

# PARDUS

**PROPERTY OWNERS  
POLICY WORDING**



## About Your Policy

**Your Policy** is administered by Pardus Underwriting Limited a Managing General Agent and underwritten by Accelerant Insurance Europe SA, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

This Policy wording explains the insurance provided under this contract. The Policy is a contract between **You** and the insurer(s) stated in The Schedule. Any reference in this document to 'We', 'Us', 'Our' or the 'Insurer' is a reference to the insurer(s) stated on The Schedule.

In return for **You** having paid or agreed to pay the premium for the Period of Insurance, We will indemnify **You** by payment or, at Our option, by reinstatement or repair to the extent of and subject to the terms contained in or endorsed on the policy.

Each Section may include terms Definitions Conditions and Exclusions unique to the Section which should be read in conjunction with the Policy Definitions, Conditions and Exclusions.

An Endorsement forms an addition to the Section and varies the insurance provided by the Section.

The Schedule or Schedule and any Endorsement should be read together for precise details of **Your** insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects **Your** circumstances and that the cover provided suits **Your** requirements.

**You** should pay particular attention to any terms conditions limits and exclusions including endorsements which may require **You** to take action.



### **Duty of Fair Presentation**

This Policy is a contract between **You** and the Insurer.

**Please read the whole document carefully.** It is arranged in different Sections. It is important that:

- **You** are clear which Sections **You** have requested and want to be included.
- **You** understand what each Section covers and does not cover.
- **You** understand **Your** own duties under each Section and under the insurance as a whole.

Please contact **Your** broker immediately if this Document is not correct or if **You** would like to ask any questions.

### **The Law that governs this Policy**

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

### **Important Notice:**

**You** are required to make a fair presentation of the risk to Insurers.

If **You** breach **Your** duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may regard the Policy as void and are not required to return any paid Premium to **You**.

If the breach was not deliberate or reckless, Insurers' remedy shall depend upon what Insurers would have done if **You** had complied with the duty of fair presentation:

1. Insurers may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid (and, if applicable, **You** must return any payments made by Insurers under the terms of the Policy).
2. If the Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
3. If the Insurers would have entered into the Policy but would have charged a higher premium the Insurers may reduce the amount to be paid on a Claim (and, if applicable, the amount already paid on prior claims) by the proportion the premium actually paid bears to the premium that would have been charged. This remedy may apply in addition to the remedy at 2. above.



**Terms and Conditions**

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if **You** show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

If **You** breach any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Authorised Signatory  
Darren Stockman

Pardus Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 826750).

Registered Office: C/O Pkf Littlejohn 15 Westferry Circus, Canary Wharf, London, United Kingdom, E14 4HD.  
Registered in England and Wales. Company Number: 08641930.



## Complaints

At Pardus Underwriting, it is always our intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong.

Should **you** wish to make a complaint regarding **your** claim please contact:

Woodgate and Clark Limited  
42 Kings Hill Avenue  
Kings Hill  
West Malling  
Kent  
ME19 4AJ

**Email:** [complaintsdept@woodgate-clark.co.uk](mailto:complaintsdept@woodgate-clark.co.uk)  
**Telephone:** 01732 848077

Should **you** wish to make a complaint about the policy or the service we offer please contact:

Pardus Underwriting Limited  
Cranbrook Business Centre  
High Street  
Cranbrook  
Kent  
TN17 3EJ

**Telephone:** 0203 735 1600

If **you** remain dissatisfied after **your** complaint has been considered, or **you** have not received a final decision within eight (8) weeks, **you** may be eligible to refer **your** complaint to the Financial Ombudsman Service:

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

**Telephone:** 0800 023 4567 (for landline users)  
**Telephone:** 0300 123 9123 (for mobile users)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)



## Compensation Scheme

**You** may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance Europe SA is unable to meet its obligations to **you** under this insurance.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

Making a complaint does not affect **your** right to take legal action.

## How to Make a Claim

At Pardus Underwriting We understand that claims form a critical component of Our offering the moment the Policy becomes tangible, and We are relied upon to deliver upon Our commitment to **You**.

To report a claim under any Section other than Commercial Legal Expenses, please contact:

Claims Telephone Number: **01732 520263**

Claims Email Address: [newclaim@woodgate-clark.co.uk](mailto:newclaim@woodgate-clark.co.uk)



## Data Protection

Pardus Underwriting are committed to protecting and respecting **Your** privacy.

Any personal data **You** supply to Us will be treated in accordance with the Data Protection Act 1998 (the “Act”) and any other legislation intended to protect **Your** personal information and privacy.

Any personal data provided to Us, including sensitive personal data (such as information relating to health or criminal convictions), will be processed by Us for the purposes of:

- Providing insurance, handling claims and any other related purposes.
- Offering renewal, research or statistical purposes.
- Providing You with information, products or services that You request from Us or which We feel may interest You, where You have consented to be contacted for such purposes.
- Notifying You about changes to Our service.
- Safe-guarding against fraud and money laundering.

The personal data that We collect from **You** may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for Us or for one of Our suppliers. Such staff maybe engaged in, among other things the provision of support services. Where We transfer **Your** personal data outside of the EEA, We will take all steps reasonably necessary to ensure that it is treated securely.

Pardus Underwriting may disclose **Your** personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These include:

- Our group companies, which means Our subsidiaries, Our ultimate holding company and its subsidiaries, as defined in Section 1159 of the UK Companies Act 2006.
- Affinity partners.
- Reinsurers.
- Other insurance intermediaries.
- Insurance reference bureaus.
- Credit agencies.
- Medical service providers.
- Fraud detection agencies.
- Loss adjusters.
- Solicitors/barristers.
- Accountants.
- Regulatory authorities and
- As may be required by law.

**You** have the right to ask Us not to process **Your** personal data for marketing purposes. We will usually inform **You** (before collecting **your** data) if We intend to use **Your** data for such purposes or if We intend to disclose



**Your** information to any third party for such purposes. **You** can exercise **Your** right to prevent such processing by checking certain boxes on the forms We use to collect **Your** data.

**You** have the right to access any personal information We hold about **You**. **Your** right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet Our costs in providing **You** with details of the information We hold about **You**.

For access to **your** personal data please write to; The Data Protection Officer, Pardus Underwriting, Cranbrook Business Centre, Cranbrook, Kent TN17 3EJ

For full details of Our privacy policy please visit Our website at [www.pardusunderwriting.com](http://www.pardusunderwriting.com)





## Policy Definitions

These Definitions apply to **Your** entire Policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated.

### Building(s)

Means property belonging to or for which You are responsible in the Event of Damage at the Premises that is unless otherwise stated in the Schedule built mainly of brick stone concrete or other non-combustible materials and includes unless more specifically insured:

- 1) Llandlord's fixtures and fittings.
- 2) Glass.
- 3) Outside buildings extensions gangways and annexes.
- 4) Walls gates fences yards driveways car-parks forecourts roads and footpaths.
- 5) Conveyors trunks lines wires, service pipes and other equipment on the premise, security lighting, security cameras and other security or fire protection devices affixed signs, television radio satellite receiving aerials, communication aerials masts affixed to the building fixed poles fixed pylons and fitting.

### Business

Means **Your** business as stated in the Schedule and includes:

- 1) The repair maintenance and decoration of **Your** Premises.
- 2) The provision and management of catering social sports educational medical dental and welfare organisations for the benefit of **Your** Employees and fire security first aid and ambulance services.

### Company/Our/Us/We

Means insurers whose identity is stated in the Endorsement entitled IDENTITY OF INSURERS attaching to the Schedule.

