Property Owners' Insurance

Policy Wording

Welcome to Intact Insurance

Intact Insurance is here to help people, businesses and society prosper in good times and be resilient in bad times. It is why we exist. We also believe that insurance is about people, not things.

Our purpose and belief drive everything we do and give meaning to our work.

Through the expertise of our teams and the range of our products, we aim to minimise disruption to your business and get you back on track as quickly as possible. So, when you are faced with the unexpected, you can focus on running your business, knowing that Intact Insurance will always strive to go further to help you.

Thank you for choosing us.

Contents

About this Policy

This Policy:

- is made up of this **Policy** wording and the accompanying **Schedule** and **Schedule of Extensions** which should be read as one document;
- is a legal contract between you, the **Insured** and us, the **Company**;
- sets out the details of what the **Insured** is covered for, and any exclusions or limitations that apply;
- explains the rights and obligations under the contract of both the **Insured** and the **Company**.

The **Company** will provide the insurance described in this **Policy** (subject to all the terms, conditions and exclusions of this **Policy**) for the **Period of Insurance** shown in the **Schedule** and any subsequent period for which the **Insured** shall pay and the **Company** shall agree to accept the **Premium**.

The **Insured** should take time to read all parts of the **Policy** carefully, and to familiarise themselves with the content.

Throughout this Policy:

- reference to the singular will include the plural or vice versa;
- legal references shall include any equivalent legal provision in the jurisdiction of either the **Insured's** ordinary residence or location of the risk insured. This is provided that such jurisdiction is within the territorial scope of the **Policy**;
- references to any Act or law including any rule, order, regulation or other similar instrument made under it shall include any amendment, replacement, consolidation or re-enactment of such Act or law;
- headings in this **Policy** are for ease of reference only and do not affect the meaning of what follows;
- words that have specific meaning are both Capitalised and in **bold** font and accompanied by a General or Section specific definition.

The Schedule and Schedule of Extensions:

- tailors the **Policy** to the **Insured's** specific cover including any limits or sub-limits that apply;
- may contain policy endorsements that alter the cover in the policy wording to meet the requirements of either the **Insured** or the **Company**.

Please read these documents carefully

The **Insured** should contact their broker If there are any parts of this **Policy** of which they are uncertain or believe to be incorrect.

Contacting the Company

There are contact details included in this **Policy** for reporting claims, accessing personal data or making a complaint. However, for more general queries the **Insured** can write to the **Company** at:

Intact Insurance Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Email: customerrelations@intactinsurance.co.uk

Navigating this Policy

Cover is broken down into different **Policy** Sections. Each of these may have Section level definitions, exclusions, and conditions which operate specifically to the cover being provided under that Section.

There will be information that the **Insured** needs to locate quickly. Key Section headings are highlighted below.

For an understanding of the full extent of the terms and conditions, the **Insured** should familiarise themselves with all parts of this **Policy**.

Making a Claim – Notification and Claims Conditions

Details how the **Insured** can report a claim and any obligations upon the **Insured** at the point of claim and throughout the claims process.

The Duty of Fair Presentation

The **Company** has issued this **Policy** based upon the **Insured** making a fair presentation of the risk, as explained within the provisions of the Insurance Act 2015. This section explains the **Insured's** obligations and how their failure to make a fair presentation of the risk may impact a claim and/or the **Policy**.

Payment of Premium

Provides a summary of the **Insured's** responsibility to pay the premium, including any adjusted amounts following changes to the **Insured's Policy**.

Cancellation

Details how either the **Insured** or the **Company** may cancel this **Policy** and any premium that may be due back to the **Insured** in the event of cancellation.

Operation of Your Policy

Information about other key points that apply to this **Policy**.

General Exclusions and General Conditions

These apply across the whole **Policy** in addition to that stated under Operation of the Policy and the Section level exclusions and conditions.

Personal Information

Any personal information that the **Insured** provide, will be managed by the **Company** in accordance with the **Company's** Privacy Notice. This page provides the detail and a link to Intact Insurance's full privacy statement.

Making a Complaint

The **Company** always aims to ensure good customer outcomes in all that they do. However, there may be times where the **Insured** feels that the **Company** have not delivered the service the **Insured** expected. This page sets out the steps available to the **Insured** in such circumstances.

Customer Care Services & Helplines

Claims Helpline

The **Company** recognises that losses mean disruption to the **Insured's** business and that the ultimate test of any insurance policy is providing a fast, effective claims service. The **Company** also realises that running a business means that it might not be convenient for the **Insured** to report a claim to the **Company** during normal office hours. That's why the **Insured** can now notify the **Company** of any claim when it suits the **Insured** – any time of the day or night.

Emergency Repairs

Should emergency repairs be needed to the **Insured's** property, the **Company** will put the **Insured** in touch with a tradesperson from the **Company's** carefully selected panel. The **Insured** will have to pay the cost of any work done, but where the **Damage** is caused by an insured **Event**, the **Insured** can of course submit the cost as part of the **Insured's** claim. Whatever the nature of the emergency, the **Insured** just needs to make a single phone call.

There may be times where an emergency tradesperson is not immediately available to assist and in that situation the **Company** will provide appropriate advice depending on the **Insured's** circumstances.

The **Company** are not responsible for any delay in supplying spare or replacement parts.

Catastrophe Claim

If the **Insured** is faced with a major catastrophe, such as a serious fire or flood, the **Company** recognises that the **Insured** will need expert assistance immediately. The **Company** will send a representative to help the **Insured** in a major crisis, 24 hours a day, 365 days a year.

24-hour Claims Helpline	**0345 300 4006**
Please quote your Policy Number which can be found on your Schedule	

Advice Lines

Where should the **Insured** turn for answers to questions that affect their business? The **Company's** advice lines will put the **Insured** in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- legal assistance;
- health and safety issues;
- tax advice.

Please call the 24 hour Helpline 0345 078 7543 quoting code 70201.

Making a Claim – Notification

Applicable to the whole Policy unless otherwise stated:

Conditions that apply to this **Policy** in the event of a claim are set out in the Making a Claim – Claims Conditions pages of this **Policy**. It is important that the **Insured** complies with all **Policy** conditions and the **Insured** should familiarise themselves with their requirements.

Directions for claim notification are included in Making a Claim – Claims Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Claims Conditions require the **Insured** to provide the **Company** with any reasonable assistance and evidence that the **Company** may require concerning the cause and value of any claim. Ideally, as part of the **Insured's** initial claim notification, the **Insured** should provide:

- the **Insured's** name, address, email and telephone numbers;
- personal details necessary to confirm their identity;
- policy number;
- the date of the incident;
- the cause of the loss or damage;
- details of the loss or damage together with claim value if known or in respect of injury the nature and extent;
- the crime reference number where applicable;
- names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable the **Company** to make an initial evaluation on policy liability and claim value. The **Company** may, however, request additional information depending upon circumstances and value which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs;
- purchase dates and location of lost or damaged property;
- for damaged property, confirmation from a suitably qualified expert that the item being claimed for is beyond repair.

Sometimes the **Company** or someone acting on the **Company's** behalf, may wish to meet with the **Insured** or any person entitled to indemnity to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

Preferred Suppliers

The **Company** takes pride in the claims service offered to customers. The **Company's** philosophy is to repair or replace lost or damaged property, where the **Company** considers it appropriate, and the **Company** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where the **Company** can offer repair or replacement through a preferred supplier but the **Company** agrees to pay a cash settlement, then payment will normally not exceed the amount the **Company** would have paid the preferred supplier.

Making a Claim

To make a claim, first read the **Policy** and **Schedule** and check that the **Insured** is covered. Then follow the instructions provided under Claims Condition 1 - Action by the Insured.

The **Insured** can tell the **Company** about their claim by visiting the **Company's** website. The **Insured** can do this at any time by scanning the QR code or by visiting Intactinsurance.co.uk/claims.

Alternatively, the **Insured** can contact their broker for a claim form.

If the **Insured** is dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Making a Complaint.

Making a Claim – Claims Conditions

Applicable to the whole Policy unless otherwise stated:

Failure to comply with Claims Conditions will result in a claim being rejected or settlement reduced if the failure materially impacts either the **Company's** ability to defend a claim or the amount that the **Company** has to pay.

1 Action by the Insured

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

A) notify the **Company** as soon as reasonably possible;

B) notify the **Company** within 14 days in the case of loss, destruction or **Damage**, caused by Riot;

C) carry out and permit to be taken any action which may be reasonably possible to prevent further **Damage** and to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss;

D) within 30 days after the circumstances or event or of the expiry of the **Indemnity Period** or such further time as the **Company** may allow, and at the **Insured's** own expense, deliver to the **Company**:

   i) full information in writing of the claim;

   ii) details of any other insurance relating to the claim;

   iii) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the **Insured's** professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details;

   iv) if demanded a statutory declaration of the truth of the claim and of any matter connected with it;

E) in respect of Liability Insurance:

   i) every letter, claim, writ or summons and process in connection with such circumstances shall be forwarded to the **Company** without undue delay on receipt;

   ii) the **Insured** shall tell the **Company** immediately of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this **Policy**;

   iii) no admission offer promise payment or indemnity shall be made or given by, or on behalf of, the **Insured**, without the written consent of the **Company** which shall be entitled to take over the absolute control of and conduct in the name of the **Insured**; the negotiation, proceedings defence or settlement of any claim or to prosecute any claim in the name of the **Insured** for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the **Company** is liable under this **Policy** has increased, then no payment shall be made by the **Company** in respect of the amount of such increase.

2 Arbitration

A) **Not applicable to Liability Insurances**

If there is any disagreement between the **Insured** and the **Company** as to the amount to be paid under this **Policy**, liability being otherwise admitted, the disagreement shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act.

The seat of arbitration shall be the **Insured's** country of residence, and the arbitration shall be governed by the law of that seat. The arbitrator shall comply with any statutory duty of disclosure in relation to impartiality.

The party against whom the decision is made shall meet all costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in the **Company's** favour the **Insured's** costs shall not be recoverable under this **Policy**. This procedure does not prejudice any right of recourse the **Insured** has to any other complaints procedure to which the **Company** subscribes or to the courts.

B) **Applicable to Liability Insurance – Section C Legal Defence Costs only**

Any dispute between the **Insured** and the **Company** in respect of Liability Insurance Section C - Legal Defence Costs may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties.

Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society Bar Council or professional body within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

The party against whom the decision is made shall meet all the costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in the **Company's** favour the **Insured's** costs shall not be recoverable under this **Policy**.

3 Rights of the Company

Applicable only to Liability Insurance

The **Company** shall be entitled to take over the absolute control of and conduct in the name of the **Insured** the negotiation, proceeding, defence or settlement of any claim or to prosecute any claim in the name of the **Insured** for its own benefit, and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

4 Rights of Recovery

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

The **Company** shall not enforce any rights against:

A) a tenant or lessee in respect of **Damage** to the part of the **Buildings** in the demise of that tenant or lessee or to common parts of the **Buildings** unless the **Damage** arises out of a criminal, fraudulent or malicious act of that tenant or lessee;

B) a property manager, in respect of **Damage** to the **Buildings**, but only if requested to do so by the **Insured** after a claim under the **Policy** and the **Damage** does not arise out of a fraudulent or criminal act; or

C) any company being parent of or subsidiary to the **Insured** or any company which is a subsidiary of a parent company of which the **Insured** is itself a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986.

5 Observance

Failure to comply with any of the terms and conditions of this **Policy** where they are material or relevant to any loss will entitle the **Company** to reduce or avoid the **Insured's** claim.

The Duty of Fair Presentation

The Insured's obligation to disclose material circumstances at the start of any Period of Insurance

The **Insured** has a legal duty to provide the **Company** with a fair presentation of the subject matter of this insurance. This means that the **Insured** should ensure that the **Company** has access to all material information when deciding whether to insure the risk, calculate the **Premium** or set the terms and conditions of the **Policy**.

The Insured's obligation to disclose material changes that alter the risk during the Period of Insurance

If during the **Period of Insurance**, there is a change in the circumstances of the **Insured's Business** which might:

1 materially alter the risks against which the **Insured** has insured; or

2 increase the likelihood of a claim under this **Policy**,

the **Insured** should make a fair presentation of this to the **Company**.

What is meant by 'Material Information'?

Material information means any information relating to the circumstances of the **Insured's Business** which would affect this decision-making. For example, by affecting the nature of the risks against which the **Insured** wishes to insure or increasing the likelihood of a claim.

If the Insured is in doubt as to whether information is material, they should disclose it to the Company.

Breach of Duty and remedies

If at any time the **Insured** fails to make a fair presentation of the risk insured, the **Company** may be entitled to cancel this **Policy** or reduce the amount of any claims payment in accordance with the provisions of the Insurance Act 2015.

Underinsurance

The **Insured** must take care to ensure that the value which they declare for all property insured is adequate.

The value declared determines the amount the **Insured** will receive in the event of a claim and forms part of the **Premium** calculation.

Being underinsured can lead to a shortfall in the claim amount payable by the **Company**, where the **Insured** will need to fund the difference.

If at the time of **Damage** the **Declared Value** or **Sum Insured** is less than 85% of the **Insurable Amount**, the **Company** will reduce the **Insured's** claim proportionately to the difference between the **Premium** that the **Company** has charged based on the values the **Insured** declares and the **Premium** that the **Company** would have charged had the value declared been accurate. This remedy is in accordance with the **Company's** rights under the Insurance Act 2015.

Please refer to the **Insurable Amount** definitions in each Section to understand what the **Insured** needs to consider when determining the correct value.

Fair Presentation of a Claim

If at any time during the process of making a claim the **Insured**:

1 deliberately or recklessly conceals from the **Company** any information which they know or ought to know might be material to the **Company's** consideration of any claim;

2 provides the **Company** with information, which the **Insured** knows to be false in respect of the cause of the loss or the losses for which the **Insured** is claiming;

3 use fraudulent means or devices, including suppressing a known defence to the **Company's** liability,

then the **Company** shall have the option to refuse to pay the whole or any part of that claim.

In the circumstances shown in 2 above, the **Company** shall have the option to:

A) terminate the cover provided by all Sections of this **Policy** with effect from the date that such information was provided;

B) recover any sums paid to the **Insured** in respect of losses occurring on or after the date that such information was provided; and

C) retain any and all **Premiums** paid by the **Insured**.

Payment of Premium

The Agreement

The **Company** shall provide cover in accordance with the terms and conditions of this **Policy** within the **Territorial Limits** and during the **Period of Insurance**.

The **Insured** will pay the **Premium** to the **Company**.

Premium Adjustments for Alteration of Risk

An alteration to the **Policy** may reduce or increase the level of risk. As such the **Insured's Premium** may be affected. This means that:

1 the **Insured** shall be required to pay the **Company** any appropriate additional **Premium** due where the risk is increased;

2 the **Company** shall return any **Premium** due back to the **Insured** where the risk is reduced.

Where the **Insured** pays by instalments or under a linked loan agreement to payment schedule, their remaining instalments will be adjusted to reflect any additional or return **Premium** due.

Instalments Defaults

If the **Insured** fails to pay instalment payments due under any linked loan agreement or payment schedule, the **Company** may cancel the **Policy** and cover will end.

If the Insured is having trouble paying the Premium, they should contact their broker to discuss their options.

Cancellation

1 The Company’s right to cancel this Policy

In addition to any cancellation remedies available under ‘The Duty of Fair Presentation’ the **Company**:

A) may cancel this **Policy** by giving 30 days’ written notice to either the **Insured’s** broker or the **Insured’s** last known address. The **Company** will refund any **Premium** due of the difference (if any) between the adjusted **Premium** for the period during which insurance was in force and the **Premium** actually paid, unless a claim has been made in the current **Period of Insurance**;

B) will cancel this **Policy** with immediate effect and without notice if the **Insured**:

   i) cancels any credit agreement relating to this **Policy** and then fails to immediately pay the full amount of the **Premium** to the **Company**; or

   ii) fails to take the action specified in any default notice issued by the **Company** before the date shown in it or fails to pay the first or any other subsequent instalments of **Premium**.

The time periods above begin from midnight on the day notice of cancellation is issued.

2 The Insured’s right to cancel this Policy

This **Policy** may be cancelled by the **Insured** within 14 days of receipt of this **Policy** (this is known as the “cooling off” period).

If the **Insured** elects to cancel within this period they must return all policy documentation to their broker, who must return such documentation to the **Company** and the **Company** will refund the full amount of **Premium** paid by the **Insured**. If a claim has been made or an incident notified to the **Company** that could give rise to a claim during the “cooling off” period, this **Policy** will be treated by the **Company** as in force and no refund of **Premium** will be made.

If the **Insured** elects to cancel this **Policy** after the “cooling off” period has expired, they must give 14 days’ notice in writing to their broker. The **Company** will pay the **Insured** a pro-rata refund of the annual **Premium** provided that:

A) the **Insured** has not made any claims; and

B) there are no notifiable incidents or claims,

in the current **Period of Insurance**.

Operation of the Policy

Contracts (Rights of Third Parties) Act 1999

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**.

This does not affect any right or remedy of a third party which exists or is available outside of the Act.

Law Applicable to this Policy

Unless the parties agree otherwise in writing, the law which applies to this **Policy** is the law which applies to the part of the United Kingdom, Channel Islands, or Isle of Man in which the **Insured** is based.

Any legal proceedings in connection with this **Policy** will only take place in the courts of the part of the United Kingdom, Channel Islands or Isle of Man in which the **Insured** is based.

If the **Insured** is based outside these **Territorial Limits**, English law and jurisdiction will apply.

Other Insurance

The **Company** shall not provide cover or be liable to provide any indemnity or payment that is covered by any other policy (or would but for the existence of this policy be covered under any other policy) except for the difference between the amounts payable under such other policy and the amounts payable under this **Policy**.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this **Policy**, whether in whole or in part or from contributing rateably, then the **Company's** liability will be limited to any excess beyond the amount which would have been payable under such other insurance had this **Policy** not been effected.

Sanctions

The **Company** shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this **Policy** if and to the extent that doing so would breach any prohibition.

If any prohibition takes effect during the **Period of Insurance**, the **Company** or the **Insured** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this **Policy** is cancelled, the **Company** shall, if and to the extent that it does not breach any prohibition, return a proportionate amount of the **Premium** for the unexpired period subject to minimum **Premium** requirements and provided no claims have been paid or are outstanding.

For the purpose of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

1 any prohibition or restriction under United Nations resolutions;

2 any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and

3 any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and the **Company** has approved the provision of insurance for the activity concerned.

Section 1 – Property Damage Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE CERTIFICATE OR SCHEDULE

If any of the **Property Insured** described in the **Schedule** suffers **Damage** at the **Premises** by any of the **Covers** insured, the **Company** will in accordance with the provisions of the **Policy** pay to the **Insured** the amount of loss or at the **Company's** option reinstate, repair or replace such **Property Insured**,

provided that:

1 the **Company's** liability in any one **Period of Insurance** shall not exceed:

A) in respect of each item on **Buildings**, **Contents**, and/or Service Charges the **Sum Insured**;

B) in respect of each item on **Rent** 200% of the **Sum Insured**;

C) any other stated Limit of Liability,

or in the whole the total **Sum Insured**.

Property Damage – The Insurance Provided

The following are the **Covers** insured unless stated as **Covers** not insured in the **Schedule** or certificate.

What is covered

1 A) Fire (including smoke) excluding **Damage**:

i) by explosion resulting from fire;

B) Explosion excluding **Damage** caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to or under the control of the **Insured** in which internal pressure is due to steam only, but this shall not exclude:

i) **Damage** caused by explosion of any boiler or gas used for domestic purposes only;

C) Lightning;

D) **Aircraft** or other aerial devices or articles dropped therefrom.

2 Earthquake excluding **Damage** caused by fire.

3 Riot and malicious persons, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances excluding **Damage**:

A) arising from nationalisation, confiscation, requisition, seizure, or destruction by order of the government or any public authority;

B) arising from cessation of work;

C) in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.

4 Storm or flood excluding **Damage**:

A) attributable solely to change in the water table level;

B) caused by frost, subsidence, ground heave; or landslip;

C) to fences, gates, trees, plants, shrubs and turf and moveable property in the open unless caused by falling trees or there is **Damage** to the building at the same time.

5 Escape of water, beverages or oil from any tank, apparatus or pipe excluding **Damage**:

A) by water discharged or leaking from an automatic sprinkler installation;

B) the cost of replacing the oil or beverages.

6 Impact by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal.

7 Sprinkler Leakage

The accidental escape of water from any automatic sprinkler installation excluding **Damage**:

A) by freezing in any **Building** which is **Empty, Disused or Unoccupied** for over 60 consecutive days;

B) by heat caused by fire.

8 Theft (which shall be deemed to include attempted theft) excluding **Damage** which is recoverable from another source.

9 Subsidence, ground heave or landslip excluding **Damage**:

A) arising from the settlement or movement of made–up ground or by coastal or river erosion;

B) occurring as a result of:

i) the construction, demolition, structural alteration or structural repair of any property;

ii) groundworks or excavation works,

at the **Premises**;

C) arising from normal settlement or bedding down of new structures;

D) to yards, car parks, roads, pavements, forecourts, paved areas, walls, gates or fences unless a building insured under this **Policy** is also affected;

E) commencing prior to the granting of cover under this **Policy**.

10 All other **Damage** excluding **Damage**:

A) by any of:

i) the **Covers**;

ii) the causes expressly excluded from the **Covers**,

specified in **Covers** 1–9 (whether or not insured);

B) to any **Property** caused by:

i) its own faulty or defective design or materials;

ii) inherent vice, latent defect, gradual deterioration, wear and tear;

iii) faulty or defective workmanship, operational error or omission on the part of the **Insured** or any of their employees,

but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded;

C) caused by:

i) corrosion, rust, wet or dry rot, fungus, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;

ii) change in temperature, colour, flavour, texture or finish;

iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any connected range of steam and feed piping;

iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates,

but this shall not exclude:

i) such **Damage** which itself results from other **Damage** and is not otherwise excluded;

ii) subsequent **Damage** which itself results from a cause not otherwise excluded;

D) caused by:

i) acts of fraud or dishonesty;

ii) disappearance or unexplained loss;

E) to any building or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexpected cause which occurs in its entirety at a specific moment in time and place during any one **Period of Insurance** and which:

i) does not result from:

a) the construction demolition structural alteration or structural repair of any property;

b) groundworks or excavation works at the **Premises**;

ii) is not otherwise excluded;

F) to **Property** or structures in the course of construction or erection and materials or supplies in connection with all such **Property** in the course of construction or erection.

Property Damage – The Insurance Provided in respect of Buildings and Contents

In respect of **Buildings** and **Contents** which suffer **Damage**, the **Company** will pay:

A1 the cost of reinstatement being where the **Property** is:

i) destroyed;

a) the cost of rebuilding; or

b) in the case of **Contents** the cost of its replacement by similar property (including the cost of re-erection, fitting and fixing);

ii) **Damaged** the cost of repairing or restoring the **Damaged** portions,

to a condition substantially the same as but not better or more extensive than its condition when new;

A2 the Alternative Basis of Settlement being the value of the **Property** at the time of its destruction, less an appropriate deduction for wear and tear,

the Alternative Basis of Settlement will apply:

i) until the cost of reinstatement has actually been incurred;

ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable;

iii) if at the time of its **Damage** the **Property** is covered by any other insurance effected by or on behalf of the **Insured** and such other insurance is not on the identical basis of reinstatement defined in cost A1;

iv) if in the **Schedule** it is stated that the Alternative Basis of Settlement applies;

or where the **Insured** elects not to rebuild or replace and the **Company** does not exercise its option as allowed by the **Company's** Option to Rebuild provision:

A3 the loss of market value being the reduction in the market value of the **Buildings** immediately following the **Damage** solely as a result of the **Damage** but not exceeding the amount which would have been payable under the cost of rebuilding as defined in A1 above;

or where the reinstatement of the **Building** is frustrated altogether by the public authority responsible for granting planning permission:

A4 the loss of market value being the reduction in the market value of the **Buildings** immediately following the **Damage** solely as a result of the **Damage** but not exceeding the amount which would have been payable under the cost of rebuilding or if the **Insured** is unable to rebuild or restore the **Buildings** totally or partially in their original form by virtue of **Stipulations**;

or where the reinstatement of the **Building** is frustrated by the public authority's refusal to allow a building of the same size and/or use:

A5 the loss of market value being the reduction in market value of the **Buildings** immediately following **Damage** solely as a result of the **Damage** in excess of the amount payable under the cost of reinstatement provided that:

i) the **Insured** has made every effort to regain the original planning consent;

ii) the **Insured** shall not have nor had any reason to be aware of **Stipulations** which could result in the **Buildings** not being repaired or restored in their original form;

iii) the amount payable in excess of the cost of rebuilding shall be reduced by any compensation received as a result of **Stipulations** being imposed and the **Company's** liability shall not exceed £5,000,000 any one claim,

plus in respect of A1 or A2 or A3 or A4 and A5 the cost of:

B) complying with Public Authorities' requirements, being such additional cost of reinstatement of the **Property** as may be incurred with the **Company's** consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon the **Insured** following the **Damage** provided that the reinstatement is completed within twelve months of the occurrence of the **Damage** or within such further time as the **Company** may in writing allow and may be carried out upon another site (should the **Stipulations** require).

The **Company** shall not be liable for requirements relating to: any rate; tax; duty; development or other charge or assessment, which may arise out of capital appreciation as a result of complying with any of the legislation, regulations or requirements referred to.

Cover is extended to include the additional cost of reinstatement in respect of undamaged portions, other than foundations, subject to a Limit of Liability of 15% of the total amount the **Company** would have been liable for had the building been totally destroyed. Provided that the **Company** will not be liable for such additional cost in respect of other **Buildings** or **Contents** which have not sustained **Damage**;

C) removing debris being the cost incurred with the **Company's** consent in:

i) removing debris, dismantling, demolishing, shoring up and propping portions of **Buildings**;

ii) clearing, cleaning or repairing **Services** as a result of **Damage**;

The **Company** will also cover the costs reasonably and necessarily incurred with the **Company's** consent to sort, segregate and transport recyclable debris to recycling facilities anywhere in the **Territorial Limits**, following **Damage** to the **Building**, up to a maximum of 25% of the total amount paid or payable in respect of i) and ii) above.

The **Company** will not pay for any costs or expenses:

i) incurred in removing debris except from the site of such **Property Damaged** and the area immediately adjacent to such site;

ii) arising from pollution or contamination of **property** not covered by this insurance;

D) professional fees and managing agents fees being those necessarily incurred in the reinstatement of the **Property** but not for preparing any claims;

E) the cost of replanting trees, shrubs, plants and turf used in landscaping being the cost incurred in restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established;

F) additional sprinkler costs being the costs incurred in adhering to **Stipulations** following **Damage** to the **Buildings**;

G) the cost of fire extinguishment, accidental gas discharge and alarm resetting expenses being any reasonable costs incurred by the **Insured** in respect of:

i) refilling fire extinguishing appliances and replacing used sprinkler heads;

ii) recharging gas flooding systems installed for the protection of the **Property Insured**;

iii) resetting fire and **Intruder Alarms**;

iv) fire brigade charges for which the **Insured** may be assessed,

all solely in consequence of insured **Damage** to the **Property Insured** or in respect of ii) arising out of the accidental discharge thereof;

H) the cost of additional electricity gas oil or water charges being those incurred by the **Insured** as a result of **Damage** except those in respect of any loss which has not been discovered and remedial action taken within 30 days of the occurrence of the **Damage**.

The amount payable by the **Company** shall be determined by comparing charges made by the suppliers on the **Insured's** account during the period in which the loss occurred, with the normal charge (as may be adjusted to take into account any relevant factors affecting the **Insured's** liability for metered charges during such period);

I) the cost of any insurance Premiums or in respect of inherent defects policies technical agents fees being those necessarily and reasonably incurred by the **Insured** with the consent of the **Company** in arranging contract works policies with the **Company** or in continuing any pre-existing inherent defects policies except that in the event of underinsurance the amount payable shall be adjusted in accordance with provision 17 Underinsurance;

J) the cost of reinstatement on another site the work of reinstatement may be carried out at another site and in any manner suitable to the requirements of the **Insured** provided that it does not increase the **Company's** liability.

The **Company** may reinstate or replace any **Property Damaged** without being bound to reinstate exactly or completely but only as circumstances permit and without detriment to the **Insured**. The **Insured** shall, at their expense, provide the **Company** with all such plans, documents, books and information as the **Company** may reasonably require.

In respect of Buildings and Contents the following provisions apply

1 Automatic Reinstatement after a Loss

If any of the **Property Insured** described in the **Schedule** suffers **Damage** at the **Premises** insured, losses resulting therefrom by any of the **Covers** the **Sum Insured** in respect of the **Property Insured** shall be reduced in whole or in part by the amount of any such **Damage**.

In the absence of written notice by the **Insured** to the contrary following the occurrence of any **Damage**, the **Company's** liability shall not be reduced by the amount of any loss,

provided that:

A) the **Insured** shall pay the appropriate additional **Premium** for such automatic reinstatement of cover if required by the **Company**;

B) the **Company** will not be liable in respect of any one **Event** for more than the Policy Limit **Sum Insured** or other Limit of Liability applicable to the Property Damage Insurance cover;

C) any Limit of Liability described as applying in the aggregate during the **Period of Insurance** shall not be reinstated;

D) the **Insured** shall take immediate steps to effect the additions to or variations in the protections of the **Property Insured** as the **Company** may require.

2 Buildings awaiting Demolition

If at the time of the **Damage** any **Buildings** are awaiting demolition the liability of the **Company** shall be limited to the additional cost of removing debris as detailed in Property Damage – The Insurance Provided In respect of Buildings and Contents paragraph C (removing debris) which are incurred by the **Insured** solely as a result of such **Damage**.

3 Buildings awaiting Refurbishment Redevelopment or Renovation

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

4 Company's Option to Rebuild

The **Company** may at its option rebuild or restore the **Buildings** destroyed or portions **Damaged** without being bound to rebuild or restore the **Buildings** in exactly the same form as immediately prior to the **Damage** where circumstances do not reasonably permit. The **Insured** shall at their own expense produce and give to the **Company** all such plans documents books and information as the **Company** may reasonably require.

5 Data Processing Media

In respect of **Data Processing Media** the **Company** will pay the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-ups or from originals of a previous generation but this shall not include:

A) research and engineering nor any costs of recreating gathering or assembling the **Data**; or

B) the value of such **Data** to the **Insured** or any other party, even if such **Data** cannot be recreated, gathered or assembled.

Should such **Data Processing Media** not be repaired, replaced or restored, the insurance provided shall be the cost of the blank **Data Processing Media**.

Provided always that the cost to repair or replace the **Data Processing Media**, including the costs of copying **Data**, shall not exceed £50,000 any respect of one **Event**.

6 Delays in Rebuilding

The **Company** shall not be liable for increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with **Stipulations** unless such delays are wholly outside the control of the **Insured**.

7 Designation of Property

Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the **Insured's** books.

8 Documents, manuscripts and business books

In respect of documents, manuscripts and business books the **Company** will pay:

A) the value of the materials as stationery;

B) the clerical labour expended in reproducing or writing up such documents;

C) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded,

but excluding the value to the **Insured** of the information and subject to the **Company's** liability not exceeding the limit stated in the definition of **Contents**.

9 Further Investigation Expenses

Where a **Building** has suffered **Damage** and in the opinion of a suitably qualified expert, there is a reasonable possibility of other **Damage** to portions of the same **Building** which is not immediately apparent the **Company** will pay the reasonable costs incurred by the **Insured** with the **Company's** prior consent in establishing whether or not such **Damage** has occurred. The **Company** will also pay the reasonable costs incurred by the **Insured** in establishing whether or not other **Buildings** in the immediate vicinity have suffered **Damage** in the same incident but only if such **Buildings** are subsequently found to have suffered such **Damage** for which the **Company** is liable.

10 General Interests

The interests of freeholders lessees underlessees assignees or other legal interests including mortgagees of **Buildings** insured by this Section of the **Policy** are noted in the insurance provided subject to their names being disclosed to the **Company** by the **Insured** in the event of any claim arising.

11 Non-Invalidation

This insurance shall not be prejudiced:

A) by repairs structural and other alterations all of a minor nature and general maintenance work being undertaken at the **Premises**;

B) by any increase in risk of **Damage** resulting from an alteration act or omission which occurs without the authority or knowledge of the **Insured**,

but this shall only protect the interest of the **Insured** and shall only apply if the **Company** be notified immediately on the party becoming aware of the increase in risk and the payment of any reasonable additional **Premium**.

12 Obsolete Building Materials

This **Policy** extends to include the reasonable additional costs incurred in replacement of **Damaged** materials which given consideration to the scientific and technical knowledge at the time of installation construction or fitting were reasonably deemed to be fit for the purpose intended but require replacement with more suitable modern materials after the **Damage**. The **Buildings** shall not be regarded as being better or more extensive than when new provided that the **Company's** liability shall not exceed 10% of the **Declared Value** of such **Buildings** in respect of such additional costs.

13 Partial Damage

Where **Damage** occurs to only part of the **Buildings** the **Company's** liability shall not exceed for all costs in total the amount which the **Company** would have been liable to pay to rebuild the **Buildings** had they been wholly destroyed.

14 Rebuilding on Another Site

The **Buildings** may be wholly or partially rebuilt on another site and in any manner suitable to the requirements of the **Insured** provided that it does not increase the **Company's** liability.

15 Reinstatement to Match

This Section of the **Policy** extends to include the cost of replacement repair or modification of undamaged parts of **Buildings** that form part of a suite common design or function where the **Damage** is restricted to a clearly identifiable area or to a specific part.