### Contractual Liability

Means liability attaching to **You** by virtue of a contract but which would not have attached in the absence of such contract.

### Contract works

Means the temporary and permanent works executed or in the course of execution in the performance of constructional work undertaken by **You** or on **Your** behalf in connection with **Your** Business including materials for incorporation therein while either:

- 1) On or adjacent to the sites of temporary or permanent works or
- 2) In Transit or anywhere within the Territorial Limits.



**Damage**

Means physical loss or destruction of or damage to Property.

**Data**

Means 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 whatever.

**Denial of Service Attack**

Means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or Computer Systems 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 and the generation of excess or non-genuine traffic between or amongst networks and the procurement of such actions or instructions by other Computer Systems.

**Electronic Data**

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

**Employee(s)**

Means:

- 1) Anyone under a contract of service or apprenticeship with **You**.
- 2) Any:
  - a) Labour master or labour only subcontractor or person supplied or employed by them.
  - b) Self-employed person providing labour only.
  - c) Person hired to or borrowed by **You**.
  - d) Person engaged under a work experience youth training or similar scheme.
  - e) Voluntary helper.
  - f) An outworker or homeworker.

Under **Your** control and supervision while working for **You** in connection with **Your Business**.

**Endorsement(s)**

Means the document(s) detailing modifications made to the insurance provided under the Policy or Section.



**Event**

Means any one occurrence or series of occurrences directly or indirectly attributable to single source or the same original repeated or continuing cause.

**Excess**

Means the amount **You** or any party entitled to indemnity will contribute in relation to every Event insured at each Premises each and every loss before we assume any responsibility to make a payment for Damage to Property and applies after the application of all other terms and Conditions including any Condition of average (underinsurance).

The Excess does not form part of the Limit of Liability and is payable by **you** before the application of the Limit of Liability.

**Hacking**

Means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether **Your Property** or not.

**Incident**

Means an Event of Damage to insured Property used by **Your Business** carried on at the Premises.

**Insured/You/Your**

Means the person persons company companies partnership partnerships or unincorporated association named in The Schedule as Insured.

**Microchip**

Means a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers.

**Period of Insurance**

Means the period stated in the Schedule or any subsequent period for which We agree to accept payment of premium.

**Pollution or Contamination**

Means:

- 1) Pollution or contamination of Buildings or structures or of water or land or the atmosphere.  
and
- 2) All loss Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination.



**Premises**

Means the location of insured Property occupied by **You** for the purposes of **Your Business** and includes the grounds within the boundaries for which **You** are responsible as stated in the Schedule.

**Proposal**

Means any completed proposal form and or information provided by **You** or on **Your** behalf in connection with this insurance Policy including all declarations and or statement of fact and or instructions.

**Property**

Means material property.

**Schedule**

Means the document stating the operative Section(s) **You** have chosen the period of insurance and details **Your Business** and or any subsequent renewal Schedule issued.

**Section(s)**

Means the parts of this Policy that detail the insurance cover provided for each individual Section of this Policy.

**Specified Perils**

Means the numbered specified perils detailed in the Material Damage Section of this Policy.

**Sum Insured**

Means the maximum amount We will pay for each item insured under any Section.

**System**

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

**Territorial Limits**

Means Great Britain Northern Ireland the Isle of Man or the Channel Islands but not Offshore Activity.



**Terrorism**

Not applicable to the Liability Section.

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 Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

**Transit**

Means from the time the Property is loaded into the carrying Conveyance and continues during the course of transit until the time it is unloaded at its destination including the period during loading and unloading on to or from the carrying Conveyance.

**Unattended**

Means where there is no one allocated responsibility for keeping the Property and or Conveyance vehicle and or trailer and or Conveyance under observation with a reasonable prospect of preventing any unauthorised interference.

**Unoccupied**

Means any Building or any portion of a Building that is untenanted and or unfurnished and or no longer in active use and or empty for a period in excess of 30 days.

**Virus**

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



## Policy Conditions

### Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance:

- 1) **Your** interest ceases except by death.
- 2) **Your Business** be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued.
- 3) The risk of Damage accident or Bodily Injury is materially increased unless We state otherwise in writing.

### Misrepresentation Misdescription or Non-disclosure

**You** must make a fair presentation of the risk before entering into this Policy including:

- 1) Disclosure of every material circumstance which **You** knew or ought to have known.
- 2) Making sure that every material representation as to a matter of fact is substantially correct and every representation of a belief or expectation is made in good faith If **You** knew **You** did not provide a fair presentation of the risk or if **You** did not care whether **You** made a fair presentation of the risk We may avoid this Policy and retain all premiums and **You** shall reimburse Us in respect of all payments already made by Us In all other cases if **You** did not provide a fair presentation of the risk.

Our rights are set out below:

- 1) If We would not have entered into this Policy if **You** had made a fair presentation of the risk, We may avoid this Policy and return all premiums to **You** and **You** shall reimburse us in respect of all payments already made by Us.
- 2) If We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms.
- 3) In addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay  $X = \text{premium charged} \div \text{the premium that would have been charged if } \mathbf{You} \text{ made a fair presentation of the risk all multiplied by } 100.$
- 4) If We would have charged a higher premium and would have entered into the Policy on different terms both paragraphs 2 and 3 above shall apply.

### Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with **Your** connivance We may terminate this Policy with effect from date of the fraudulent or wilful act and We will not be liable to provide indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall be entitled to retain all premiums paid in respect of the Policy.



## Cancellation

Not applicable to the Marine Cargo Section:

### 1) **Your** rights

**You** may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later **You** may exercise this right by writing to **Your** insurance adviser or Us instructing cancellation This right does not apply at the first or any subsequent renewal of this Policy

### 2) **Our** rights

We may cancel this Policy at any time by providing **You** with 14 days notice of cancellation by recorded delivery letter to **Your** last known Business address.

### 3) **Return of premium**

If this Policy is cancelled under the terms of 1) or 2) above and during the current Period of Insurance there have been no:

- a) Claims made under this Policy for which We have made a payment.
- b) Claims made under this Policy which are still under consideration.
- c) Events likely to give rise to a claim but yet to be reported to Us.

**You** shall be entitled to the return of a proportionate part of the premium in respect of the unexpired Period of Insurance or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with Policy Condition.

### Premium Adjustment

If a claim has been submitted or there has been any Events likely to give rise to a claim during the current Period of Insurance, no refund of premium for the unexpired Period of Insurance will be given

If this Policy is cancelled under the terms of 1) above, We shall be entitled to deduct from any return of premium an administrative charge of £50 in respect of operational costs

### 4) **Instalment premiums**

This Policy Condition shall not override the provisions of paragraph 2) of Policy Condition Premium Adjustment.

### 5) **Certificate of insurance**

If this Policy is cancelled, **You** must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover.

## Claims (Action to be taken by You)

Not applicable to the Business Interruption Section or Loss of Licence Section or Goods in Transit Section It is a condition precedent to any liability of Ours to make any payment under this Policy that **You** will:

- 1) Give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event.
- 2) Notify Us and the police immediately that it becomes evident any Damage has been caused by Specified Perils 6) Malicious Persons and or 16) Theft or Attempted Theft or relates to loss of Money and take all practical steps to discover any guilty person and to trace and or recover the Property insured or Money.