The **Company's** liability under this clause shall not exceed the amount that would have been payable for replacement repair or modification of the whole property forming a suite common design or function if such property had been wholly destroyed.

16 Removal of Debris – Residents' Contents

In respect of **Damage** to residential properties Cost C removing debris above is extended, subject to exclusions i) and ii), to include the irrecoverable costs and expenses necessarily incurred by the **Insured** with the **Company's** consent in removing from the **Buildings** the debris of contents (not being the **Insured's Property**) which suffer **Damage**. The **Company** will not pay more than £25,000 for such costs in respect of any one **Premises**.

17 Underinsurance in respect of Buildings and Contents – in respect of A1 (the cost of reinstatement)

If at the time of the **Damage** the **Declared Value** by the relative item on **Buildings** or **Contents** is less than the **Day One Reinstatement Value** the amount otherwise payable shall be proportionately reduced unless a Royal Institute of Chartered Surveyors (RICS) valuation or building cost assessment has been undertaken in the last four years and:

A) the **Sum Insured** is at least the amount stated in the valuation or building cost assessment;

B) adequate allowance for inflation since the valuation or building cost assessment was undertaken,

Underinsurance in respect of Buildings and Contents – in respect of A2 (the Alternative Basis of Settlement)

Declared Value shall be 120% of the base value or if no base value is shown it shall be deemed to be the **Sum Insured**.

Insurable Amount shall mean the total of the value at the time of the **Damage** of the **Property Insured** by the **Insured** costs A2 B C D and E.

18 Value Added Tax

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

provided that:

A) i) the **Insured's** liability for such tax arises solely as a result of the reinstatement or repair of the **Buildings** to which such item relates following **Damage**;

ii) the **Company** has paid or agreed to pay for such **Damage**;

iii) if the payment made by the **Company** in respect of reinstatement or repair of such damage is less than the actual cost of reinstatement or repair any payment under this clause resulting from the **Damage** shall be reduced in like proportion;

B) the **Insured's** liability for such tax does not arise from the replacement **Buildings** having greater floor area than or being better or more extensive than the destroyed or **Damaged Buildings**;

C) where the Rebuilding on Another Site option has been exercised the **Company's** liability under this clause shall not exceed the amount of tax that would have been payable had the **Buildings** been rebuilt on its original site;

D) the **Company's** liability under this clause shall not include amounts payable by the **Insured** as penalties or interest for non-payment or late payment of tax;

E) terms to the contrary elsewhere in this **Policy** are overridden as follows in respect of those items to which this clause applies:

i) for the purpose of provision 17 Underinsurance rebuilding costs shall be exclusive of Value Added Tax;

ii) the liability of the **Company** may exceed the **Sum Insured** by an individual item on **Buildings** or in the whole the total **Sum Insured** where such excess is solely in respect of Value Added Tax.

The **Insured** shall include their Value Added Tax liability within the **Building Declared Value** where it is known not to be recoverable.

Property Damage – The Insurance provided in respect of Rent

The **Company** will pay in respect of **Buildings** which have suffered **Damage**:

A) the loss of **Rent** being the actual amount of the reduction in the **Rent** receivable by the **Insured** during the **Indemnity Period** solely in consequence of the **Damage** (including reductions as a direct consequence of the turnover of the lessee's business being reduced);

B) the cost of reletting being the costs necessarily and reasonably incurred from the date of the **Damage** until the expiry of the **Indemnity Period** in reletting the **Buildings** (including legal fees in connection with the reletting) solely in consequence of the **Damage**;

C) the additional expenditure being the expenditure (other than that recoverable under B) above) necessarily and reasonably incurred in consequence of the **Damage** solely to avoid or minimise the loss of **Rent** during the **Indemnity Period** but not exceeding:

i) the amount of the reduction avoided by such expenditure plus;

ii) 5% of the **Sum Insured** by the item (but not more than £250,000);

D) accelerated reinstatement expenditure being the additional expenditure necessarily and reasonably incurred during the **Indemnity Period** in consequence of the **Damage** solely to avoid or minimise any loss of **Rent** during the twelve months immediately after the expiry of the **Indemnity Period** but not exceeding the amount of the reduction avoided by such expenditure,

except that in the event of underinsurance the amount payable shall be adjusted in accordance with the provision 10 Underinsurance stated below.

In respect of Rent the following provisions apply

1 Alternative Accommodation – Reduction of Loss

If in consequence of the **Damage** the **Insured** shall use other premises to provide accommodation to tenants the **Rent** received from those premises during the **Indemnity Period** shall be taken into account in assessing the loss of **Rent**.

2 Buildings Awaiting Sale

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

A) during the period prior to the date upon which but for the **Damage** the **Premises** would have been sold the loss of **Rent** being the actual amount of the reduction in the **Rent** receivable by the **Insured** solely in consequence of the **Damage**;

B) during the period commencing with the date upon which but for the **Damage** the **Buildings** would have been sold and ending with the actual date of sale or with the expiry of the **Indemnity Period** if earlier the loss in respect of interest being:

   i) the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the **Business**;

   ii) the investment interest lost to the **Insured** on any balance of the sale proceeds after deduction of any capital borrowed as provided under i),

   less any amount receivable in respect of **Rent**;

C) the additional expenditure being:

   i) the additional expenditure and the accelerated reinstatement expenditure as defined in Property Damage – The Insurance Provided in respect of **Rent**;

   ii) the additional legal fees and other expenditure reasonably and necessarily incurred solely as a result of the cancellation or delay in consequence of the **Damage** but not exceeding the expenditure incurred immediately prior to the **Damage**,

   except:

      a) the amount payable shall be adjusted to provide for any benefit derived by the **Insured** from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by the **Insured**;

      b) in the event of underinsurance the amount payable shall be adjusted in accordance with provision 10 Underinsurance.

3 Loss of Investment Income on Late Payment of Rent

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

4 Material Damage Proviso – Applicable separately to each Item

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

A) payment shall have been made or liability admitted under such insurance; or

B) payment would have been made or liability would have been admitted thereunder but for the operation of a proviso excluding liability for losses below a specified amount,

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

5 Payments on Account

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

6 Professional Accountants and Legal Fees Clause

If any of the **Buildings** suffer **Damage** the **Company** will pay the reasonable charges payable by the **Insured** and incurred with the consent of the **Company** to:

A) their professional accountants for producing such information as may be required by the **Company** under the terms of paragraph D) of the Action by the Insured Claims Condition and for reporting that such information is in accordance with the **Insured's** accounts;

B) their lawyers for determining their 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.

7 Rent Free Period

If at the date of the **Damage** any **Premises** insured by this **Policy** are subject to a rent free period concession under the terms of the lease then the **Indemnity Period** stated in the **Schedule** shall be adjusted by adding the unexpired portion of the rent free period to the number of years shown in the **Schedule** provided that the **Company's** liability shall in no case exceed 200% of the **Sum Insured** specified against the relative item or any Limit of Liability stated in the **Policy** whichever is the lower.

8 Rent of Residential Buildings

In the event that **Buildings** occupied totally or partially for residential purposes suffer **Damage** and no **Sum Insured** on **Rent** for the residential portions has been allocated, then for the period the **Buildings** are uninhabitable, the **Company** will pay in respect of such **Buildings**:

A) the loss of residential **Rent** being the actual amount of the reduction in the **Rent** receivable by the **Insured** during the **Indemnity Period** solely in consequence of **Damage**;

B) expenditure incurred in the provision of comparable residential accommodation for the benefit of any person lawfully occupying the premises under a lease, licence, or other legal agreement for occupation,

provided that for the purpose of this clause:

i) **Indemnity Period** shall mean the period beginning when the **Damage** occurs and ending when the **Buildings** are habitable but not exceeding a maximum period of three years from the date of the **Damage**;

ii) the **Company's** liability any one loss shall not exceed 33% of the **Sum Insured** applicable to the **Buildings** (or residential portion of the **Buildings**) in respect of A) and B) above.

9 Savings

If any charge or expense payable out of **Rent** shall cease or reduce during the **Indemnity Period** in consequence of the **Damage** the sum saved shall be deducted from the amount otherwise payable under this insurance before the application of the provision 10 Underinsurance.

10 Underinsurance

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

For the purposes of calculating the **Day One Rental Value** annual service charges not exceeding £100,000 in respect of any one **Premises** may be ignored.

Conditions

1 Statutory Regulation

Any pressure vessel or other machinery or apparatus belonging to or under the control of the **Insured** which requires inspection or test under any statute or order or regulation shall be so inspected or tested and the **Insured** shall implement any actions thereby required.

2 Empty Disused or Unoccupied

It is a requirement of this Insurance under Property Damage Insurance that from the date that the **Insured** becomes aware that any **Building** becomes **Empty, Disused or Unoccupied** for any continuous period exceeding 45 consecutive days that:

A) the **Insured** has told the **Company** of the unoccupancy;

B) electricity be kept shut off at the switch where it enters the **Building** except electrical circuits required to maintain power to any fire or **Intruder Alarm** or CCTV monitoring system;

C) all water supplies including any heating system be kept drained unless required to operate a sprinkler system approved by the **Company**;

D) gas and any fuel supplies be kept shut off at the switch or stopcock where they enter the **Building** unless required to maintain the heating system;

E) the **Building** or portion thereof be kept secured by:

  i) ensuring any **Intruder Alarm** is active and set;

  ii) repairing any broken or defective windows or boarding them externally;

  iii) sealing all letterboxes or fitting a steel cage internally;

F) the **Building** and external areas be kept free of all unfixed combustible materials;

G) any additional requirements put forward by the **Company** be completed within the timescale specified;

H) the **Building** be inspected internally and externally by the **Insured** or their nominees at least every 7 days to check that the requirements of this condition are in place and a formal log kept of the inspection detailing as a minimum the:

  i) name of person carrying out inspection;

  ii) date and time of inspection;

  iii) breaches of requirements A) to G) identified (if any) and action taken a copy of which will be required by the **Company** in the event of a claim;

I) that any evidence of unauthorised entry or **Damage** is advised to the **Company**.

Where it is material to the type of loss, failure to comply with any of these requirements will result in the Company not paying the Insured's Property Damage claim.

Extensions

The **Company's** liability in respect of each and every extension shall not exceed the corresponding Limit of Liability any one loss shown in the **Schedule of Extensions** attached to and forming part of the **Policy**.

Where Limit not applicable is stated in the **Schedule of Extensions**, the extension forms part of the relevant items on **Buildings**, **Contents** or **Rent Sum Insured**.

Where the cover provided by this Section of the **Policy** is hereby extended under more than one of the extensions, only one **Limit of Liability**, being the largest applicable, will be available to the **Insured** in respect of the loss.

This Insurance Section extends to include the following:

1 Adjacent Property Damage

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

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

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

2 Alterations and Additions

If, during the **Period of Insurance**, alterations or additions are made to any **Buildings** insured at any **Premises**, covered by this insurance, or elsewhere in the **Territorial Limits** and such additional **Property** is not otherwise insured, it will be held covered under the relative items of this **Policy**.

If the **Rent** is to increase following completion of the alterations or additions the **Company's** liability shall be increased by the anticipated amount of the additional **Rent** for the **Indemnity Period**.

Provided that this cover shall operate from the time the **Insured** became responsible for it until the next renewal of the **Policy**, when specific insurance shall be effected.

3 Archaeological Discoveries

The **Company** will cover the **Insured** for the costs incurred following **Damage** as a direct result of the **Insured** complying with the **Insured's** statutory obligations following the discovery of archaeological finds during site excavation.

Provided that the **Insured** did not have any pre-existing knowledge of the presence of archaeological remains prior to the start of works.

4 Automatic Cover – Newly Acquired/Constructed/ Refurbished Properties

This insurance is extended to include cover for premises:

A) newly acquired by the **Insured**;

B) newly constructed or refurbished,

in the **Territorial Limits** to the extent that the **Insured's** interest is not protected by any other more specific insurance,

provided that:

i) as soon as reasonably practicable the **Insured** shall notify the **Company** in writing of each premises acquired/constructed/ refurbished and arrange specific cover with the **Company**;

ii) this cover shall operate for a maximum period of 30 days from the date the **Insured** acquired their interest in the premises;

iii) this insurance shall not apply in respect of any cause or cover otherwise excluded from this Section of the **Policy**;

iv) in respect of any premises undergoing or awaiting refurbishment redevelopment renovation or demolition the Alternative Basis of Settlement shall apply in respect of **Buildings**.

5 Claims Preparation Costs

The exceptional costs, not otherwise covered, necessarily and reasonably incurred by the **Insured** with the prior consent of the **Company**, in producing and certifying any particulars or details required by the **Company** in respect of a claim, in accordance with Claims Condition 1, admitted under this **Policy**.

These costs shall not include the costs of negotiation with the **Company** or its representatives. Applicable in respect of a claim in excess of £100,000 only.

6 Clearance of Drains

The costs necessarily incurred in cleaning and repairing drains, gutters and sewers for which the **Insured** is responsible in consequence of **Damage** to the **Property**.

7 Concern for Welfare

The costs incurred following **Damage** caused by the emergency services or persons acting under their control in gaining access to the **Buildings** as a result of their concern for the welfare of an occupier of the **Premises**, or as a result of a criminal investigation.

8 Contract Works

The insurance by each item on **Buildings** extends to include **Contract Works**, including professional fees, to the extent to which the **Insured** has contracted to arrange cover provided the **Company's** liability shall not exceed the limit shown in the **Schedule of Extensions**.

This insurance shall not apply in respect of:

A) **Contract Works** that are otherwise insured;

B) the **Insured's Contribution**;

C) contracts where the **Contract Price** exceeds the **Contract Price** threshold stated in the **Schedule of Extensions**.

9 Contracting Purchaser's Interest

If the **Insured** has entered into a contract to sell their interest in any **Building** insured under this Section, and the sale has not yet completed at the time of **Damage**:

A) in respect of **Damage**:
the purchaser, upon completion of the purchase, shall be entitled to the benefit of this insurance in respect of such **Damage**;

B) in respect of **Rent** (where **Damage** has occurred prior to exchange of contracts and the purchase is subsequently completed):

the purchaser, upon completion, shall be entitled to the benefit of this insurance to the same extent as the **Insured** would have been had the **Premises** not been sold,

provided that such loss or **Damage** is not otherwise insured by or on behalf of the purchaser.

This provision shall be without prejudice to the rights and liabilities of the **Insured** or the **Company** until completion.

10 Contractor's Interest Clause

Where the **Insured** is required to effect insurance on the **Buildings** in the joint names of themselves and the contractor under the terms of a contract condition, the interest of the contractor in the **Buildings** as a joint Insured is noted, subject to:

A) details of any single contract with a contract value in excess of the **Contract Price** threshold stated in the **Schedule of Extensions** being advised to the **Company** prior to work commencing;

B) the prior consent of the **Company** being obtained;

C) an additional premium being paid as appropriate.

11 Damage to Landscaping

The **Company** will cover the costs incurred in:

A) repairing **Damage** to landscaped gardens and grounds caused by the emergency services when attending the **Premises**;

B) replanting trees, shrubs, plants and turf used in landscaping,as a result of **Damage** by any of the insured **Covers** 1 to 10 of this insurance.

Provided that the **Company** will not be liable for:

i) the **Insured's Contribution** as shown in the **Schedule**;

ii) the failure of any plant to germinate or propagate following replacement under this Extension.

12 Dilapidations

In the event that a lessee vacates a property, without prior notification to the **Insured** or the I**nsured's** agents solely due to the liquidation or bankruptcy of the lessee, or the business of the lessee being placed into administration or receivership the **Company** will pay the reasonable costs incurred in clearing and removing any property of the lessee in or around the **Premises**.

13 Diminution in Value

Where **Damage** to buildings or to third party buildings within one mile of the premises results in a subsequent reduction in sale price achieved on a premises offered for sale on the open market prior to **Damage** the insurance by this extension insures the difference in prior and post **Damage** value. The amount payable will be substantiated by a practising member of the Royal Institution of Chartered Surveyors whose appointment will be agreed by the **Insured** and the **Company** and due allowance will be taken of all other sums recovered in respect of **Damage** under the insurance and from any other source.

14 Emergency Call out Costs and Expenses

The **Company** will pay the reasonable costs and expenses incurred by the **Insured** in respect of:

A) emergency services attendance fees following a false alarm;

B) emergency services attendance fees following a lift malfunction;

C) the cost of repairing **Damage** caused by the emergency services following a false alarm where there has not been an incident of insured **Damage**;

D) the cost of repairing **Damage** caused by the emergency services following the forced entry to a property in pursuance of alleged criminals or criminal activity.

15 Eviction of Squatters

The costs and expenses necessarily and reasonably incurred with the **Company's** prior consent to remove or evict squatters from the **Buildings**.

Provided that:

A) the **Company** will not be liable for:

i) fines, penalties, compensation or damages arising in the course of removal or eviction;

ii) occupation of squatters occurring prior to the inception of this cover;

B) such loss is not otherwise insured.