- 3) Deliver to Us at **Your** own expense within 30 days after the Event of Damage giving rise to a claim or 7 days in the Event of Damage being caused by Specified Perils 5) Riot Civil Commotion Strikers Locked-out Workers and or 6) Malicious Persons or such further time as We may allow:
  - a) Full information in writing of the Property lost destroyed or Damaged and of the amount of Damage.
  - b) Details of any other insurances on any Property hereby insured.
  - c) All such proofs and information relating to the claim as may be reasonably required.
  - d) If requested provide a statutory declaration of the truth in respect of the claim submitted and any other relevant details.
- 4) Provide all additional information We may require within the time stipulated by Us.
- 5) Forward unanswered to Us immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- 6) Give immediate notice in writing to Us of any impending prosecution inquest or fatal accident inquiry.
- 7) At all times and in addition to the obligations set out above forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre-action protocols as may be in force.
- 8) Carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage.

## Claims (Our Rights)

It is a condition precedent to any liability of Ours to make any payment under Policy that in the Event of Damage for which a claim is or may be made to Us and any person authorised by Us may without hereby incurring any liability or diminishing any of Our rights under this Policy:

- 1) Enter any site or Premises where Damage has occurred and take and keep possession of the Property insured.
- 2) Deal with any salvage as it deems fit but no Property may be abandoned to Us if We elect or become bound to reinstate or replace any Property **You** shall at **Your** own expense produce and give to Us all such plans documents books and information as We shall reasonably require We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule.

## Claims (Conduct and Control)

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission offer promise payment or indemnity shall be made or given by or on behalf of **You** without Our written consent We shall be entitled if We so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for Our benefit any claim for indemnity or damages or otherwise We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as We may require.





## Claims (Contribution)

If at the time of any Damage, there is any other insurance effected by or on **Your** behalf covering any of the Property lost or Damaged Our liability hereunder shall be limited to its rateable proportion of such Damage.

## Claims (Reinstatement)

If at Our option, any Property is to be reinstated or replaced **You** will at **Your** own expense provide all such plans documents books and information as may be reasonably required.

We will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule.

## Claims (Subrogation)

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

## Premium Adjustment

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by **You** At all times **You** will allow Us to inspect such record and shall supply such particulars as We may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by Us subject to the Minimum Premium chargeable for the Section as stated in the Schedule being retained by Us.

At Our request **You** shall supply an auditors certificate in support of such particulars If **You** fail to supply such particulars within the period stated by Us We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

## Protections

**You** shall ensure that:

- 1) All protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by Us shall be in full operation securing the Premises whenever the Premises are closed for **Your Business** or left unattended 2) any keys for the Premises and or intruder alarm installation and or safes and or strongrooms and or any other secured area or device in which Property insured is kept are removed from the Premises whenever the Premises are closed for **Your Business** or left unattended.
- 2) Awareness of codes for the operation of the intruder alarm installation is restricted to authorised persons and no details of the same are left on the Premises The codes shall be changed immediately following the departure from the Your Business of an authorised person Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time, and



do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred.

Subject to that, we shall not be liable to provide an indemnity in respect of any act event or claim or incident occurring whilst You are not in full compliance with the obligations above.

## Reasonable Precautions

You shall take all reasonable precautions:

- 1) To prevent any Event which may give rise to a claim under this Policy.
- 2) To maintain Your Premises and machinery and everything used in Your Business in proper repair.
- 3) In the selection and supervision of Employees.
- 4) To comply with all statutory and other obligations and regulations imposed by any authority.
- 5) To make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time, and do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred.

Subject to that, we shall not be liable to provide an indemnity in respect of any act event or claim or incident occurring whilst **You** are not in full compliance with the obligations above

## Subjectivity

- 1) We will clearly state in a Subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You:
  - 1.1) Providing Us with any additional information requested by the required date(s).
  - 1.2) Completing any actions agreed between You and Us by the required date(s).
  - 1.3) Allowing Us to complete any actions agreed.
- 2) If We require You must allow Us access to Your Premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Your compliance by the required date(s) Upon completion of risk requirements or actions or where they are not completed by the required dates We may at Our option:
  - a. Modify the premium.
  - b. Issue a mid-term Endorsement to the Policy or Section terms Conditions and Exclusions.
  - c. Require You to make alterations to the Premises or contract sites or Business insured by the required date(s).
  - d. Exercise Our right to cancel the Policy.
  - e. Leave the Policy or Section terms Conditions and Exclusions and the premium unaltered.

We will contact You or Your insurance adviser with Our decision and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by You and or any decision by Us will take effect.



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

- 1) You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies.
- 2) We may at Our option exercise Our right under 2) Our rights of the Policy Condition Cancellation Except where stated all other Policy and Section terms Conditions and Exclusions will continue to apply If We exercise either option a) or b) or c) above You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation.
- 3) Return of premium applies.

The above Condition does not affect Our rights at Common Law.

## **Rights of Third Parties**

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

## **Assignment**

**You** shall not assign any of the rights or benefits under this Policy and or any Section of this Policy without Our prior written consent We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and or any Section of this Policy.



## Policy Exclusions

### WAR AND CIVIL WAR

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostiles (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### TERRORISM

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

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

### CYBER

Notwithstanding any provision to the contrary herein or any endorsement thereto, it is understood and agreed that this Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**) or loss of use, reduction in functionality, availability or failure in the security of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, or cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.



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

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

## **ELECTRONIC DATA PROCESSING MEDIA VALUATION**

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as that should electronic data processing media insured by this Agreement suffer physical loss or damage insured by this Agreement, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **ELECTRONIC DATA** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **ELECTRONIC DATA**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Agreement does not insure any amount pertaining to the value of such **ELECTRONIC DATA** to the assured or any other party, even if such **ELECTRONIC DATA** cannot be recreated, gathered or assembled.

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

## **NUCLEAR, CHEMICAL, BIOLOGICAL, RADIOLOGICAL**

Any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical, radiological or nuclear pollution or contamination shall be excluded.

## **SANCTIONS**

**WE** shall be deemed to provide cover and **WE** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that **US** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America.



## NUCLEAR ENERGY RISKS

This Policy shall exclude Nuclear Energy Risks whether such risks are written directly and / or by way of insurance and / or via Pools and / or Associations.

For all purposes of this Policy, Nuclear Energy Risks shall mean all first party and / or third-party insurances (other than Workers' Compensation and Employers' Liability) in respect of:

- I. All Property on the site of a nuclear power station.

Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

- II. All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:
  - (a) The generation of nuclear energy or
  - (b) The Production, Use or Storage of Nuclear Material.
- III. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and / or Association but only to the extent of the requirements of that local Pool and / or Association.
- IV. The supply of goods and services to any of the sites, described in (I) to (III), above unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

- I. Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment).
- II. any Machinery Breakdown or other Engineering insurance or insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

1. The provision of any insurance whatsoever in respect of:
  - (a) Nuclear Material,
  - (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and / or Association.
2. The provision of any insurance or for the under noted perils:
  - Fire, lightning, explosion,
  - Earthquake,
  - Aircraft and other aerial devices or articles dropped there from,
  - Irradiation and radioactive contamination,
  - Any other peril insured by the relevant local Nuclear Insurance Pool and / or Association, in respect of any other Property not specified in 1. above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.



## Definitions

"Nuclear Material" means:

- i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material, and
- ii) Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

- i) Any Nuclear Reactor.
- ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel, and
- iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and
- ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

## ASBESTOS EXCLUSION

It is hereby understood and agreed that this Agreement shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos or any materials containing asbestos in whatever form or quantity.



## **INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS**

This Exclusion shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- i) Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- ii) The radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- iii) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- iv) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- v) Any chemical, biological, bio-chemical, or electromagnetic weapon.

## **COMMUNICABLE DISEASE EXCLUSION**

Notwithstanding any provision to the contrary within this Policy, within any endorsement to this Policy or within any extension to this Policy, this Policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- (a) Coronaviruses; and
- (b) Coronavirus disease (COVID-19); and
- (c) Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and
- (d) Any mutation of or variation of a), b) or c) above; and
- (e) Any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- (f) Any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion will not apply in respect of Employer's Liability.





## Material Damage Section

### Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated.

### Basis of Claims Settlement

Means either:

A: Reinstatement – The amount payable in respect of insured Property will be the cost of the reinstatement of the Damage and for this purpose ‘reinstatement’ means:

1) The rebuilding or replacement of Property Damage which provided Our liability is not increased may be carried out:

1.1) In any manner suitable to **Your** requirements.

1.2) Upon another site.

2) The repair or restoration of Property Damage in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new provided that.

a) Our liability for the repair or restoration of Property Damage in part only shall not exceed the amount which would have been payable had such Property been wholly lost

b) Each item insured is subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (underinsurance) If at the time of reinstatement, the sum representing 85 per cent of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Basis of.

Claims Settlement exceeds its Sum Insured at the commencement of any Damage Our liability shall not exceed that proportion of the amount of the Damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time.

c) No payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement shall be made:

i) Unless reinstatement commences and proceeds without unreasonable delay.

ii) Until the cost of reinstatement shall have been actually incurred.

d) All the terms Conditions and Exclusions of this Policy or Section shall apply:

i) In respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as they are varied hereby.

ii) Where claims are payable as if this Basis of Claims Settlement had not been incorporated including any Condition of Average (underinsurance).

e) **You** will at **Your** own expense provide all such plans documents books and information as may be reasonably required.

f) We shall not be bound to reinstate exactly but only as circumstances permit.

or



B: Indemnity – the amount payable in respect of Stock and or all other insured Property as detailed in the Schedule to this section will be the value at the time of Damage or at Our option the cost of reinstatement or replacement of such Property or any part of it provided that each item subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (underinsurance).

If at the time of Damage, the Sum Insured for each item is less than 85 per cent of the value of the item insured then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of the Property.

### **Communal Areas**

Means those areas of the Premises to which all tenants and or owners have access as stated in the Schedule.

### **Contents**

Means furniture and all other Property belonging to **You** or for which **You** are responsible upon or within Communal Areas of the Premises including:

- 1) Tenants improvements for which **You** are responsible.
- 2) Tenants stock and or possessions for which **You** are responsible held in lieu of Rent up to £10,000 any one Premises.
- 3) The content of fuel tanks.
- 4) Portable or recreational communal property in the open grounds and used in connection with the Premises.
- 5) Deeds documents manuscripts and business books but only for the cost of the materials and clerical labour expended in reproducing such records for an amount up to £25,000 in any one Period of Insurance.
- 6) Computer systems records but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records if they are not otherwise insured for an amount up to £25,000 in any one Period of Insurance.
- 7) Partners directors Employees and visitors personal effects of every description whilst at the Premises for an amount not exceeding £1,000 any one person but excluding.
  - 1) Contents belonging to individual tenants or owners.
  - 2) Trade stock and materials.
  - 3) Jewellery watches furs precious metals precious stones or articles made from them.
  - 4) Curios works of art antiques or rare books.
  - 5) Motor vehicles.
  - 6) Property more specifically insured elsewhere.

### **Vermin**

Means bees foxes hornets mice owls pigeons rats squirrels or wasps.



## Material Damage Section Cover

Damage occurring at the Premises during the Period of Insurance caused by a Specified Peril described in this Section and not stated to be otherwise excluded in the Schedule.

## Limit of Liability

Our liability under this Section shall not exceed the Sum Insured by each item stated in the Schedule in respect of any one Period of Insurance or any limit stated in any Extension and or Endorsement to this Section.

## Specified Perils

- 1) **Fire** but excluding Damage caused by:
  - 1.1) Specified Perils 3) Explosion resulting from fire.
  - 1.2) Its own spontaneous fermentation or heating.
  - 1.3) Its undergoing any heating process or any process involving the application of heat.
  - 1.4) Specified Peril 7) Earthquake.
  - 1.5) Specified Peril 8) Subterranean Fire.
  - 1.6) Specified Peril 2) Lightning.
- 2) **Lightning**
- 3) **Explosion** but excluding Damage:
  - 3.1) Caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control
  - 3.2) In respect of and originating in any vessel machinery or apparatus or its contents belonging to **You** or under **Your** control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a certificate or other contract providing the required inspection service.
- 4) **Aircraft** or other aerial devices or articles dropped therefrom
- 5) **Riot Civil Commotion Strikers Locked-out Workers** or persons taking part in labour disturbances or Malicious Persons acting on behalf of or in connection with any political organisation excluding Damage:
  - 5.1) Arising from cessation of work or from confiscation or destruction or requisition by order of the Government or any public authority.
  - 5.2) By Specified Peril 1) Fire caused by strikers locked- out workers or persons taking part in labour disturbances or Specified Peril 6) Malicious Persons.
- 6) **Malicious Persons** not acting on behalf of or in connection with any political organisation excluding Damage:
  - 6.1) By Specified Peril 16) Theft or Attempted Theft.
  - 6.2) In respect of any Unoccupied Building.



7) Earthquake

8) **Subterranean Fire**

9) **Storm** excluding Damage:

9.1) By Specified Peril 2) Lightning.

9.2) By frost or Specified Peril 15) Subsidence Ground Heave or Landslip.

9.3) To fences gates and moveable Property in the open unless the Building is also Damaged by the same Event.

9.4) To open sided or fronted Buildings or to the Property contained therein.

9.5) By Specified Peril 10) Flood.

10) **Flood** excluding Damage by:

10.1) Specified Peril 9) Storm.

10.2) Specified Peril 11) Escape of Water.

11) **Escape of Water** from any tank apparatus or pipe excluding Damage:

11.1) In respect of any Unoccupied Buildings.

11.2) By water discharged or leaking from any automatic sprinkler installation.

12) **Impact** by any vehicle or animal.

13) **Accidental Escape of Water** from any automatic sprinkler installation in the Premises not caused by:

13.1) Freezing whilst the Buildings belonging to **You** or for which **You** are responsible are Unoccupied.

13.2) Specified Peril 3) Explosion 7) Earthquake 8) Subterranean Fire or heat caused by Specified Peril 1) Fire.

14) **Accidental Physical Damage** excluding:

14.1) Damage caused by :

a) Specified Peril 1) – 13) and or 15) – 17) as detailed in this Section and causes excluded therefrom whether these Specified Perils are insured or not.

b) Inherent vice latent defect gradual deterioration gradually operating cause wear and tear faulty or defective design or materials.

c) Faulty or defective workmanship operational error or omission on **Your** part or any Employee of **Yours**.

d) Corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects.

e) Change in temperature colour flavour texture or finish.

f) Joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith.



- g) Mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not exclude Damage to surrounding Property not forming part of the same machine apparatus or equipment.
- h) Electrical or magnetic disturbance or erasure of electronic recordings.
- i) Acts of fraud or dishonesty.
- j) Unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information.
- k) You voluntarily parting with title or possession of any Property or rights to Property.
- l) Confiscation requisition seizure or destruction by order of the Government or any public authority.
- m) Cessation of work.
- n) The solidification of molten material unless such Damage is directly caused by any other Specified Peril not otherwise excluded.