16 Exhibition Equipment

The **Company** will pay for **Damage** by an insured **Cover** to exhibition and display models and similar promotional equipment not otherwise insured while being used or stored at any exhibition, trade fair or conference attended by the **Insured** in **the Territorial Limits**.

Provided that:

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

B) no other more specific insurance has been arranged.

17 Explosion of Steam Pressure Plant

The insurance provided against explosion (if insured) is extended to include **Damage** to the **Buildings** resulting from the bursting of any boiler or other plant which belongs to or is under the control of the **Insured** in which internal pressure is due to steam only provided:

A) a separate Engineering insurance is in force for the primary £1,000,000;

B) the plant is regularly inspected by an independent competent engineer in accordance with statutory requirements.

18 Fly Tipping

The **Company** will pay costs necessarily and reasonably incurred in clearing and removing any property in consequence of its being illegally deposited in or on the **Premises**.

19 Frustrated Legal Costs

The **Company** will indemnify the **Insured** in respect of legal costs and expenses for the prospective sale of any **Property Insured** and the amount payable shall be such sums as the **Insured** shall be legally liable to pay and shall pay solely as a consequence of the cancellation of the sales as a result of **Damage** by any cause not otherwise excluded provided that the liability of the **Company** in respect of this extension shall not exceed the Limit stated in the **Schedule of Extensions**.

20 Glass Cover Extension

The cover granted under this insurance in respect of **Damage** to fixed **Glass** includes the reasonable cost of:

A) any necessary boarding up or temporary glazing pending replacement of broken **Glass**;

B) removing and refixing window fittings and other obstacles to replacement.

21 Illegal Cultivation of Drugs

The **Company** will pay for the costs of clean up and remedial works from the use of the **Premises** for the manufacture, cultivation, harvesting or processing by any other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).

In respect of residential properties only:

In order for the cover provided under this Extension to operate, the **Insured** must ensure that they or anyone acting on their behalf obtains, verifies and retains written references from a current employer, guarantor or former landlord of any new tenant prior to allowing them to move in.

Where it is material to the type of loss, failure to comply with this requirement will result in the Company not paying the Insured's Property Damage claim.

22 Inadvertent Omission to Insure

This insurance is extended to include cover for premises in the **Territorial Limits** which the **Insured** owns or which they are responsible to insure:

A) which the **Insured** has inadvertently failed to insure under this or any other policy;

B) which the **Insured** has inadvertently failed to insure against all the causes or **Covers** insured by this Section of this **Policy** but the cover under this clause in respect of premises under B) is restricted to the uninsured causes or **Covers** only,

provided that:

i) immediately on becoming aware of:

   a) any premises not insured under A) above, the **Insured** shall arrange insurance with the **Company** with effect from inception of this **Policy** or any other policy with the **Company** that this **Policy** has replaced or the date upon which the insurance should have been arranged whichever is the later;

   b) any premises not insured under B) above for all the causes or **Covers** insured by this Section of the **Policy** the **Insured** shall arrange insurance for the uninsured causes or **Covers** with effect from inception of this **Policy** or any other policy with the **Company** that this **Policy** has replaced or the date upon which the insurance should have been arranged whichever is the later;

ii) this clause shall not apply to any premises covered under any Automatic Cover - Newly Acquired/ Constructed/ Refurbished Properties clause;

iii) the **Company's** liability any one claim for **Buildings** and **Rent** shall not exceed the Limit stated in the **Schedule of Extensions**;

iv) in respect of any premises undergoing or awaiting refurbishment redevelopment renovation or demolition the Alternative Basis of Settlement shall apply in respect of **Buildings**.

23 Involuntary Bailee and Bailor's Goods

The costs arising from **Damage** to goods in the custody and control of the **Insured** and for which the **Insured** are legally liable as bailor whilst situate within the **Premises** in so far as such goods are not otherwise insured,

provided that the **Company** will not be liable:

A) in respect of loss by theft or any attempt thereat of gold, silver, precious stones, precious metals, bullion, furs, curiosities, works of art, rare books, audio visual goods, computer equipment, cameras, jewellery or **Money**;

B) in respect of unaccountable losses;

C) unless a signed inventory is issued to the tenant or lessee as soon as a repossession takes place.

24 Involuntary Betterment

The costs described below in the event that **Property Insured** suffers **Damage** to the extent that it cannot be economically repaired and replacement property of like kind and quality is not obtainable:

A) new **Property** that is as similar as possible to that suffering **Damage** and that is capable of performing the same function shall be deemed to be new **Property** of like kind and quality and in no event shall this be considered as a betterment to the **Insured**;

B) the **Company** will also pay the cost of purchasing and installing technologically current equipment, which is necessitated by incompatibility between new equipment installed to replace equipment suffering **Damage** and undamaged existing equipment at the same or an interdependent location,

provided that the **Company** shall:

i) be liable only for the amount sufficient to enable the **Insured** to resume operations in substantially the same manner as before the **Damage**;

ii) be liable only for the difference between the highest sales value of the undamaged existing equipment at the same or interdependent location and the installed cost of the technologically current equipment.

25 Landlord's Contents

In the event of **Damage**, if no **Contents Sum Insured** is specified and not otherwise insured in this **Policy** then the property of the landlord or for which they are responsible and situate at the **Premises** will be insured except for:

A) **Buildings** occupied for residential purposes,

where the **Company** will only pay for **Contents** of common parts of the **Buildings**.

26 Loss Reduction Expenses

The reasonable costs and expenses incurred by the **Insured**, to:

A) prevent or reduce losses in the event of **Imminent Damage** that would have been insured under this **Policy**;

B) reduce losses arising from **Damage** insured under this **Policy**;

provided that:

i) the **Imminent Damage** could not reasonably have been foreseen earlier and would have occurred if such costs or expenses had not been incurred; and

ii) the costs or expenses incurred did avoid or reduce the **Damage**;

iii) the **Company's** liability shall not exceed the amount of **Damage** thereby avoided.

27 Mitigation of Environmental Impact

Any reasonable costs incurred by the **Insured**, if in consequence of **Damage**, the **Insured** elects (with the prior agreement of the **Company**) to reinstate **Buildings** and/or **Contents** in a manner that aims to reduce the impact on the environment but which increases the cost of reinstatement, then this **Policy** extends to include the reasonable additional costs incurred by the **Insured** for such purposes and this shall not be considered as betterment to the **Insured**.

Provided that:

A) such reasonable additional costs shall include but not be limited to costs incurred in:

  i) using sustainable construction materials;

  ii) modifying design or materials in order to reduce carbon emissions or atmospheric pollution or to improve energy efficiencies;

B) this Extension includes the reasonable additional cost of reinstatement in respect of undamaged portions of **Property** provided that the **Company** shall not be liable for such additional cost in respect of any **Building** or item of **Contents** that has not sustained **Damage**;

C) such costs shall exclude those associated with removing debris;

D) the **Company** shall not be liable for:

  i) such additional costs for work already planned by the **Insured** prior to the **Damage**;

  ii) more than the Limit of Liability.

28 Money

This insurance is extended to include cover for **Money** at the **Premises** insured by this **Policy** for which the **Insured** is responsible and not otherwise more specifically insured.

Provided that:

A) where **Money** is not contained within a locked safe or strong room the limit of liability is reduced to £250 each and every loss;

B) no cover applies to:

  i) theft by any director, partner or employee not discovered within seven working days of the occurrence;

  ii) shortage due to error or omission;

  iii) loss from an unattended vehicle;

  iv) loss due to the use of counterfeit **Money**;

  v) loss in transit;

  vi) any **Damage** whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

    a) Terrorism;

    b) **Damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except for **Damage** caused by fire or exclusion), strikers, locked-out workers or persons taking part in labour disturbances or malicious persons, For the purposes of this Money Extension only, the Exclusions to Sections 1 – Property Damage Insurance shall not apply.

29 Mortgagees and Lessors

Any increase in the risk of **Damage** arising from any act or neglect of a mortgagor, lessee, or occupier of any **Buildings** insured under this **Policy** shall not prejudice the interest of any mortgagee, lessor, or freeholder, provided that such increase in risk occurs without the knowledge or authority of the mortgagee, lessor, or freeholder.

Upon becoming aware of any such increase in risk, the mortgagee, lessor, or freeholder must notify the **Company** immediately and pay any additional premium required.

30 Party Wall

The **Company** will pay the reasonable costs and expenses incurred by the **Insured** in reinstating a party wall following **Damage**.

31 Personal Possessions

Cover is extended to include personal effects of site staff or managing agents as far as they are not otherwise insured.

32 Preservation of Undamaged Property

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

33 Privity of Contract

This Extension applies to premises in the **Territorial Limits** only.

This Section includes subject to the Special Conditions stated below all such sums as the **Insured** will become legally liable to pay and will pay as indemnity to any tenant in respect of the repair or reinstatement of premises previously owned but which are no longer the property of the **Insured** and where the current owner has failed to maintain adequate insurance cover.

Retroactive date as specified in the **Schedule** or Certificate.

Special Conditions:

A) the insurance by this clause will not contribute in respect of any more particular insurance effected by the new owner, tenants or sub-tenants;

B) the **Insured** will take all reasonable and appropriate steps to obtain release from their liabilities under the covenants to insure such property on its disposal;

C) this clause will only be effective if the **Company** are the sole provider of Buildings Insurance in respect of the **Insured's** properties owned in connection with the **Business** as defined in the **Schedule** and where the **Insured** has an obligation to arrange such insurance.

34 Property at Other Locations

Property Insured whilst removed from the **Premises** at any location and whilst in transit as indicated below except that:

A) this extension applies only in so far as the **Property** is not otherwise insured;

B) this extension applies only to **Damage** occurring within the **Territorial Limits**;

C) the **Company's** liability for any one loss shall not exceed the Limit of Liability stated below;

Limit of Liability for any one loss:

i) documents, manuscripts and business books at any location and whilst in transit – the limit stated in the **Contents** definition;

ii) other **Property Insured** (excluding vehicles licensed for road use) at any location to which the **Property Insured** has been temporarily removed for cleaning, renovation, repair or other similar purposes and whilst in transit between the **Buildings** and such temporary locations by road, rail or other inland waterway, but only to the extent that the **Property Insured** is not otherwise insured – the limit stated in the **Schedule of Extensions**.

35 Removal of Nests

The insurance by each item on **Buildings** includes the reasonable costs of removing vermin or insect nests other than those nests which were already in the **Buildings** prior to the inception of this insurance.

36 Replacement of Locks

The **Company** will pay to the **Insured** costs and expenses necessarily and reasonably incurred for the replacement of locks electronic keys/cards and programming costs or resetting of digital locks following the theft or accidental loss of the keys.

37 Resilient Repairs

The Insurance Provided in respect of **Buildings** is extended to include reasonable additional costs of reinstatement incurred with the consent of the **Company** to make **Resilient Repairs** during the reinstatement or replacement of the **Property Insured** as a result of **Damage**,

provided that:

A) the **Company** shall not be liable for such additional costs for work already planned by the **Insured** prior to the **Damage**;

B) any claim for costs of **Resilient Repairs** shall be limited to, either:

   i) 10% of the total cost of reinstatement payable under this **Policy**; or

   ii) the maximum Limit of Liability as stated in the **Schedule of Extensions**,

   whichever is the lesser.

38 Third Party Failure to Insure

This Section includes:

A) **Buildings**; and

B) **Rent** of such **Buildings**,

at the **Premises** defined below for the amount of such **Damage** to such buildings or such loss of **Rent** in accordance with the terms, conditions, exclusions, provisions and definitions of this **Policy** but only to the extent that the lessee or freeholder is unable to recover such an amount equivalent to that which could be payable under this **Policy** if the lessee or freeholder were the **Insured** as a result of:

i) the lessee or freeholder having failed to arrange or maintain insurance to comply with the terms of the lease;

ii) the lessee or freeholder having failed to insure for an adequate amount unless the amount insured had been approved by the **Insured**,

but excluding any payments in respect of **Damage** or loss of **Rent** that the **Insured** recovers from any other party.

No amount will be recoverable:

a) due to the operation of any excess or deductible under any more specific insurance;

b) where the lessee or freeholder's policy fails due to the breach of any condition or warranty contained within the lessee or freeholder's policy as a result of the action of the **Insured**;

c) due to the failure of the lessee or freeholder to make or pursue a legitimate insurance claim;

d) unless the **Insured** carry out at not less than annual intervals a check of all properties owned by them or leased by them and for which they are responsible to ensure that effective insurance is in force for such properties.

Definition of Premises applicable to this clause

All properties of the **Insured** anywhere in the **Territorial Limits** which are leased to or by them but not specifically insured or referred to elsewhere under this **Policy** and where the lessee or freeholder is responsible for arranging insurance under the terms of a lease with the **Insured**.

Special Conditions applicable to this clause

1) The **Company** will not be liable in respect of **Rent** unless the **Building** to which the **Rent** relates be so **Damaged** as to be rendered unfit for occupation and then only for such proportion of the **Rent** payable as may be equivalent to the period necessary for reinstating the destruction or damage sustained but not exceeding 36 months.

2) This clause will only take effect if the **Company** are the sole provider of Buildings Insurance in respect of the **Insured's** properties owned in connection with the **Business** as defined in the **Schedule** and where the **Insured** has an obligation to arrange such insurance.

39 Trace and Access

The costs necessarily and reasonably incurred by the **Insured**, in the event of **Damage** occurring as a result of escape of water, beverages or oil as insured incurred in:

A) locating the source of such **Damage**;

B) repairing and making good any **Damage** caused in locating the source of the **Damage**;

C) repairing or replacing tanks, apparatus, pipes or appliances which have been **Damaged** by freezing.

40 Tree Felling and Lopping

The **Company** will pay the costs of removing or lopping trees which are an immediate threat to the safety of life or property excluding legal or local authority costs involved in removing trees, costs incurred solely to comply with a Preservation Order, or for costs incurred in respect of routine maintenance.

41 Tree Removal

The **Company** will pay reasonable costs and expenses necessarily incurred in removing fallen trees and branches from the **Premises** resulting from any of the **Covers** insured.

42 Unauthorised Use of Water, Gas, Electricity and Oil

The **Company** will pay the costs of metered water, gas, electricity and oil for which the **Insured** is legally responsible arising from its unauthorised use by persons taking possession of or occupying the **Premises** without the consent of the **Insured**.

43 Underground Services

The **Company** will indemnify the **Insured** under this Section for **Damage**, for which the **Insured** is legally liable, by any of the **Covers** (whether or not such **Cover** is operative) to underground pipes, cables, drains (and their respective inspection covers), supplying services to and carrying waste from the **Premises** to the point of junction with the public supply lines, mains and sewers.

44 Workers

Workers are allowed in and about the **Premises** for the purpose of carrying out minor alterations, repairs, decoration and general maintenance and the like without prejudice to the terms of the **Policy**.

Extensions in respect of Rent only

The **Company's** liability in respect of each and every Extension shall not exceed the corresponding Limit of Liability any one loss shown in the **Schedule of Extensions** attached to and forming part of the **Policy**.

Where the cover provided by this Section of this **Policy** is hereby extended under more than one of the extensions, only one **Limit of Indemnity**, being the largest applicable, will be available to the **Insured** in respect of the loss.

1 Business Rates

The **Company** will pay the costs for which the **Insured** becomes legally responsible in respect of business rates (National Non Domestic Rates) in consequence of **Damage** as insured.

Provided that:

A) but for such **Damage** the business rates would not have been payable by the **Insured**;

B) the **Company's** liability will only apply to costs incurred during the **Indemnity Period** as specified in the **Schedule** or 36 months whichever is the lesser.

2 Failure of Utilities

The insurance by each item on **Rent** is extended to include loss of **Rent** arising from the failure of the onshore supply of:

A) telecommunications and internet services up to the incoming line terminals or receivers at the **Premises**;

B) electricity at the terminal ends of the supplier's service feeders at the **Premises**;

C) gas at the supplier's meters at the **Premises**;

D) water at the supplier's main stopcock serving the **Premises**,

by any cause other than:

i) the deliberate act of any supplier;

ii) by any such supplier exercising its power to withhold or restrict supply;

iii) by drought.

3 Loss of Attraction

The cover provided by the loss of **Rent** in this **Policy** is extended to include loss resulting solely and directly from an interruption to the **Business** caused by a reduction in the number of customers at the **Insured's Premises** solely and directly as a result of **Damage** to property within 1,000 metres of the **Insured's Premises** in consequence of which:

i) the turnover of the lessee's business is affected; and

ii) the **Rent** receivable by the **Insured** is reduced; or

iii) an agreement to lease the **Premises** in the course of negotiation is avoided or delayed and the **Rent** receivable by the **Insured** is reduced,

but excluding **Damage** to property of any supply undertaking which supplies electricity gas water or telecommunications services to the **Insured's Premises**.

For the purpose of this Extension only the **Maximum Indemnity Period** shall not exceed three months and will apply from the date on which the **Damage** to property which caused the reduction in the number of customers at the **Insured's Premises** first occurred.