14.2) Damage to:

- a) Buildings or structures caused by their own collapse or cracking unless resulting from any other Specified Peril not otherwise excluded.
- b) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection.
- c) Property in the open or in Transit.
- d) Vehicles other than forklift trucks and vehicle accessories thereon licensed or intended to be licensed for road use caravans trailers railway locomotives rolling stock watercraft or aircraft.
- e) Livestock growing crops or trees.
- f) Jewellery precious stones precious metals bullion furs curiosities rare books or works of art.

14.3) Damage resulting from Property undergoing:

- a) Any process of production.
- b) Any process of packaging treatment testing commissioning cleaning servicing repair or any other similar process but this will not exclude Damage to surrounding Property:
  - i) Not forming part of the same machine.
  - ii) Not forming part of the same process of production or the same process of packaging treatment testing commissioning cleaning servicing repair or any other similar process.

15) Subsidence Ground Heave or Landslip excluding Damage:

- 15.1) Arising from the settlement or movement of made- up ground or by coastal or river erosion.
- 15.2) Occurring as a result of the construction demolition alteration or structural repair of any Property at the Premises.
- 15.3) Arising from the settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence groundheave or landslip.
- 15.4) Occurring prior to the inception date of the insurance under this Section.
- 15.5) Caused by subsidence ground heave of any part of the site on which the Buildings stand or landslip resulting from groundworks or excavation at the Premises.
- 15.6) Caused by subsidence ground heave of any part of the site on which the Buildings insured stand or landslip to the yards car parks roads pavements walls gates and fences unless the Buildings insured under this Section are affected at the same time.



16) Theft or Attempted Theft following Damage:

16.1) Involving forcible and violent entry to or exit from Buildings

16.2) Due to assault or violence or threat of assault or violence to You or any partner director Employee of Yours or members or their families or any other person lawfully on the Premises

16.3) To the Premises for which You are responsible as a result of 16.1) above

But We do exclude Damage:

a) Caused by You or any partner director or Employee of Yours or any other person to whom Property has been entrusted excepting collusion.

b) In respect of:

i) Coin and similarly operated gaming and or amusement machines or their contents.

ii) Money.

iii) Livestock growing crops or trees furs jewellery gold silver or other precious metals or precious stones or curiosities works of art or rare books.

iv) To Property in gardens yards open spaces or in open sided or fronted Buildings or in Buildings not on permanent foundations unless We state otherwise in the Schedule.

17) Escape of Fuel Oil from any fixed heating installation tank apparatus or pipe excluding Damage in respect of any Unoccupied Building.



## Material Damage Section Extensions

The terms Conditions and Exclusions of this Policy and or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies.

### Additional Metered Supply Charges

This Extension provides insurance for additional metered charges incurred by **You** or for which **You** are responsible as a result of Damage at the Premises.

Our maximum liability is up to £25,000 in respect of any Event of Damage but excludes all and any claims where following discovery no remedial action is taken within 7 days of the Event of Damage.

### Annexes

The Buildings or other Property owned by **You** or for which **you** are responsible include:

- 1) Annexes conveniences external hoists gangways and staircases.
- 2) Extensions communicating with any of the Buildings.
- 3) Sub-stations insured under the respective Buildings or other Property items to which such Property is attached or belongs.

### Archaeological Discoveries

This Extension provides insurance for costs incurred by **You** following Damage as a direct consequence of **your** compliance with statutory obligations subsequent to the discovery of archaeological finds and or remains exposed during site excavation provided that **You** received no notification and or were unaware of the presence of archaeological finds and or remains prior to the commencement of site works.

Our maximum liability is up to £25,000 in respect of any Event of Damage.

### Automatic Reinstatement

In the absence of written notice from Us or **You** to the contrary the Sum Insured by this Section will not be reduced by the amount of agreed claim settlement and in return **You** undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof.

### Capital Additions

This Extension provides insurance for:

- 1) Alterations additions and or improvements to the Property but not any appreciation in value.



2) Newly acquired and or newly occupied Property provided **Your** interest it is not otherwise insured anywhere in the Territorial Limits provided that:

a) At any one Premises this Extension will not exceed 10 per cent of the Sum Insured under the respective item or £500,000 in the aggregate whichever is the less.

b) **You** will advise Us:

i) Every six months in respect of any such alterations additions and improvements.

ii) As soon as practicable of any newly acquired and or newly occupied Property.

**You** will pay the appropriate additional premium required from inception of any additional insurance provided.

The additional Sum Insured declared will be added by Endorsement to the respective Schedule Sum Insured whereupon these provisions shall be fully reinstated.

### **Concern for Welfare Costs**

This Extension provides insurance for Damage caused by the police 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 Buildings but we do not include costs and expenses incurred relating to damage caused by the police or people acting under their control in the course of criminal investigations.

Our maximum liability is up to £25,000 in respect of any Event of Damage.

### **Condition of Average Waiver**

When a claim is submitted to Us following Damage We agree to waive the Day One Average Condition under this Section provided that:

1) **You** submit to Us documentary evidence of a valuation and or revaluation by a fellow or member of the Royal Institute of Chartered Surveyors which is dated no more than three years before the Event of Damage.

2) Annual interim revaluations have been undertaken in accordance with the Royal Institute of Chartered Surveyors Rebuilding cost index.

3) At each renewal date the Declared Value submitted is based on the valuations and or revaluations by a fellow or member of the Royal Institute of Chartered Surveyors.

If undisclosed structural alterations or additions become apparent this waiver will not be valid until a subsequent revaluation has been completed and the Declared Value amended in line with the revaluation report and any additional premium due is paid to Us.





### Contractors Interest

Where **You** are required to effect insurance on the insured Property in the joint names of **Yourself** and the contractor under the terms of a contract condition then the interest of the contractor in the insured Property is noted as joint Insured provided that **You** advise Us of details of any single contract valued at £250,000 or more in advance of the commencement of the work and agree to pay any additional premium We may require.

### Contract Works

This Extension provides insurance for Contract Works where **You** have contracted to arrange insurance for any Buildings and will only apply where no other Contract Works insurance policy exists to provide an indemnity.

Our maximum liability is up to £250,000 in respect of any Event of Damage and We shall not be liable for the first £1,000 of each and every loss.

### Drain Clearance

This Extension provides insurance for costs and expenses necessarily incurred in clearing drains sewers and gutters on **Your Premises** where **You** are responsible and liable following Damage.

### Emergency Services

This Extension provides insurance for costs and expenses incurred by **You** or for which **You** are responsible following insured Damage caused by the actions of the emergency services in gaining access to **Your Buildings** including deliberate acts where such deliberate acts are for the purpose of safeguarding human life or minimising damage to **your Premises**

### Energy Efficiency

This Extension provides insurance for the additional costs necessarily and reasonably incurred by **You** with Our consent

in rebuilding or repairing the Buildings following Damage in a manner that aims to reduce potential harm to the environment by improving energy efficiency but does not include

- 1) The additional cost of complying with any European Union legislation Act of Parliament and or bye-laws of any public authority.
- 2) Any additional costs for work **You** had already planned to be carried out prior to the Damage.
- 3) Any additional costs for replacing undamaged Buildings.
- 4) Any Unoccupied Building.



5) Additional costs where **You** choose not to rebuild or repair the Building.

Our Limit of Liability under this Extension is £25,000.

### European Union and Public Authorities

This Extension provides insurance for additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with:

- 1) European Union legislation.
- 2) Building or other regulations under or framed in pursuance of any Act of Parliament or bye laws of any public authority which are hereinafter referred to as “the regulations” in respect of the destroyed or Damaged Property thereby insured.