The **Company** will not, under any other Section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:

a) which would not have arisen if this Extension did not apply; or

b) greater than that for which it would have been liable if this Extension did not apply.

There is no cover under this Extension for any interruption to the **Business** caused by the prevention of access to the **Insured's Premises**.

4 Managing Agents Premises

The insurance by each item on **Rent** is extended to include loss as insured resulting solely from **Damage** by any cause or cover insured to buildings or other property at any location in the **Territorial Limits** owned or occupied by the **Insured's** managing agents for the purposes of their business in consequence of which the **Rent** receivable by the **Insured** is reduced.

5 Prevention of Access (Damage)

The cover provided by the loss of **Rent** in this **Policy** is extended to include the prevention of access to the **Insured's Premises** or part thereof solely and directly as a result of **Damage** to property within one mile of the **Insured's Premises** but excluding **Damage** to property of any supply undertaking which supplies electricity gas water or telecommunications services to the **Insured's Premises**.

For the purpose of this Extension only the **Maximum Indemnity Period** shall not exceed 12 months and will apply from the date on which the **Damage** to property which caused the prevention of access first occurred.

The **Company** will not, under any other Section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:

a) which would not have arisen if this Extension did not apply; or

b) greater than that for which it would have been liable if this Extension did not apply.

6 Prevention of Access (Non-Damage)

The cover provided by the loss of **Rent** in this **Policy** is extended to include the prevention of access to the **Insured's Premises** or part thereof on the order of a public authority caused solely and directly by an emergency occurring only at the **Insured's Premises** or only within (and not beyond) one mile of the **Insured's Premises** which is likely to;

A) endanger human life; or

B) cause damage to property arising from the:
   i) unlawful occupation by a third party of a building or part thereof except in the course of any trade disputes including but not limited to strikes, picketing and labour disturbances;
   ii) suspected or actual existence of an explosive device,

provided that the **Company** will not be liable for:

A) any loss as insured by this extension involving an interruption of less than 12 hours continuous duration;

B) any loss during any period other than the actual period where access to the **Insured's Premises** was prevented;

C) any prevention of access to the **Insured's Premises** as a result of **Damage**, or arising from any cause within the direct control of the **Insured** including any non-compliance with a prior order or advice of a public authority;

D) any loss arising directly or indirectly from or in any way connected to:
   i) disease; or
   ii) weather or drought.

No cover is provided under this Extension for any prevention of access caused by or contributed to by or in any way related to any emergency occurring further than one mile from the **Insured's Premises**.

For the purpose of this Extension only the **Maximum Indemnity Period** shall not exceed three months and will apply from the date from which the order of the public authority first prevented access to the **Insured's Premises** or part thereof.

The **Company** will not, under any other Section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:

a) which would not have arisen if this Extension did not apply; or

b) greater than that for which it would have been liable if this Extension did not apply.

7 Specified Disease

For the purposes of this Extension only the Disease Exclusion does not apply.

The cover provided by the loss of **Rent** in this **Policy** is extended to include loss arising from closure of the **Insured's Premises** or part thereof on the order of a public authority caused solely by:

A) food or drink poisoning arising from food or drink supplied from the **Insured's Premises**; or

B) the manifestation at the **Insured's Premises** of any the following diseases in a human:

   Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Infectious Bloody Diarrhoea, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Paratyphoid fever, Typhoid Fever, Plague as a result of Yersinia Pestis bacteria, Rabies, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Viral Hepatitis, Whooping cough, Yellow Fever,

provided that:

1 the **Maximum Indemnity Period** is limited to three months and shall apply from the date from which the closure order of the public authority is complied with;

2 the **Company** will not, under any other Section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:
   a) which would not have arisen if this Extension did not apply; or
   b) greater than that for which it would have been liable if this Extension did not apply;

3 in respect of a manifestation at the **Insured's Premises** of Legionellosis or Legionnaires' disease it is a condition precedent to any liability of the **Company** that at the time of such outbreak at the **Insured's** own **Premises** the **Insured** shall have been in complete compliance with the Health and Safety Executive Approved Code of Practice (ACOP) unless such non-compliance shall have been notified in writing to the **Company** and confirmed as acceptable by the **Company**;

4 this Extension shall not provide cover in respect of any closure of the **Insured's Premises** or part thereof on the order of a public authority caused in whole or in part by a manifestation at the **Insured's Premises** of any disease which is part of an outbreak which has been or is or shall be designated or declared to be a pandemic by the World Health Organisation or any person or body undertaking substantially the same function. Once any outbreak of a disease has been so designated or declared then for the purposes of this **Policy** it will be deemed that it was so designated or declared from the commencement of the outbreak;

5 no cover is provided under this Extension for any closure of the **Insured's Premises** caused or contributed to by or in any way related to the manifestation of any such disease at a place other than the **Insured's Premises**.

8 Vermin or Pests Defective Sanitation and Murder or Suicide

The cover provided by the loss of **Rent** in this **Policy** is extended to include loss arising from closure closure of the **Insured's Premises** or part thereof on the order of any local or governmental authority caused solely as a result of:

A) the discovery of vermin or pests; or

B) an accident causing defects in the drains or other sanitary arrangements; or

C) a murder or a suicide,

at the **Insured's Premises**.

Provided that the **Maximum Indemnity Period** shall not exceed three months and shall apply from the date from which the closure order of the public authority is complied with.

The **Company** will not, under any other Section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:

a) which would not have arisen if this Extension did not apply; or

b) greater than that for which it would have been liable if this Extension did not apply.

What is not covered

The following are the causes excluded except as otherwise stated in the **Schedule**.

1 Intruder Alarm

Damage by **Cover** 8 Theft at any **Premises** where the **Insured** has knowingly and wilfully failed to maintain the **Intruder Alarm** protection.

2 Cyber and Data

A) **Cyber Loss**; or

B) loss, **Damage**, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, **Damage**, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent **Damage** to **Property Insured** and any loss of **Rent** caused by such **Damage** to **Property Insured** where such **Damage** is caused by any of the following Defined Perils which directly results from a **Cyber Incident** or a **Cyber Act**.

Defined Perils shall mean the following **Covers** unless otherwise excluded by this **Policy**:

Fire, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious vandalism (but only where involving physical force or violence), Storm or Flood, Escape of water, beverages or oil, Impact, Sprinkler Leakage or Theft.

3 Marine

Damage to property which at the time of the happening of the **Damage** is insured by or would but for the existence of this insurance be insured by any 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 insurance not been effected.

4 Insured's Contribution

The **Insured's Contribution**, as specified in the Certificate or **Schedule**, being the first part of each and every loss to be borne by the **Insured**, at each separate **Premises**, as ascertained after the application of all other terms and conditions of this **Policy** including the Underinsurance provision.

Damage caused by **Covers** 2 (Earthquake) and 4 (Storm or Flood) occurring continuously or intermittently within any period of 72 consecutive hours shall be deemed to constitute one loss, provided that, in the event of expiry or cancellation of this **Policy** any such period may not end later than the termination of the **Period of Insurance**, such period shall be deemed to have commenced on the first happening of such **Damage**.

In the event of multiple losses being identified, at any one **Premises**, without the previous knowledge of the **Insured**, the **Insured's Contribution** will be applied once in respect of the total value of the loss.

5 Pollution or Contamination

Damage to any property and any loss or expense or liability resulting or arising therefrom caused by pollution or contamination except (unless otherwise excluded) destruction of or **Damage** to the **Property Insured** caused by:

A) pollution or contamination which itself results from any **Cover** insured (other than Cover 10);

B) any **Cover** insured (other than Cover 10) which itself results from pollution or contamination.

6 Property Excluded

Damage to **Property** which is more specifically insured, vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft, land, piers, jetties, bridges (other than pedestrian access bridges), culverts and excavations, livestock, growing crops, or overhead transmission lines.

7 Sprinkler Protections

Damage by **Cover** 1A) Fire at any **Premises** where sprinkler protection is a requirement of cover and is shown in the **Schedule** if the **Insured** has knowingly and wilfully failed to maintain the system.

8 Terrorism

any loss, destruction, **Damage**, cost, expense, or any consequential loss of whatsoever nature, 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 riot and civil commotion.

This **Policy** also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In **Great Britain** and Northern Ireland Terrorism means:

acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM government in the United Kingdom or any other government de jure or de facto.

In so far that the insurance by this **Policy** is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means:

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

i) influence any government or any international governmental organisation; or
ii) put the public or any section of the public in fear.

In any action, suit or other proceedings where the **Company** alleges that by reason of this Exclusion any **Damage** or loss resulting from **Damage** is not covered by this **Policy** the burden of proving that such **Damage** or loss is covered shall be upon the **Insured**.

Property Damage Definitions

Buildings

A) Buildings (including foundations);
B) small outside buildings, extensions, annexes, yards, forecourts, paved areas, solar panels, wind turbines attached to the buildings, fixed signage, canopies, street furniture, building management security systems, foundations, **Glass**, telephone, gas and water mains, electrical instruments, meters, piping, cabling and the accessories thereon extending from the buildings to the perimeter of the **Premises** or to the public mains (including those underground);
C) landlord's fixtures and fittings (including fixed **Glass** and fitted floor coverings) and tenants' improvements for which the landlord is responsible in on or around the Buildings;
D) furnishings and other contents of common parts of the Buildings including seasonal items introduced to shopping centres;
E) gangways pedestrian malls and pedestrian access bridges;
F) walls, gates, fences;
G) car parks roads pavements and similar surfaces all constructed of solid materials;
H) landscaping excluding external ponds and lakes,

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

For the purpose of determining whether any property falls within the definition of Buildings the **Company** agrees to accept the designation under which such property has been entered in the **Insured's** books or which has been used by the **Insured** in computing the **Sums Insured** hereunder or for which the **Insured** is responsible under the terms of the lease.

Contents

In so far that they are not otherwise insured:

A) landlord's fixtures and fittings (including fixed **Glass** and fitted floor coverings) and tenants' improvements for which the landlord is responsible in on or around the **Buildings**;
B) furnishings and other contents of common parts of the **Buildings** including seasonal items introduced to shopping centres;
C) directors', partners' and employees' personal effects including clothing, pedal cycles, tools and instruments for an amount not exceeding £2,500 per person;
D) wines, spirits, cigarettes and tobacco held for entertainment purposes for an amount not exceeding £500 in total in respect of **Damage** by Theft (if insured);
E) documents, manuscripts and business books (excluding computer systems records) for an amount not exceeding £25,000 in respect of any one loss.

Contract Works

The temporary or permanent works executed or in the course of execution (including unfixed site materials for use in connection with such works) at the **Premises** by or on behalf of the **Insured** for the purposes of alterations or improvements to the **Premises**.

Day One Reinstatement Value

The total of costs A), B), C), D) and E) within Property Damage – The Insurance Provided in respect of Buildings and Contents (at the level of costs applying at the commencement of the **Period of Insurance**) in reinstating the **Buildings**:

1 to a condition substantially the same as their condition when new,

or if in the **Schedule** it is stated that the Alternative Basis of Settlement applies:

2 after an appropriate deduction for wear and tear.

Day One Rental Value

A) The actual annual **Rent** at the commencement of the **Period of Insurance**; or

B) if the **Buildings** are untenanted at that date:

the actual annual **Rent** at which the **Buildings** were subsequently let (or the estimated annual **Rent** at which they are expected to be let); or

C) if the **Buildings** are subject to a rent free period concession at that date:

the actual annual **Rent** that applies from the date immediately after the rent free period ceases.

In each case the amount to be proportionately increased where the **Indemnity Period** exceeds one year.

Declared Value

The value applying at the commencement of the **Period of Insurance** shown in the **Schedule** or Certificate, which represents the costs of reinstatement including professional fees, debris removal and compliance with statutory or regulatory requirements, excluding any provision for inflation during the **Period of Insurance**.

Empty Disused or Unoccupied

Any **Building** that is unfurnished untenanted or no longer in active use.

Glass

Normal flat annealed glass including toughened and laminated glass.

High Hazard trades

For the purpose of Extensions 3, 20, 31 and 36 High Hazard trades shall mean:

A) storage and/or processing of waste materials;

B) recycling of waste materials;

C) piers;

D) fibreglass manufacturers;

E) firework or firelighter manufacturers;

F) indoor markets;

G) animal breeding and/or testing risks;

H) tyre retreaders and/or tyre storage;

I) aerosol filling using flammable gas;

J) bedding and mattress manufacturers and warehouses;

K) rubber and/or foam plastic manufacturing risks;

L) country mansions or converted country mansions.

Indemnity Period

The period beginning when the **Damage** occurs for which the **Company** shall pay any loss and ending when the results of the **Business** cease to be affected in consequence of the **Damage** but not exceeding the **Maximum Indemnity Period** stated in the **Schedule**.

Maximum Indemnity Period

The period stated in the **Schedule** unless specifically amended in any policy clause.

Money

Cash, bank notes and currency notes only.

Property Insured

Buildings, **Contents**, other property or interests at the **Premises** as described in the Certificate or **Schedule** and all being the property of the **Insured** or for which they are responsible.

Rent

Rent including service charges.

Resilient Repairs

Improvements intended to mitigate and if possible prevent a recurrence of the same insured **Cover**, including but not limited to the type of materials used in the reinstatement of the **Property Insured**, and the design and construction of the building and its internal and external fixtures and fittings.

Schedule of Extensions

The statement of details specific to the **Insured** forming part of the **Policy**.

Services

Telephone gas electricity water mains drains and sewers electrical instruments meters piping cabling and the accessories thereto providing services to or from the **Buildings** and for which the **Insured** are responsible.

Sum Insured

Value shown in the **Schedule** or Certificate.

In respect of **Buildings** and **Contents** the Sum Insured is the **Declared Value** plus and allowance for inflation during the **Period of Insurance** and in the event of a claim the period of reinstatement.

Stipulations

1 any legislation, directive, statutory requirement, regulation, bye-law, requirement of any government department or agency, municipal or local authority or recognised environmental protection agency binding upon the **Insured**; or

2 the **Company** requiring compliance with the applicable rules of an automatic sprinkler installation which conformed to the applicable rules when installed but fails to conform to subsequent amendments to those rules,

For the purposes of this definition, the applicable rules means FOC 28th or 29th Edition Rules, BS EN 12845 including LPC Rules for Automatic Sprinkler installations.

Section 2 – Terrorism Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE CERTIFICATE OR SCHEDULE

What is covered

Notwithstanding any provisions to the contrary within this **Policy**, the insurance in respect of all items, Clauses or Extensions, insured by the insurances shown in the Terrorism Insurance Section of the **Schedule**, are extended to include Terrorism Insurance as specified in the Heads of Cover below.

Terrorism Insurance Heads of Cover:

1 **Damage** to **Property**;

2 **Non Damage**; and

3 loss resulting from **Damage** to **Property**,

to the extent and insofar that they are insured by this **Policy** in the Territories stated below, the proximate cause of which is an **Act of Terrorism**, where any **Act of Terrorism** within **Great Britain** must be certified as such by HM Treasury or a tribunal as may be agreed by HM Treasury, provided always that Terrorism Insurance is:

A) subject to Exclusions 1–3 below; and

B) not subject to any other exclusions stated in this **Policy**,

provided also that the **Company's** liability in any one **Period of Insurance** shall not exceed:

i) in the whole the total **Sum Insured**; and

ii) in respect of any item its **Sum Insured**, or any other stated Limit of Liability specified in the **Schedule** or elsewhere in the **Policy**,

whichever is the lower subject always to the limit(s) applying to Terrorism Insurance shown against the Territories stated below after the application of all the provisions of the insurance including any **Insured's Contribution** or Excess.

Territory	Limit of Liability
A) **Great Britain**	As otherwise specified in this **Policy**
B) Elsewhere in the world	Not insured

Conditions

1 In any action, suit or other proceedings where the **Company** alleges that any **Damage**, **Non-Damage** or loss resulting from **Damage** to **Property** is not covered by this Terrorism Insurance the burden of proving that such **Damage**, **Non-Damage** or loss is covered shall be upon the **Insured**.

2 Any terms in this **Policy** which provide for adjustments of **Premium** based upon declarations on expiry or during the **Period of Insurance** do not apply to Terrorism Insurance.

3 If this **Policy** is subject to any Long-Term Agreement/Undertaking, it does not apply to Terrorism Insurance.

All the terms, definitions, provisions, conditions and extensions of this **Policy** apply except in so far as they are expressly varied by the Terrorism Insurance section.

What is not covered

Terrorism Insurance does not cover:

1 Riot civil commotion War and Allied Risks

Any loss or **Damage** whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

2 Electronic Risks

Any loss or **Damage** whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

A) **Damage** or **Non Damage** to or the destruction of any **Computer System**; or

B) any alteration, modification, distortion, erasure or corruption of **Data**; and

in each case whether the property of the **Insured** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.

3 Nuclear Risks and Chemical, Biological and Radiological Contamination

Any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:

A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;

C) chemical and/or biological and/or radiological irritants, contaminants, or pollutants,

in respect of property situated outside of **Great Britain**.

Special Provision

1 Cyber Terrorism

This Special Provision applies only to:

A) Terrorism Insurance Heads of Cover 1 and 3; and

B) **Property** situated within **Great Britain** except it is not a requirement of cover for the person(s) initiating the act of terrorism to be sited in England, Wales, or Scotland;

and does not apply to:

i) Terrorism Insurance Head of Cover 2; or

ii) **Property** situated outside of **Great Britain**; or

iii) **Residential Property** insured in the name of a **Private Individual**.

Electronic Risks Exclusion 2A) and 2B) above shall not apply to any **Covered Loss** provided that such **Covered Loss**:

A) results directly (or, solely as regards B) iii) below, indirectly) from fire, explosion, flood, escape of water, beverages or oil from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, **Damage** to or movement of buildings or structures, plant or machinery other than any **Computer System**; and

B) comprises:

  i) the cost of reinstatement, replacement or repair in respect of **Damage** to or destruction of **Property** insured by the **Insured**; or

  ii) the amount of business interruption loss suffered directly by the **Insured** by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either:

    a) **Damage** to or destruction of **Property** insured by the **Insured**; or

    b) as a direct result of denial, prevention or hindrance of access to or use of the **Property** insured by the **Insured** by reason of an **Act of Terrorism** causing **Damage** to other property within one mile of the **Property** insured by the **Insured** to which access is affected; or

  iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **Damage** to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by the **Insured** to avoid or diminish such loss; and

C) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of **Property** for the purposes of this Special Provision shall additionally exclude:

i) any money (including **Money** as defined within this **Policy**), currency, electronic cryptographic or virtual currency including bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and

ii) any **Data**.

Notwithstanding the exclusion of **Data** from **Property**, to the extent that **Damage** to or destruction of **Property** within the meaning of B) within this Special Provision, indirectly results from any alteration, modification, distortion, erasure or corruption of **Data**, because the occurrence of one or more of the matters referred to in A) within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **Data**, that shall not prevent cost or business interruption loss directly resulting from **Damage** to or destruction of such **Property** from being recoverable under this Special Provision.

In no other circumstances than the previous paragraph, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be recoverable under this Terrorism Insurance.

Definitions

Where the following defined words appear elsewhere in this **Policy**, they are replaced only in respect of this Terrorism Section by the definitions below. All other definitions remain unchanged.

Act of Terrorism

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

Computer Systems

A computer or other equipment or component or system or item which processes, stores, transmits, or receives **Data**.

Covered Loss

All losses arising under Terrorism Insurance Heads of Cover 1 and/or 3 of this Terrorism Insurance section that occurs in the Territory, the proximate cause of which is an **Act of Terrorism**.

Damage

Physical loss, destruction or damage.

Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to **Damage**, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Computer Systems**.

The definition of Denial of Service Attack includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

Great Britain

England, Wales and Scotland (including the Channel Tunnel up to the frontier with the Republic of France as defined by the Treaty of Canterbury 1986) but not the territorial seas adjacent to (as defined by the Territorial Sea Act 1987).

Hacking

Unauthorised access or legitimate access resulting in unauthorised acts to any **Computer System** by whatever means, whether the property of the **Insured** or not.

Non Damage

All losses arising as a result of interruption or interference with the **Business** of the **Insured** in consequence of:

A) access to, exit from or use of any premises located within the Territory owned or occupied by the **Insured** being impaired or prevented due to the actions of the police, competent authority or any other statutory authority, the proximate cause of which is an **Act of Terrorism**; and/or

B) an **Act of Terrorism** in the vicinity of, but in no event further than one mile from, any premises within the Territory owned or occupied by the **Insured** which results in the **Business** carried on at such premises having a diminished attraction to customers and solely in consequence thereof, an identifiable reduction in the **Business** of the **Insured**, but in no event shall the maximum period of indemnity for such interruption or interference with the **Business** exceed three months.

Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

A) the production or use of atomic energy; or

B) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or

C) the storage, processing, or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

Any plant (including any machinery, equipment, or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Phishing

Any access or attempted access to **Data** or a **Computer System** made by means of misrepresentation or deception whether effected by or to a human, a **Computer System**, an AI system or by whatever means.

Private Individual

Any:

A) individual; or

B) beneficiaries of or trustees of a trust where insurance is arranged under the terms of a trust; or

C) beneficiaries or executors of a will; or

D) sole traders,

where **Residential Property** is occupied by the individual, a beneficiary or trustee of a trust, or a beneficiary or executor of a will, or sole trader as their private residence(s), unless more than 20% commercially occupied (either by floor area or on the basis of the number of days that the **Property** is open to public).

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the title of the **Insured** includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the **Property Insured**.

Property

Property Insured (as defined within this **Policy**), but excluding:

A) any land or building which is occupied as a private residence or any part thereof which is so occupied unless:

   i) insured under the same contract of insurance as the remainder of the building which is not a private residence and is more than 20% commercially occupied (either by area or on the basis of the number of days that the **Property** is open to public); or

   ii) not insured in the name of a **Private Individual**; or

B) any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**.

Residential Property

Houses and blocks of flats and other dwellings (including household contents and personal effects of every description).

Virus or Similar Mechanism

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or generated or operated by an AI system, or purposely used, to **Damage**, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems**, **Data** or operations, whether involving self-replication or not.

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to **Damage**, interfere with, adversely affect, infiltrate, or monitor as above.

Section 3 – Liability Insurance

Section A - Employers' Liability

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE CERTIFICATE OR SCHEDULE

The insurance provided by Section A is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the **Company** or with the **Company's** written approval) of any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** stated in the **Schedule**.

What is covered

The **Company** will provide indemnity to any **Person Entitled to Indemnity**:

1 against legal liability for damages in respect of **Injury** of any **Person Employed** caused during the **Period of Insurance**:

A) in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man; or

B) while temporarily outside these territories,

arising out of and in the course of employment by the **Insured** in the **Business**;

2 in respect of claimant's costs and expenses which the **Insured** is legally liable to pay in connection with any claim under 1 above and the Extensions detailed under this Section incurred with the **Company's** prior written approval;

3 A) the costs of legal representation at any coroner's inquest or inquiry in respect of any death;

B) i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty, resulting in **Injury** which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the **Insured**, director or partner or **Employee** of the **Insured** for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007, or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;

ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success,

where the **Company** has an interest in the outcome of the proceedings;

C) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Section of the **Policy**,

incurred with the **Company's** prior written approval.

General Provisions

Provided that in respect of any one **Event**:

1 the total amount payable under this Section of the **Policy** (including all Extensions, additional Clauses and Memoranda) shall not exceed the **Limit of Indemnity**;

2 the **Company** may at any time pay the **Limit of Indemnity** (less any sums already paid or incurred) or any less amount for which, at the absolute discretion of the **Company**, the claims arising out of such **Event** can be settled.

The **Company** will then relinquish control of such claims and be under no further liability in respect thereof;

3 the total amount payable by the **Company** in respect of all damages costs and expenses, arising out of all claims during the **Period of Insurance** consequent on or attributable to one source or original cause, irrespective of the number of **Persons Entitled to Indemnity**, having a claim under the **Policy** consequent on or attributable to that one source or original cause, shall not exceed the **Limit of Indemnity** stated in the **Schedule**.

For the purposes of the **Limit of Indemnity**, all of the **Persons Entitled to Indemnity** under this **Policy** shall be treated as one party or legal entity, so that there will be only two parties to the contract of insurance namely the **Company** and the **Insured**.

Extensions to Section A

(each of which is subject otherwise to the terms of this Policy)

1 **Unsatisfied Court Judgments**

In the event of a judgment for damages being obtained:

A) by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** of the **Employee** caused during any **Period of Insurance** and arising out of and in the course of employment by the **Insured** in the **Business**;

B) against any company or individual operating from premises within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man,

in any court situate in the territories specified in B) above; and

C) remaining unsatisfied in whole or in part six months after the date of such judgment,

at the request of the **Insured** the **Company** will pay to the **Employee** or the personal representatives of the **Employee** the amount of any such damages and any awarded costs to the extent that they remain unsatisfied,

provided that:

A) there is no appeal outstanding;

B) if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgment to the **Company**.

2 **Compensation for Court Attendance**

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

A) any director or partner of the **Insured** £750

B) any **Employee** £500

3 **Automatic Acquisitions**

The indemnity provided by this Section of the **Policy** shall apply in respect of any new or acquired company within **Great Britain**, Northern Ireland, the Isle of Man and the Channel Islands from the date of creation or acquisition.

Provided that:

A) the activity of such company falls within the **Business**;

B) the new creation or acquisition does not have an annual turnover in excess of 10% of the **Insured's** annual turnover as declared to the **Company** at the beginning of the **Period of Insurance** or £10,000,000 whichever is the lesser;

C) the **Insured** shall submit full claims and underwriting information to the **Company** within 60 days after such creation or acquisition,

the **Company** shall have the right to make any additional charges or changes in terms in respect of such new creation or acquisition.

What is not covered

The indemnity will not apply to legal liability:

1 **Radioactive Contamination**

of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

where such legal liability is:

i) that of any principal;

ii) accepted under agreement and would not have attached in the absence of such agreement.

2 **Road Traffic Legislation**

in respect of **Injury** for which the **Insured** is required to arrange motor insurance or security in accordance with any road traffic legislation.

3 **Fines or Penalties**

for:

A) fines or penalties;

B) the costs of appeal against any improvement or prohibition notices;

C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012;

D) compensation ordered or awarded by a Court of Criminal Jurisdiction.

4 **Deliberate or Intentional Act or Omission**

arising from any deliberate or intentional act or omission committed by the **Insured**.

Section B – Property Owners' Public Liability

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE CERTIFICATE OR SCHEDULE

What is covered

The **Company** will provide indemnity to any **Person Entitled to Indemnity**:

1 up to the **Limit of Indemnity** against legal liability for damages in respect of:

A) accidental **Injury** of any person;

B) accidental loss of or **Damage** to **Property**;

C) 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 a deliberate act or omission of the **Insured** or which is a natural consequence of the ordinary conduct of the **Business** and which could reasonably have been expected by the **Insured**, having regard to the nature and circumstances of such act or omission;

D) wrongful arrest or false imprisonment,

happening during the **Period of Insurance** in connection with the **Business**;

2 in respect of claimant's costs and expenses which the **Insured** is legally liable to pay in connection with any claim under 1 above and the Extensions detailed under this Section incurred with the **Company's** prior written approval;

3 A) the costs of legal representation at any coroner's inquest or inquiry in respect of any death;

B) i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in **Injury** which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the **Insured**, director, partner or **Employee** of the **Insured** for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007, or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;

ii) costs and expenses of legal representation at any appeal against conviction of any criminal proceedings referred to in paragraph 3 B) i) above, if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success, where the **Company** has an interest in the outcome of the proceedings;

C) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Section of **Policy**,

incurred with the **Company's** prior written approval.

General Provisions

Provided that in respect of:

A) any one **Event**; or

B) all **Sudden Pollution or Contamination Incidents** considered by the **Company** to have occurred during the **Period of Insurance**,

the following shall apply:

i) the total amount payable by the **Company** in respect of 1 above and all Extensions, Clauses and Memoranda shall not exceed the **Limit of Indemnity**;

ii) the **Insured's Contribution** will be payable before the **Company** shall be liable to make any payment;

iii) the **Company** may at any time pay the **Limit of Indemnity** (less any sums already paid as damages) or any less amount for which, at the absolute discretion of the **Company**, the claims arising out of such **Event** can be settled;

The **Company** will then relinquish control and be under no further liability in respect of such claims except for costs and expenses for which the **Company** may be responsible prior to the date of such payment;

iv) where the **Company** is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the **Limit of Indemnity**;

v) the total amount payable by the **Company** in respect of all damages arising out of all claims during the **Period of Insurance** consequent on or attributable to one source or original cause, irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause, shall not exceed the appropriate **Limit of Indemnity** stated in the **Schedule**.

For the purposes of the **Limit of Indemnity**, all of the **Persons Entitled to Indemnity** under this **Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the **Company** and the **Insured** both as defined herein;

vi) in respect of claims happening or where a claim is brought in the **United States of America**, all costs and expenses of the claimant and the costs and expenses (incurred by the **Company** or with the **Company's** written approval) of any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** stated in the **Schedule**.

Extensions to Section B

(each of which is subject otherwise to the terms of this Policy)

1 Advertising Injury

The **Company** will indemnify the **Insured** in respect of legal liability for **Advertising Injury** committed during the **Period of Insurance**.

This Extension shall not apply in respect of:

A) liability arising from or caused by a deliberate or intentional act or omission of any **Person Entitled to Indemnity** by this Extension if the result thereof could reasonably have been expected by any person having regard to the nature and circumstances of such act or omission;

B) claims which arise out of circumstances notified to previous insurers or known to the **Insured** at inception of this Extension;

C) **Advertising Injury** where indemnity is provided by any other insurance;

D) **Advertising Injury** committed by any **Insured** whose **Business** is any of the following:

  i) advertising broadcasting publishing or telecasting;

  ii) designing or determining the content of websites for others;

  iii) providing an internet search access content or service provider;

E) **Advertising Injury** arising out of electronic bulletin boards or chatrooms that the **Insured** hosts owns or exercises control over.

2 Automatic Acquisitions

The indemnity provided by this Section of the **Policy** shall apply in respect of any new or acquired company within **Great Britain**, Northern Ireland, the Isle of Man and the Channel Islands from the date of creation or acquisition.

Provided that:

A) the activity of such company falls within the **Business**;

B) the new creation or acquisition does not have an annual turnover in excess of 10% of the **Insured's** annual turnover as declared to the **Company** at the beginning of the **Period of Insurance** or £10,000,000, whichever is the lesser;

C) the **Insured** shall submit full claims and underwriting information to the **Company** within 60 days after such new creation or acquisition,

the **Company** shall have the right to make any additional charges or changes in terms in respect of such new creation or acquisition.

3 Clean Up Costs

The **Company** will provide indemnity to the **Insured** in respect of:

A) **Clean Up Costs** arising solely under a statutory provision that operates in any part of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man;

B) i) costs or expenses in relation to any matter which may form the subject of indemnity under this Extension incurred with the **Company's** prior written approval;

  ii) costs and expenses incurred with the **Company's** prior written approval in any appeal against any statutory notice served or to be served upon the **Insured** by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success.

The indemnity provided by this **Policy** shall not apply to costs (including **Clean Up Costs**):

a) incurred in achieving any improvement, betterment or alteration in any **Property**;

b) for remedial action carried out or in relation to **Property** which at the time of the **Sudden Pollution or Contamination Incident** giving rise to such legal liability is owned by or held in trust by or in the custody or control of the **Insured**;

c) incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat;

d) arising out of a genetically modified organism;

e) comprising the first 10% of any one **Sudden Pollution or Contamination Incident** subject to a minimum contribution by the **Insured** of £2,500 and a maximum contribution of £25,000;

f) arising solely from the **Insured's** liability under legislation operating in any part of **Great Britain** or Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009 or under any replacement legislation in respect of any of the foregoing,

provided that:

i) all costs covered under A) and B) will form part of and not exceed the **Limit of Indemnity** shown in the **Schedule** for all **Sudden Pollution or Contamination Incidents** considered by the **Company** to have occurred during the **Period of Insurance**;

ii) the total amount payable under this Extension shall not exceed £250,000.

4 **Compensation for Court Attendance**

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

A)	any director or partner of the **Insured**	£750
B)	any **Employee**	£500

5 **Contingent Motor Liability**

Notwithstanding Exclusion 9A) Mechanical Vehicles, the **Company** will provide indemnity to the **Insured** against legal liability for **Injury**, or loss or **Damage** to **Property** arising out of the use in the course of the **Business** by any **Employee** of any **Vehicle** not the property of nor provided by the **Insured**.

The indemnity will not apply to legal liability:

A) in respect of loss of or **Damage** to such **Vehicle** or to **Property** within the **Vehicle**;

B) in respect of which the **Insured** is entitled to indemnity under any other insurance;

C) arising out of the use of any **Vehicle** whilst **Airside**.

Exclusion 6 Employers' Liability shall not apply to this Extension.

6 **Cross Liabilities**

If the **Insured** comprises more than one party the **Company** will provide indemnity to each in the same manner and to the same extent as if a separate **Policy** had been issued to each:

Provided that the total amount payable in respect of damages shall not exceed the **Limit of Indemnity** stated in the **Schedule**.

7 **Data Protection Act**

The **Company** will provide an indemnity to the **Insured** and if the **Insured** so requests any **Employee** or director or partner of the **Insured** against legal liability to pay damages for damage or distress as described in UK Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing.

The **Company** will also pay claimant's costs and expenses which the **Insured** is legally liable to pay in connection with any claim incurred with the **Company's** prior written approval.

Provided that the **Insured** has paid the appropriate fee under the Data Protection (Charges and Information) Regulations 2018 or is exempt from doing so.