This Extension does not apply to:

- a) The cost incurred in complying with the regulations:
  - i) In respect of Damage occurring prior to the granting of this Section Extension.
  - ii) In respect of Damage not insured by this Section.
  - iii) Where notice has been served upon **You** prior to the Damage occurring.
  - iv) For which there is an existing requirement which has to be implemented within a given period.
  - v) In respect of undamaged Property or undamaged portions of Property of that portion of the Property destroyed or damaged.
- a) The additional cost that would have been required to make good the Property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the regulations not arisen.
- b) The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with the regulations provided that:
  - 1) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage or within such further time as We may allow within the said 12 months and may be carried out upon another site if the regulations so necessitate subject to Our liability under this Extension not being thereby increased.
  - 2) If Our liability under any item of this Section apart from this Extension shall be reduced by the application of any of the terms Conditions and Exclusions of this Section then Our liability under this Extension in respect of any such item shall be reduced in like proportion.
  - 3) The total amount recoverable under any item of this Section and Extension shall not exceed:
    - 3.1) In respect of European Union legislation:
      - a) 15 per cent of the Sum Insured.
      - b) Where the Sum Insured by the Item applies to Property at more than one Premises 15 per cent of the total amount for which We would have been liable had the insured Property by the item at the Premises where Damage had occurred been totally destroyed.
    - 3.2) In respect of building or other regulations under or framed in pursuance of any Act of Parliament and or bye-laws of any public authority the Sum Insured.



### Expediting Costs

This Extension provides insurance for costs necessarily and reasonably incurred by **You** with Our consent for temporary repairs to the Buildings in order to keep **Your Buildings** secured. Our maximum liability is up to £10,000 for any one Building during any one Period of Insurance.

### Extinguishment and Alarm Resetting Expenses

This Extension provides insurance for costs necessarily and reasonably incurred by **You** in refilling fire extinguishing appliances replacing used sprinkler heads resetting fire and or intruder alarms as a result of Damage to the Property insured.

### Failure of Other Insurances

This Extension provides insurance for costs necessarily and reasonably incurred by **You** for Damage to Buildings and loss of Rent Receivable for Buildings in which **you** have an insurable interest but where the terms of the lease specify the responsibility to arrange specified insurance rests with a third party leasee or third party lessor provided that:

- 1) A valid and enforceable lease is in force.
- 2) **You** could not have prevented the failure to arrange specified insurance
- 3) This Extension only applies:
  - a) In the event of failure of the third party's insurance and then only for the excess beyond the amount payable under such insurance.
  - b) In respect of claims arising directly from a peril in respect of which the third party leasee or third party lessor assumed responsibility to arrange specified insurance under the lease but in no case greater in scope than the insurance provided by this Section.
- 4) At any one Premises this Extension will not exceed 10% of the total Sum Insured or £250,000 whichever is the lesser.

**You** hereby agree to ensure that:

- a) **You** have checked that the lessees or lessors have effected and maintained adequate insurance.
- b) On discovery of a failure to insure for the full Sum Insured on Buildings **You** will immediately effect adequate insurance.

### Fire Extinguishment Expenses

This Extension includes where not otherwise recoverable extinguishment expenses reasonably incurred by **You** in order to minimise Damage.

Our maximum liability is up to £50,000 in respect of any Event of Damage.



### **Fly Tipping**

This Extension includes where not otherwise insured the cost of removing materials deposited at the Premises as a result of fly tipping

Our maximum liability is up to £10,000 in respect of any one Event

### **Frustrated Legal Costs Cover**

If the sale of any Buildings is cancelled solely as a result of insured Damage then We will reimburse legal costs and expenses incurred or subsequently incurred by **You** as a direct consequence of the sale cancellation.

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

### **Frustration of Reinstatement**

If due to compliance with 'the regulations' (as defined in the European Union and Public Authorities Extension under this Section) and following Damage **You** are unable to repair or reinstate the Buildings as they were immediately prior to such Damage occurring and as a result there is a reduction in the market value of the Buildings We will pay:

- 1) The cost of repairing or reinstating the Buildings.
- 2) A cash settlement representing the reduction in market value providing.
- 3) The total payment made does not exceed the amount that would have been paid had the Buildings been repaired or reinstated in an identical manner to their condition immediately before the Damage.
- 4) The total amount recoverable under any Item of the Policy shall not exceed its Sum Insured.

### **Further Investigation Expenses**

Where a Building has suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Building which is not immediately apparent We will pay the reasonable costs incurred by **You** with Our consent in establishing whether or not such Damage has occurred We will also pay the reasonable costs incurred by **You** in establishing whether or not other Buildings in the vicinity have suffered Damage in the same Incident but only if such Buildings are subsequently found to have suffered such Damage for which We are responsible.

### **Glass Breakage**

This Extension provides insurance for costs necessarily and reasonably incurred by **You** to

- 1) Temporarily board up following breakage.
- 2) Remove or replace fixtures and fittings in course of the replacement of the glass.
- 3) Add lettering and or other ornamental work and or alarm foil to the glass.



### Ground Rent

This Extension provides insurance for up to 24 months ground rent if the Buildings are rendered temporarily unfit to live in and or access is denied during the period necessary for reinstatement Our maximum liability is up to 10% of any one Building Declared Value Sum Insured during any one Period of Insurance.

### Illegal cultivation of drugs

This Extension provides insurance for clean-up costs and remedial work expenses **You** incur where **Your Buildings** have been used illegally for the manufacture cultivation harvesting and or processing by any other method of any drugs classed as a controlled substance under the Misuse of Drugs Act (1971) provided that **You**:

- 1) Carry out internal and external inspections of the Buildings at least once every 3 months and **You** maintain a log of those inspections which **You** retain for at least 24 months. **You** also need to carry out at least once every 6 months a management check of the inspection log.
- 2) Obtain and record a written formal identification of any prospective tenant.
- 3) Obtain and retain a written employer's reference for any new tenant.
- 4) Obtain and record details of **your** tenant's bank account and verify those details by receiving at least one payment from that bank account.
- 5) Write to advise **Your** tenant if sub-letting is allowed under the terms of the tenancy agreement that they must comply with proviso's 2) 3) and 4) above when permitting any lettings that they allow.

### Inadvertent Omission to Insure

Provided that **You** have notified Us of **Your** intention to insure all Property for which **You** own or are responsible situated within the Territorial Limits with Us (unless otherwise agreed in writing by Us) from inception date of this Section of the Policy and it being **Your** belief that all such Property is insured then We will agree to extend cover under this Section so that if subsequently any such Property is found to inadvertently been left uninsured by **You** during the Period of Insurance then We will deem such Property to be insured by this Section provided

- a) **You** carry out at not less than twelve monthly intervals a check to ensure that effective insurance is in force for all Property owned or leased or for which **You** are responsible.
- b) **You** shall notify Us in writing immediately when any omission is discovered providing Sums Insured for any such Property and pay any additional premium.

We may require

- c) That in respect of any Buildings purchased for refurbishment or redevelopment the Basis of Claims Settlement upon which the amount payable shall be calculated shall be the value of the Property insured at the time of Damage less the appropriate.

Reduction for wear and tear and prior depreciation and in respect of any Buildings due for demolition the Basis of Claims Settlement shall be limited to the costs associated with the clearing and securing of the



Premises This Extension shall not provide any cover in respect of Unoccupied Buildings and or any Property contained therein.

Our Limit of liability under this Extension shall not exceed £1,000,000 any one claim.

### **Landlords Gardening Equipment**

This Extension provides insurance for Damage to Landlords gardening equipment whilst in any locked outbuilding at **Your Premises**.