This Extension shall not apply in respect of:

A) the payment of fines or penalties;

B) the costs of notifying any person regarding loss of **Data**;

C) the costs of replacing, reinstating, rectifying, erasing, blocking or destroying **Data**;

D) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the **Insured** or any other person having regard to the nature and circumstances of such act or omission;

E) claims which arise out of circumstances notified to previous insurers or known to the **Insured** at inception of this Extension;

F) legal liability where indemnity is provided by any other insurance or elsewhere in this **Policy**,

provided that the total payable under this Extension shall not exceed £1,000,000 in the aggregate in any one **Period of Insurance**.

8 **Defective Premises Act**

The **Company** will provide indemnity in respect of legal liability for **Injury**, or loss of or **Damage** to **Property**, incurred by virtue of the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

The indemnity will not apply to legal liability:

A) for the costs of remedying any defect or alleged defect in premises disposed of by the **Insured**;

B) for the costs of remedying the presence of **Asbestos Asbestos Dust** or **Asbestos Containing Materials**;

C) to the extent that indemnity is provided from any other source.

9 **Excess Motor Liability**

Notwithstanding Exclusion 9A), Mechanical Vehicles the **Company** will provide indemnity to the **Insured** against legal liability for **Damage** to **Property**, for any amount in excess of the amount payable under any motor insurance where liability arises out of the use by any **Person Employed** or director of the **Insured** of any of the **Insured's Vehicles**,

provided that:

A) the indemnity provided shall only apply in excess of £5,000,000 or the amount payable under any motor insurance whichever is the greater;

B) the indemnity provided shall in addition be subject to the same terms conditions and warranties as the underlying motor insurance;

C) the Limits of Indemnity contained in the **Schedule** shall be reduced by an amount equal to the indemnity recoverable by the **Insured** under the underlying motor insurance.

The indemnity will not apply to legal liability:

A) in respect of loss of or **Damage** to such **Vehicle** or to **Property** within the **Vehicle**;

B) in respect of which the **Insured** is entitled to indemnity under any other insurance;

C) arising out of use of any **Vehicle** whilst **Airside**;

D) arising directly or indirectly out of **Terrorism**.

10 **Legionellosis**

Notwithstanding Exclusion 13, Pollution or Contamination the **Company** will provide indemnity to the **Insured** in respect of legal liability for accidental **Injury** caused by Legionellosis arising out of the **Business**.

Provided that all incidents considered by the **Company** to have occurred during the **Period of Insurance** in respect of this Extension shall form part of and not exceed the **Limit of Indemnity** shown in the **Schedule** for all **Sudden Pollution or Contamination Incidents**.

11 **Legionellosis Run Off**

The **Company** will provide indemnity in respect of **Injury** caused by Legionellosis arising out of the **Business** happening prior to the inception date of this **Policy**.

Provided that the **Company** shall not be liable for claims:

A) where indemnity is provided by any other insurance;

B) known to the **Insured** or any other **Person Entitled to Indemnity** prior to inception of this insurance;

C) notified under any other policy which was in force prior to the inception date of this **Policy** which might be reasonably expected to give rise to a claim.

12 **Overseas Personal Liability**

The **Company** will provide indemnity to the **Insured** and if the **Insured** so requests, any director or partner of the **Insured** or any **Employee**, or any family member accompanying them, against legal liability in respect of **Injury**, or loss of or **Damage** to **Property** incurred in a personal capacity while temporarily outside **Great Britain**, Northern Ireland, the Channel Islands, or the Isle of Man in connection with the **Business**.

The indemnity will not apply:

A) to legal liability arising out of the ownership or occupation of land or buildings;

B) where indemnity is provided by any other insurance.

13 **Unauthorised Movement of Vehicles**

The **Company** will indemnify the **Insured** in respect of legal liability for **Injury**, or loss of or **Damage** to **Property** arising from or in connection with any **Vehicle**, not the property of nor provided by the **Insured**, that is causing an obstruction and interfering with the **Business** and is moved by any **Person Employed** or director of the **Insured**.

The indemnity will not apply:

A) where indemnity is provided by any motor insurance contract or where insurance or security is required by law;

B) in respect of **Injury** or loss of or **Damage** to **Property** caused by any **Vehicle** being moved whilst **Airside**.

What is not covered

The indemnity will not apply to legal liability:

1 **Aircraft Products**

arising from **Aircraft Products**.

2 **Airside**

arising out of work undertaken **Airside**.

3 **Asbestos in the United States of America**

of whatsoever nature directly or indirectly caused by or contributed to by or occurring due to the presence of **Asbestos**, **Asbestos Containing Materials** or **Asbestos Dust** or the release of **Asbestos Dust** happening in the **United States of America** or where a claim is brought in the **United States of America**.

4 **Asbestos Removal Costs**

for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

5 **Cyber**

for mental injury arising from:

A) loss, destruction or corruption of **Data**;

B) appropriation, transmission, use, access to, storage or modification of **Data**;

C) the reduction in or loss of ability to use, access, process, transmit, modify or store **Data**,

D) misinterpretation or misuse of **Data**.

6 **Employers' Liability**

for **Injury** of any **Person Employed** arising out of and in the course of employment by the **Insured** in the **Business**.

7 **Fear of Asbestos**

for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

8 **Fines or Penalties**

for:

A) fines or penalties;

B) the costs of appeal against any improvement or prohibition notices;

C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012;

D) compensation ordered or awarded by a Court of criminal Jurisdiction;

E) aggravated, exemplary or punitive damages awarded by any court outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

9 **Mechanical Vehicles**

arising from or out of the ownership, possession or use by or on behalf of any **Person Entitled to Indemnity** of any:

A) **Vehicle** other than legal liability arising out of:

i) the use of plant as a tool of trade on site;

ii) the use of plant at the **Premises** of the **Insured**;

iii) the loading or unloading of any **Vehicle**,

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law;

B) aircraft or other aerial device;

C) aero spatial device;

D) hovercraft or hydrofoil;

E) water-borne vessel or craft other than;

i) hand propelled or sailing craft inland or territorial waters;

ii) craft used for business entertainment within inland or territorial waters.

10 **Product Defects and Recall**

A) for loss of, or **Damage** to, any product supplied or contract work executed by the **Insured** caused by any defect therein, or the harmful nature or unsuitability thereof, for its intended purpose;

B) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any product supplied or contract work executed by the **Insured** necessitated by any known or suspected defect therein, or the unsuitability thereof for its intended purpose.

11 **Professional Liability**

arising from or in connection with:

A) advice;

B) design;

C) specification,

provided for a fee by the **Insured** and not connected with the supply or intended supply of the **Insured's** products.

12 **Property in the Insured's Custody or Control**

for or arising from loss of or **Damage** to any **Property**, which at the time of the **Event** giving rise to such legal liability is owned by or held in trust by or in the custody or control of the **Insured** other than:

A) **Employees**', directors', or visitors' personal effects including **Vehicles** and their contents;

B) premises and their contents not owned by or leased or rented to the **Insured** at which the **Insured** is undertaking work in connection with the **Business**;

C) premises and their fixtures and fittings leased or rented to the **Insured** unless such legal liability:

i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement;

ii) arises from an agreement to maintain in force insurance in respect of loss of or **Damage** to such premises and their fixtures and fittings.

13 **Pollution or Contamination**

caused by or arising out of pollution or contamination unless caused by a **Sudden Pollution or Contamination Incident**.

14 **Deliberate or Intentional Act or Omission**

arising from any deliberate or intentional act or omission committed by the **Insured**, or by any partner or director of the **Insured**.

Section C – Legal Defence Costs

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE CERTIFICATE OR SCHEDULE

Where **Injury** of any person or loss of or **Damage** to **Property** has not occurred or where the **Company** ceases to have an interest in the outcome of the proceedings under any other Liability Insurance Section insured under this **Policy**, the **Company** will provide indemnity to the **Insured** and if the **Insured** so requests any **Employee** or director or partner of the **Insured** up to the **Limit of Indemnity** in respect of:

A) legal costs and other expenses incurred with the **Company's** prior written approval;

B) costs awarded against the **Insured** or any director, partner or **Person Employed**,

in connection with:

A) the defence of criminal proceedings brought; or

B) in appeal against a conviction, arising from such proceedings,

relating to an offence alleged to have been committed during the **Period of Insurance**, in the course of the **Business** but only in respect of proceedings brought as stated in Part A and B below.

What is covered

Part A

In respect of a breach of:

1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, where the proceedings relate to the health, safety and welfare of any **Person Employed**, director or partner of the **Insured**;

2 the Corporate Manslaughter and Corporate Homicide Act 2007.

Part B

In respect of a breach of:

1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, where the proceedings relate to the health, safety and welfare of any person other than a **Person Employed**, director or partner of the **Insured**;

2 Part II of the Consumer Protection Act 1987;

3 Part II of the Food Safety Act 1990;

4 the Corporate Manslaughter and Corporate Homicide Act 2007.

General Provisions

Provided that in respect of Part A and B:

1 the indemnity will not apply:

A) to fines or penalties of any kind;

B) to the costs of appeal against any improvement or prohibition notices;

C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012;

D) where indemnity is provided by any other insurance;

E) to proceedings consequent upon any deliberate act or omission by:

i) the **Insured**;

ii) any partner or director of the **Insured**;

iii) any **Employee** with any specific responsibility for compliance with the legislation specified in this Section,

which could reasonably have been expected to constitute a breach of the legislation specified in this Section;

F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**;

2 the **Company** may at any time pay the **Limit of Indemnity** (less any sums already paid) or any less amount for which, at the absolute discretion of the **Company**, the claims arising can be settled but including any amount for which the **Company** may be responsible prior to the date of such payment.

The **Company** will then relinquish control of such claims and be under no further liability in respect thereof;

3 where the **Company** is liable to indemnify more than one person the total amount of indemnity shall not exceed the **Limit of Indemnity**;

4 where the costs relate to the costs of appeal the **Insured** will only be indemnified if in the opinion of counsel (appointed by mutual consent) there is a probability of success.

Special Provision

The **Company** shall pass notification to an independent third party service provider with whom the **Company** has an agreement which shall thereafter administer claims settlement on the **Company's** behalf.

Section D – Financial Loss

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE CERTIFICATE OR SCHEDULE

The insurance provided by Section D – Financial Loss is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity included within the Limit of Indemnity stated in the Schedule.

What is covered

The **Company** will provide indemnity to any **Person Entitled to Indemnity**:

1 against legal liability incurred in connection with the **Business** for damages in respect of financial loss arising out of any claim which is:

A) first made in writing to the **Insured** (or any other **Person Entitled to Indemnity** under this **Policy**) during the **Period of Insurance**; and

B) notified to the **Company**:

i) during;

ii) within 30 days after expiry of the same **Period of Insurance**.

2 against legal liability for claimant's costs and expenses in connection with any claim under 1 above and the Extensions detailed under this Section incurred with the **Company's** prior written consent;

3 in respect of:

A) i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in financial loss which may be subject of indemnity under this Section;

ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success,

where the **Company** has an interest in the outcome of the proceedings;

B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above,

incurred by the **Company** or with the **Company's** prior written approval.

General Provisions

Provided that:

1 the financial loss is sustained within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man;

2 the total amount payable under this Section (including all Extensions, Clauses and Memoranda) shall not exceed the **Limit of Indemnity** stated in the **Schedule**;

3 the **Insured's Contribution** will be payable before the **Company** shall be liable to make any payment;

4 the **Company** may at any time pay the **Limit of Indemnity** (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the **Company** the claim or claims can be settled;

The **Company** will then relinquish control and be under no further liability in respect of such claim or claims;

5 the total amount payable by the **Company**, in respect of all damages, costs and expenses, arising out of all claims during the **Period of Insurance**, irrespective of the number of such claims and irrespective of the number of **Persons Entitled to Indemnity** having claims under this **Policy** shall not exceed the appropriate **Limit of Indemnity** stated in the **Schedule**.

For the purposes of the **Limit of Indemnity**, all of the **Persons Entitled to Indemnity** under this **Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance, namely the **Company** and the **Insured**.

Extensions to Section D

(each of which is subject otherwise to the terms of this Policy)

1 **Cross Liabilities**

If the **Insured** comprises more than one party the **Company** will provide indemnity to each in the same manner and to the same extent as if a separate **Policy** had been issued to each.

Provided that the total amount payable in respect of damages, costs and expenses shall not exceed the **Limit of Indemnity** stated in the **Schedule**.

2 **Compensation for Court Attendance**

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

A) any director or partner of the **Insured** £750

B) any **Employee** £500

What is not covered

The indemnity will not apply to legal liability:

1 **Advice, Design or Specification**

arising from or in connection with:

A) advice;

B) design;

C) specification.

2 **Asbestos**

of whatsoever nature directly or indirectly caused by or contributed to by or occurring by:

A) the presence of **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**;

B) the release of **Asbestos Dust**;

C) the exposure of persons, buildings or **Property** to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

3 **Competition or Anti-Trust Laws**

arising out of any breach or alleged breach of competition or anti-trust laws.

4 **Contractual Liability**

any liability assumed under any contract or agreement except to the extent that liability would have attached in the absence of such contract or agreement.

5 **Defamation or Intellectual Property Rights**

arising out of any defamation, injurious falsehood, passing off or infringement of any **Intellectual Property Rights**.

6 **Deliberate Act or Omission**

arising out of any deliberate act or omission by the **Insured** or partner or director of the **Insured**.

7 **Diminution in Value**

for the diminution of the value of any **Property**.

8 **Electronic Risk and Data**

arising from or out of:

A) the transmission or impact of any **Virus**;

B) any unauthorised access to a **Computer System**;

C) interruption of or interference with electronic means of communication used in the conduct of the **Business** including but not limited to any diminution in the performance of any website or electronic means of communication;

D) failure of a **Computer System**;

E) **Damage** to **Data** including but not limited to:

i) loss, destruction or corruption of **Data**;

ii) appropriation, transmission, use, access to, storage or modification of **Data**;

iii) the reduction in or loss of ability to use, access, process, transmit, modify or store **Data**;

iv) misinterpretation or misuse of **Data**.

9 **Employment-Related Practices**

of whatsoever nature directly or indirectly resulting from **Employment-Related Practices**.

10 **Fines or Penalties**

for:

A) fines or penalties;

B) the costs of appeal against any improvement or prohibition notices;

C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012;

D) compensation ordered or awarded by a Court of Criminal Jurisdiction;

E) aggravated, exemplary or punitive damages awarded by any court outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

11 **Fraud**

arising out of any act of fraud or dishonesty by the **Insured** or partner or director of the **Insured**.

12 **Injury, Damage, Nuisance, Trespass or Interference**

in respect of:

A) **Injury** of any person;

B) loss of or **Damage** to **Property**;

C) nuisance trespass or interference with any easement, right of air, light, water or way;

D) wrongful arrest or false imprisonment.

13 **Mechanical Vehicles**

arising from or out of the ownership, possession or use by or on behalf of any **Person Entitled to Indemnity** of any:

A) **Vehicle** other than legal liability arising out of:

i) the use of plant as a tool of trade on site;

ii) the use of plant at the premises of the **Insured**;

iii) the loading or unloading of any **Vehicle**,

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law,

B) aircraft or other aerial device;

C) aero spatial device;

D) hovercraft or hydrofoil;

E) water-borne vessel or craft.

14 **Person Employed**

for financial loss sustained by any **Person Employed** arising out of and in the course of employment by the **Insured** in the **Business**.

15 **Product Recall**

for the costs of recall, removal, repair, alteration, replacement or reinstatement of any:

A) product supplied;
B) contract work executed,
} by the **Insured**

necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose.

16 **Radioactive Contamination**

of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

17 **Retroactive Liability**

arising out of any cause happening before the Retroactive Date.

18 **Statutory Authorities**

to any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties.

19 **Storage or Processing of Computer Data**

for financial loss arising from any reciprocal arrangement for the storage or processing of computer **Data** or use of computer facilities.

20 **Strikes or Labour Disturbances**

arising out of or in connection with any delays, strikes or labour disturbances.

21 **Territorial Limits**

for financial loss sustained outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

Definitions

Applicable to Liability Insurance (Sections A–D)

Advertising Injury

Oral or written publication of material in any manner that slanders, libels or defames a person's or organisation's products or services committed in the course of advertising the **Insured's** products or services.

Aircraft Products

Any structural parts, propulsion equipment, landing gear, substructure, electronic equipment, hydraulic equipment, technical instruments, tyres, fuel equipment or any other product which is knowingly manufactured, sold or distributed by the **Insured** for use in any aircraft, aerospatial device or aerial device.

Airside

That part of any airport airfield or military installation provided for:

A) the take-off or landing of aircraft or the movement of aircraft on the ground;

B) aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars.

Asbestos

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

Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**.

Asbestos Dust

Fibres or particles of **Asbestos**.