Our maximum liability is up to £10,000 during any one Period of Insurance.

### **Landscaping and Garden Restoration**

This Extension provides insurance for the costs of restoration of gardens and ornamental features caused by the fire brigade or other emergency services attending the Premises following Damage to the Property insured.

Our maximum liability is up to £25,000 in respect of any Event of Damage.

### **Loss Minimisation and Prevention Expenditure**

This Extension includes costs and expenses necessarily incurred by **You** with Our consent in:

- a) Preventing or reducing imminent Damage which would have been insured under this Section.
- b) Reducing mitigating or otherwise alleviating Damage insured under this Section during and after the occurrence of such Damage provided that:
  - i) The impending Damage was not reasonably foreseeable earlier and would not be the natural outcome if such costs and expenses were not incurred.
  - ii) The impending Damage did not arise from any defect in the Property insured.
  - iii) The Damage is not more specifically insured under this or any other policy bond indemnity security or other legally binding contract.

Our liability under this Extension shall not exceed £25,000 in respect of any one claim.

### **Loss of Market Value**

This Extension provides cover for the reduction in a sale price for Buildings insured under this Policy following Damage to a neighbouring building provided that:

- 1) **You** are not responsible for the neighbouring building.
- 2) The neighbouring building suffers Damage by a Specified Peril.



- 3) The Buildings insured were offered for sale prior to the Event of Damage occurring.
- 4) Any reduction in the sale price is due solely to the Event of such Damage.

The amount payable shall be substantiated by a practicing member of the Royal Institution of Chartered Surveyors.

Approved by both **You** and Us.

Our maximum liability is up to £100,000 any one Event of Damage.

Loss of Rent and Alternative Residential Accommodation.

Where Damage occurs and as a result any residential portions of the Buildings become unfit to live in or access is denied and where no other insurance policy exists to provide an indemnity We will pay the following:

- 1) Loss of rent and management charges **You** should have received but have lost.
- 2) The costs of reasonable alternative accommodation and temporary storage of residents furniture.
- 3) The cost of reasonable accommodation in kennels or catteries for residents dogs and cats.

Our maximum liability is up to 20% of any one Building Declared Value Sum Insured during any one Period of Insurance.

### **Munitions of War Cover**

The Policy Exclusion War and similar risks does not apply when Damage to Buildings results from or is occasioned by the detonation of munitions of war or parts thereof within a five mile radius of the Premises provided that the presence of such munitions of war or parts thereof does not result from a declared state of war current at the time of Damage.

### **Mortgagors Freeholders and Lessors**

The interest of mortgagees freeholders or lessors will not be prejudiced by any increase in the risk of Damage resulting from any act of negligence of any mortgagee leaseholder lessee or occupier of any Building insured by this Section provided that:

- 1) Such increase in risk is without their prior knowledge or authority.
- 2) We are notified immediately they become aware of such increase in risk.

### **Non-invalidity**

If the risk of Damage is increased by any act or omission or by any alteration that occurs without **Your** or **Your Employee's** knowledge or beyond **Your** or **Your Employee's** control such increase will not invalidate this insurance or any claim provided that **You** immediately on such act omission or alteration coming to **Your** or



**Your** Employee's knowledge give immediate notice thereof to Us and pay such additional premium as We may require.

### **Obsolete Building Materials**

If the Buildings or damaged parts cannot be restored to their original form We will rebuild or restore them with materials of a similar quality.

Under this Extension the Buildings will not be regarded as being in better condition than new provided that Our liability for any additional costs does not exceed 5% of the Declared Value for that item.

### **Other Interests**

Other parties having a financial interest in the Buildings or Contents under a hiring leasing mortgage or similar agreement are noted by this Extension subject to the nature and extent of any such interest being disclosed in the Event of Damage.

### **Payment on Account**

In the Event of Damage We may at Our discretion make monthly payments to **You** if required.

### **Personal Possessions**

This Extension provides insurance for directors partners customers visitors and Employees of **Yours** where no other insurance policy exists to provide an indemnity.

Our maximum liability is up to £1,000 for any one person.

### **Privity of Contract**

This Extension provides insurance for costs **You** become legally liable to pay as indemnity following Damage to tenants in respect of repair or reinstatement of Premises previously owned but which are no longer **Your Property** and where the current owner has failed to maintain adequate insurance cover provided that:

- 1) **You** take all reasonable and appropriate steps to obtain release from **Your** liabilities under covenants to insure such Property on its disposal.
- 2) Our liability under this Extension will not include contribution in respect of any more particular insurance effected by any succeeding owner or tenant or sub-tenant.
- 3) Our liability under this Extension will not include any Event of Damage which is more than seven years before the commencement date of the current Period of Insurance.

Our maximum liability is up to £2,000,000 in any one Period of Insurance





### Reinstatement to Match

When insured Property has suffered Damage **You** may replace repair and or restore the Property with equivalent Property which employs current technology and such Property replacement repair and or restoration will for the purposes of this Section not be regarded as being better or more extensive than when new.

This Extension also includes the replacement or modification of undamaged Property insofar as it is necessary to adapt it to operate in conjunction with that Property which has been replaced repaired or restored provided that Our total liability is not increased beyond the amount that would otherwise have been payable for the replacement repair or restoration of the Property destroyed or damaged in its original form.

### Repairs of Alterations

This Extension notes that joiners and other tradesmen may be engaged to effect repairs or other structural alterations in all and any of the insured Buildings without prejudice to the insurance provided by this Section.

### Removal of Debris

This Extension provides insurance for costs and expenses necessarily incurred by **You** with Our consent in:

- 1) Removing debris.
- 2) Dismantling and or demolishing.
- 3) Shoring up or propping of the portions of insured Property.
- 4) Clearing drains sewers and gutters at the Premises as a result of insured Damage

This Extension does not include any costs or expenses:

- a) Incurred in removing debris except from the site of such Property destroyed and or damaged and the immediate area adjacent to such site.
- b) Arising from Pollution or Contamination of Property not insured by this Section.

Our maximum liability is up to the Declared Value Sum Insured of any one Building during any one Period of Insurance.

### Removal of Debris - Tenants Contents

This Extension provides insurance for irrecoverable costs and expenses necessarily incurred with Our consent where no other insurance policy exists to remove from the Buildings the debris of Contents which neither belong to **You** or for which **You** are responsible as a result of insured Damage.

This Extension does not include any costs or expenses:

- 1) Incurred in removing debris except from the site of such Property destroyed and or damaged and the immediate area adjacent to such site.
- 2) Arising from Pollution or Contamination of Property not insured by this Section.



Our maximum liability is up to the Declared Value Sum Insured of any one Building during any one Period of Insurance.

### **Removal of Wasp and Bee Nests**

This Extension provides insurance for reasonable costs incurred by **You** in removing wasp or bee nests from insured Buildings.

Our maximum liability is up to £1,000 for any one Event.

### **Removal of Vermin**

This Extension provides insurance for reasonable costs incurred by **You** where **You** are required by a local authority or similar body to have Vermin removed from any insured Buildings.

Our maximum liability is up to £5,000 for any one Event and £25,000 during any one Period of Insurance.

### **Seventy Two Hour Clause**

In the event of:

- 1) Specified Perils 7) Earthquake or a series of earthquakes or
- 2) Specified Perils 9) Storm or a series of storms or
- 3) Specified Perils 10) Flood or a series of floods occurring within a 72 hour consecutive period they will be regarded as one Event provided that:
  - a) No one individual Earthquake Storm or Flood which occurs outside a 72 hour consecutive period will be accepted in that one Event.
  - b) **You** select the time when the 72 hour consecutive period commences.
  - c) The 72 hour consecutive period will not operate beyond either expiry of the Period of Insurance or the Policy Condition Cancellation agreed date.