Business

That which is specified in the **Schedule** and conducted solely from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man and shall include:

A) the ownership, repair and maintenance of the **Insured's** own **Property**;

B) the provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**;

C) fire and security services maintained solely for the protection of premises owned or occupied by the **Insured**;

D) private work undertaken by any **Person Employed** for any director or partner of the **Insured** or **Employee** with the prior consent of the **Insured**;

E) the provision of car parks;

F) the provision of sponsorship of events and sponsorship of individuals;

G) repair or servicing of **Vehicles** other than on a commercial basis;

H) attendance at or participation in trade fairs shows and exhibitions by any director partner or **Employee** of the **Insured**;

I) former activities of the **Insured** as declared and agreed by the **Company**.

Clean Up Costs

The costs reasonably incurred by:

A) a government agency or regulatory body;

B) the **Insured** with the written consent of the **Company** where a government agency or regulatory body would have required remediation,

in each case in carrying out action to curtail or minimise or remediate a **Sudden Pollution or Contamination Incident** in respect of which the **Insured** is legally responsible.

Employee

Any individual under a contract of service or apprenticeship with the **Insured**.

Employment-Related Practices

Any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by the **Insured** in connection with any actual or alleged:

A) unlawful or unfair dismissal, discharge or termination of employment;

B) breach of any written or oral employment contract or quasi-employment contract;

C) employment-related misrepresentation;

D) breach of the Equality Act 2010;

E) violation of or non-compliance with legislation regulating working hours;

F) failure to employ or promote;

G) demotion;

H) disciplinary action;

I) deprivation of a career opportunity;

J) failure to grant tenure;

K) failure to adopt adequate workplace or employment policies and procedures;

L) retaliatory treatment of whistleblowers and others;

M) negligent evaluation;

N) employment-related invasion of privacy;

O) employment-related breach of data protection legislation;

P) employment-related libel, slander, humiliation and defamation;

Q) failure to furnish job references or accurate job references;

R) employment-related infliction of mental anguish or emotional distress.

Injury

Sections A and C (Part A)
bodily injury, death, disease or illness.

Sections B and C (Part B) and D
bodily injury, mental injury, death, disease or illness.

Intellectual Property Rights

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

Person Employed

Any of the following while under the direct control and supervision of the **Insured** and while working for the **Insured** in connection with the **Business**:

A) **Employee**;

B) labour master and persons supplied by them;

C) individuals employed by labour only sub-contractors;

D) self-employed person (not being in partnership with the **Insured**);

E) individual hired to or borrowed by the **Insured**;

F) individual undertaking study or work experience while under the supervision of the **Insured**;

G) person working under the Community Offender Act 1978 or similar legislation;

H) prospective **Employees** being assessed by the **Insured** as to their suitability for employment;

I) voluntary worker helper or instructor.

Person Entitled to Indemnity

A) the **Insured**;

B) the personal representatives of the **Insured** in respect of legal liability incurred by the **Insured**;

C) at the request of the **Insured** the **Company** will also indemnify the following within the terms and conditions of the **Policy**:

   i) any principal;

   ii) any director or partner of the **Insured**;

   iii) any **Person Employed**,

   against legal liability in respect of which the **Insured** would have been entitled to indemnity under this Section of the **Policy** if the claim had been made against the **Insured**;

   iv) the officers, committees and members of the **Insured's** canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided;

   v) any director or partner of the **Insured** or **Employee** in respect of private work undertaken by any **Person Employed** for such director, partner or **Employee** with the prior consent of the **Insured**,

   each of whom shall as though the **Insured** be subject to the terms of this Section of the **Policy** so far as they can apply.

Insured's Contribution

The amount or amounts specified in the **Schedule** which the **Insured** agrees to pay in respect of damages costs and expenses.

Property

Material property but this shall not include **Data**.

Sudden Pollution or Contamination Incident

Pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place happening anywhere in the world other than the **United States of America** during the **Period of Insurance**.

Provided that all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by the **Company** for the purposes of this **Policy** to have occurred at the time such incident takes place.

Terrorism

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

United States of America

The United States of America or any other territory within its jurisdiction.

Vehicle

Any mechanically propelled vehicle (including any machinery or apparatus which is attached thereto).

General Exclusions

Exclusions not applicable to the whole Policy are shown in the individual Insurance Sections

THIS POLICY (INCLUDING ALL EXTENSIONS OF COVER) DOES NOT COVER

1 Radioactive Contamination

(except Terrorism Insurance and Liability Insurance Section A – Employers' Liability)

Damage and any loss or expense or liability resulting or arising of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2 War and Allied Risks

(except Terrorism Insurance and Liability Insurance Section A – Employers' Liability)

Damage and any loss, expense or liability caused by:

A) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power;

B) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority;

C) any action taken in controlling, preventing, suppressing or in any way relating to A) and/or B) above.

This Exclusion will not apply to **Damage** to the **Property** directly or indirectly caused by or contributed to by or arising from the detonation of munitions of war, or parts thereof, within one mile of the **Premises** provided that the presence of such munitions does not result from a state of war current at the time of **Damage**.

3 Disease

(except Terrorism Insurance and Liability Insurance)

A) subject to clause B) and notwithstanding anything in this **Policy** to the contrary and except to the extent expressly provided by the Specified Disease Extension to the Property Damage Insurance Section herein, this **Policy** does not cover loss (whether physical or otherwise), destruction, or **Damage**, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:

   i) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites; or

   ii) any disease arising from any such pathogen or microorganism; or

   iii) the threat or fear (actual or perceived) of i) or ii);

B) Clause A) does not exclude any cover otherwise provided by this **Policy** for:

   i) **Damage** which itself results from a Defined Peril caused by any of sub-clauses A) i) to iii);

   ii) loss due to interruption or interference with the **Business** of the **Insured** directly caused by such **Damage**.

   For the purposes of this clause a Defined Peril shall mean the following **Covers** only unless otherwise excluded by this **Policy**:

   Fire, Explosion, Lightning, Aircraft, Earthquake, Riot and malicious persons, Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft.

4 Offshore

Damage and any loss, or expense or liability arising from or in connection with any visits to, or work undertaken **Offshore**.

General Conditions

Conditions not applicable to the whole Policy are shown in the individual insurance Sections.

1 Alterations

This **Policy** shall be terminated if:

A) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued; or

B) the **Insured's Interest** ceases otherwise than by death; or

C) any alteration is made either in the **Business** or in the **Premises** or **Property** therein or any other circumstances whereby the risk is increased including:

   i) by removal; or

   ii) by a tenant vacating the **Buildings** or taking up occupation of the **Building**,

at any time after the commencement of this **Policy** unless its continuance be admitted by the **Company** and in respect of 1 C) above, the **Company** 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** the **Company** would not have entered into this **Policy** on any terms;

ii) the **Insured** shall pay an appropriate additional **Premium** if required by the **Company** with effect from the date of the alteration;

iii) the **Company** shall be entitled to impose appropriate additional terms, other than **Premium**, with effect from the date of the alteration.

2 Adjustment

If any part of the **Premium** or renewal **Premium** is based on estimates provided by the **Insured**, the **Insured** shall keep an accurate record containing all relevant particulars and shall allow the **Company** to inspect such record.

The **Insured** shall within one month after the expiry of each **Period of Insurance** provide such information as the **Company** may require.

The **Premium** or renewal **Premium** shall be adjusted and the difference paid by or allowed to the **Insured**.

3 Contribution

A) Applicable to Property Insurance only

If at the time of any claim, there is any other insurance covering the **Insured's Interest** in the **Property Damaged**, the **Company's** liability under this **Policy** shall be limited to its rateable proportion of such claim, and will be subject to any Underinsurance Provision.

In respect of **Property Damage** only:

i) if any such other insurance is subject to any Underinsurance Provision, this **Policy**, if not already subject to any Underinsurance Provision shall be subject to the Provision in like manner;

ii) if any other insurance effected by or on behalf of the **Insured** is expressed to cover any of the **Property Insured** but is subject to any provision whereby it is excluded from ranking concurrently with this **Policy** either in whole or in part or from contributing rateably to **Damage**, the **Company's** liability shall be limited to such proportion of the **Damage** as the **Sum Insured** bears to the value of the **Property**.

B) Applicable to Liability Insurance

Other than in respect of Extension 5 (Contingent Motor Liability) to Liability Insurance Section B (Property Owners' Public Liability), if at the time of any claim there is or, but for the existence of this **Policy** there would be any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this **Policy** not been effected.

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

4 Legal Representation

A) **Applicable only to Liability Insurance**

Where the **Company** provides its consent to indemnify the **Insured** in respect of the costs of legal representation in relation to any matter which may form the subject of a claim for indemnity:

i) the **Insured** is free to choose a suitably qualified legal representative in respect of a claim for indemnity under Liability Insurance Section C (Legal Defence Costs);

ii) the **Company** will choose an appropriate representative (be it solicitor or otherwise) to act on the **Insured's** behalf in respect of a claim for indemnity under all other Sections.

The **Company** will provide the **Insured** with details of the nominated appropriate representative prior to the representative's instruction.

In the event that the **Insured** wishes to appoint its own representative the **Insured** shall provide prior notification of its intention to do so and seek the **Company's** written consent.

The **Insured** agrees that in respect of its proposed representative:

a) the hourly rate (or such other fee basis as the case may be) to apply; and

b) the terms and conditions of such appointment,

shall be subject to the **Company's** prior approval.

In the event of a dispute regarding the amount of legal costs incurred by the **Insured's** representative the **Insured** agrees that the **Company** will have the option to audit any files for the purpose of assessing the costs claimed.

5 Reasonable Precautions

A) **Applicable to the whole Policy other than Liability Insurance**

The **Insured** at their own expense shall take all reasonable precautions to prevent or diminish **Damage** or any occurrence or cease any activity which may give rise to liability under this **Policy** and to maintain all **Property Insured** in sound condition.

B) **Applicable to Liability Insurance**

The **Insured** at their own expense shall:

i) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this **Policy** and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition;

ii) as soon as reasonably possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require.

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the type of loss.

6 The Company's Liability

For all purposes, including but not limited to the application of the Sums Insured, Limits, Limits of Liability or **Limit of Indemnity** and consideration of when and how the **Policy** will respond, all parties included in the definition of the **Insured** in the **Schedule**, shall constitute one **Insured**, or one party or legal entity, so that there will be only two parties to the contract of insurance between the **Insured** and the **Company**.

General Definitions

Where written in this Policy, starting with a capital letter and appearing in bold, the following words will have the specific meaning shown.

Business

The Business Description of the **Insured** as stated in the **Schedule**.

Company

Intact Insurance UK Limited.

Computer System

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

Covers

The active efficient causes of **Damage** including excluded causes.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

A) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

B) any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any **Computer System**.

Cyber Loss

Any loss, **Damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any **Cyber Act** or **Cyber Incident** but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

Damage

Physical loss destruction or damage.

Damaged

Physically lost destroyed or damaged.

Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any other information whatsoever.

Data Processing Media

Property on which **Data** can be stored but excluding the **Data** itself.

Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Great Britain

Great Britain means England, Wales and Scotland but not the territorial seas adjacent to (as defined by the Territorial Sea Act 1987).

Imminent Damage

Damage that will occur with certainty and in the immediate future if no action is taken.

Damage that is only a risk or likelihood does not constitute Imminent Damage.

Insured

The legal entity insured by the **Policy**.

Insured’s Contribution

The first monetary amount of any claim borne by the **Insured** after the application of all other terms and conditions as described in the relevant Insurance Section.

Interest

Where loss, **Damage** or injury would cause financial loss to the **Insured**.

Intruder Alarm

An alarm system including all lines and equipment used to transmit alarm signals to and from the **Premises** upon detection of attempted intrusion or unauthorised entry.

Limit of Indemnity

The amount stated in the **Policy** and/or **Schedule** as being the total amount payable by the **Company** in respect of any one **Event**.

Offshore

Embarkation onto a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance onto land upon return from such offshore rig or platform.

Period of Insurance

The period of time that the **Policy** is in force as shown in the **Schedule**.

Policy

The terms and conditions of the contract including the Policy wording, **Schedule**, Endorsements, Clauses and Certificates.

Premises

The premises owned, occupied, leased or rented by the **Insured** as stated in the **Schedule**.

Premium

The monetary amount paid or payable by the **Insured** for coverage under the **Policy**.

Property

The material assets owned by the **Insured** or those material assets for which they are legally responsible but this shall not include **Data**.

Schedule

The statement of details specific to the **Insured** forming part of the **Policy**.

Territorial Limits

United Kingdom, Channel Islands and Isle of Man.

Virus or Similar Mechanism

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or generated or operated by an AI system, or purposely used, to **Damage**, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer System**, **Data** or operations, whether involving self-replication or not.

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to **Damage**, interfere with, adversely affect, infiltrate or monitor as above.

Personal Information

Data privacy is important to the **Company**, and they are committed to ensuring that personal data is protected. The **Company's** Privacy Notice details how they collect, use, share, and protect personal data. This can be found by going to their website. www.intactinsurance.co.uk/privacy-notice/.

The **Insured** can obtain a printed copy of the full notice (a large text version is available), by contacting the **Company**. Please be aware that telephone calls may be recorded for training and monitoring purposes.

The **Company** obtains the personal data of the **Insured** and that of any joint **Insureds** or other parties who may be covered by this **Policy** from the **Insured** or those individuals themselves, the **Insured's** insurance broker if they have one, claims handling suppliers and third parties such as credit reference agencies, the DVLA and other insurance industry sources for example, the Motor Insurance Database, the Claims and Underwriting Exchange and fraud prevention databases.

The **Company** uses personal data for a number of different purposes, for example to:

a) manage the application, quotation and/or **Policy**;
b) process claims;
c) prevent and detect fraud and financial crime;
d) update existing and develop new products and services;
e) carry out risk and pricing modelling; and
f) meet their legal and regulatory requirements.

The **Company** will always keep personal data confidential, however it may be necessary to share personal data with third parties where there is a valid reason to do so. For example, the **Company** may need to share personal data with:

a) other parties involved in a claim and/or their representatives;
b) contractors, partners, and suppliers who assist the **Company** in the administration of the **Insured's** application, quotation and/or policy or help the **Company** process any claims; and
c) government agencies, regulators, auditors, reinsurers, and fraud prevention agencies where required to fulfil the **Company's** legal, commercial, and regulatory obligations.

The **Company** will retain the personal data of the **Insured** (and that of any joint **Insureds** or other parties who may be covered) for as long as there is a business relationship between them. Once this relationship has ended (for example, the **Policy** has expired, an application is declined or the **Insured** does not proceed with a quotation) the **Company** will only retain such personal data for as long as is necessary to satisfy their legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection Laws also give the **Insured** various rights over their personal data. More details of these rights can be found in the **Company's** Privacy Notice.

The **Insured** may request a copy of their personal data by writing to:

Data Protection Officer
Intact Insurance
The Capital Building
39 Old Hall Street
Liverpool
L3 9PP

Email: datasubjectrights@intactinsurance.co.uk

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 HM Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By 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 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.

Making a Complaint

The **Company** is committed to going the extra mile for their customers. If the **Insured** believes that the **Company** has not delivered the service that they expected, the **Company** would like to hear from them so that they can try to put things right.

The Company's promise to its Insureds:

The **Company** will:

- acknowledge all complaints promptly;
- investigate quickly and thoroughly;
- keep the **Insured** informed of progress;
- do everything possible to resolve the **Insured's** complaint;
- ensure that the **Insured** is clear on how to escalate a complaint, if necessary.

Step 1

If the **Insured's** complaint relates to their **Policy**, then they should contact either the sales and service team in the office which issued the **Policy** or their **Broker**. If the complaint relates to a claim, then the **Insured** should call the claims helpline number shown in the **Policy** wording.

The **Company** aims to resolve a **Insured's** concerns on an informal basis, within three business days. Where they have been able to. The **Company** will send the **Insured** a letter confirming this. The **Company** will also explain how the **Insured** may be able to refer the matter to the Financial Ombudsman Service if they subsequently decide that they are unhappy with the outcome.

Step 2

In the unlikely event that the **Company** is unable to resolve the **Insured's** concerns through its informal complaints process, the **Company's** Customer Relations Team will then review the matter on behalf of the **Company's** Chief Executive. Once the **Company's** Customer Relations Team have reviewed the **Insured's** complaint, they will send them a final decision in writing within 8 weeks of the date they received the complaint.

The **Company's** Customer Relations Team's contact details are as follows:

Post: Intact Insurance Customer Relations Team
PO Box 255, Wymondham NR18 8DP

Email: customerrelations@intactinsurance.co.uk

If the Insured is still unhappy

If the **Insured** is still unhappy after the **Company's** Customer Relations Team's review, or they have not received a written offer of resolution within 8 weeks of the date that the **Company** received the complaint, the **Insured** may be eligible to refer their case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower, London E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and land lines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The **Insured** has six months from the date of the **Company's** final response to refer their complaint to the Financial Ombudsman Service. This does not affect the **Insured's** right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Compensation

Intact Insurance UK Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. The **Insured** may be entitled to compensation if the **Company** cannot meet the **Company's** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the Financial Services Compensation Scheme website at www.fscs.org.uk.

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