### **Sprinkler Upgrade Costs**

This Extension includes additional costs of reinstatement incurred with Our consent to upgrade a sprinkler installation to comply with the current edition of the Sprinkler Rules of the Loss Prevention Council provided that the additional costs incurred are solely as a direct result of insured Damage.

Our maximum liability is up to the Sum Insured of any one Building during any one Period of Insurance.



### Subrogation Waiver

We agree to waive any rights remedies and or relief to which We may become entitled against any subsidiary or parent company of **Yours** or any fellow subsidiary where **You** are also a subsidiary as defined by current legislation.

### Temporary Removal – General

The Property stated in the Schedule is covered whilst temporarily removed from the Premises for cleaning renovation or repair elsewhere and in Transit within the Territorial Limits.

Our maximum liability is up to £50,000 in any one claim.

### Temporary Repairs

This Extension provides insurance for costs and expenses incurred by **You** or for which **You** are responsible following insured Damage to the Buildings to:

- 1) Provide temporary doors for the purpose of weather proofing or securing the Buildings.
- 2) Weather proofing Buildings.
- 3) Securing the site.

### Theft of Keys

This Extension provides insurance for costs necessarily and reasonably incurred by **You** or on **Your** behalf to replace external door locks at the insured Buildings subsequent to loss of keys caused by

- 1) Specified Peril 16) Theft or Attempted Theft from the insured Buildings and or **Your** registered office and or **Your** residential home.
- 2) Specified Peril 16) Theft or Attempted Theft following hold-up whilst such keys are in **Your** personal custody or any principal director partner or employee authorised to hold such keys or reasonable evidence that the keys have been duplicated by an unauthorised person.

Our maximum liability is up to £10,000 in any one claim.

### Trace and Access

This Extension provides insurance for costs necessarily and reasonably incurred with Our consent in locating the source and subsequent making good of Damage resulting from

- 1) The escape of water from any tank apparatus or pipe.
- 2) Accidental damage to cables underground pipes and drains serving the insured Buildings.

Our maximum liability is up to £25,000 in any one claim.



### Transfer of Interest

If at the time of Damage **You** have contracted to sell **Your** interest in any insured Buildings and the purchase was incomplete but subsequently completes the purchaser on completion of the purchase and where no other insurance policy exists to provide an indemnity to the purchaser against the Event of Damage **You** will be entitled to the benefit of this Section so far as the insurance relates to such Damage without prejudice to **Your** or Our rights and liabilities under this Section up to the date of completion.

### Tree Felling or Lopping

This Extension provides insurance for costs necessarily and reasonably incurred by **You** or on **Your** behalf in felling and or lopping trees at the insured Premises which are an immediate threat to the safety of life and or damage to the insured Property.

This Extension does not include any:

- 1) Legal or local authority costs involved in removing trees.
- 2) Costs incurred by **You** solely to comply with a preservation order.

Our maximum liability is up to £5,000 in any one claim.

### Tree Removal

This Extension provides insurance for costs necessarily and reasonably incurred by **You** or on **Your** behalf in removing fallen trees and branches from the Premises resulting from Damage.

Our maximum liability is up to £1,000 for any one Event and £5,000 during any one Period of Insurance.

### Unauthorised Occupation

If during the Period of Insurance unauthorised persons take possession keep possession and or occupy the insured Buildings without **Your** authority We will pay the costs **You** incur in terminating such unauthorised use.

Our maximum liability is up to £5,000 for any one Building and £25,000 during any one Period of Insurance.

### Unauthorised Use of Utilities

This Extension provides insurance for costs incurred by **You** or for which **You** are legally responsible for arising from unauthorised use of metered electricity gas or water by persons taking possession keeping possession and or occupying the insured Buildings without **Your** authority provided that as soon as **You** become aware of unauthorised use **You** immediately commence all practical steps to terminate the unauthorised use.

Our maximum liability is up to £25,000 in any one claim.



### Undamaged Portions of Buildings

This Extension provides insurance for costs and expenses necessarily incurred by **You** with Our consent in replacing and or modifying non damaged portions of the Buildings providing it is necessary to make replacement and or modification which are in keeping with the repairs and or restoration and or replacement of the damaged portion of the Buildings.

Our maximum liability for the undamaged portions of the Buildings (other than foundations) is up to 20% of the total cost of rebuilding had the damaged Buildings been totally destroyed.

### Value Added Tax

This Extension includes Value Added Tax (VAT) paid by **You** which is not subsequently recoverable provided that:

- 1) **Your** liability for such tax arises solely as a result of the reinstatement or repair of the Buildings following Damage.
- 2) We have paid or have agreed to pay for such Damage .
- 3) If the payment We make in respect of the rebuilding or restoration is less than the actual cost of rebuilding or restoration We will only pay the same proportion of the Value Added Tax applicable.
- 4) Our liability for VAT does not arise from the replacement Buildings having a greater floor area than or being in a better condition or more extensive than the destroyed or damaged Buildings.
- 5) If **You** opt to reinstate on another site Our liability under this Extension will not exceed the amount of VAT that would have been payable had the Building been rebuilt on its original site.
- 6) Our liability under this Extension will not include amounts payable by **You** as penalties and or interest for non payment or late payment of VAT.
- 7) **You** have taken all reasonable precautions to insure adequately for VAT liability at inception of the Section and at each subsequent renewal date.

Where this Extension applies all other reference to the contrary will be substituted by the following:

- a) For the purpose of any Condition of Average costs will be exclusive of VAT.
- b) Our liability may exceed the Sum Insured by an item or in the whole the Total Sum Insured where such excess is solely in respect of VAT.



## Material Damage Section Conditions

### Change in Tenancy

**You** must advise Us of all changes in tenancy or occupation within the insured Property.

### Day One Average

Subject to the Special Conditions below the basis upon which the amount payable in respect of the Declared Value for Property insured is to be calculated shall be the reinstatement of the Property damaged and for this purpose 'reinstatement' means:

- 1) the rebuilding or replacement of Property damaged which provided Our liability is not increased may be carried out:
  - a) In any manner suitable to **Your** requirements.
  - b) Upon another site.
- 2) The repair or restoration of Property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

**You** have stated in writing the Declared Value for each item stated in the Schedule to which this Condition applies and the premium has been calculated accordingly. Declared Value means **Your** assessment of the cost of reinstatement of the insured Property arrived at in accordance with paragraph 1) shown above at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with and insofar as the insurance by the item provides due allowance for:

- 1) The additional cost of reinstatement to comply with public authority requirements.
- 2) Professional fees.
- 3) Debris removal costs.

Special Conditions:

- 3.1) At the inception of each Period of Insurance **You** will notify Us of the Declared Value of the insured Property for each of the said items. In the absence of declaration from **You** We will assume the last amount declared by **You** should be taken as the Declared Value for the ensuing Period of Insurance.
- 3.2) If at the time of Damage the Declared Value of the Property stated by each item be less than the cost of reinstatement as defined in paragraph 2) shown above at the inception of the Period of Insurance then Our liability for any Damage will not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement.
- 3.3) Our liability for the repair or restoration of Property damaged in part only will not exceed the amount which would have been payable had such Property been wholly destroyed.
- 4) No payment beyond the amount which would have been payable in the absence of this Condition will be made:
  - 4.1) Unless reinstatement commences and proceeds without unreasonable delay.
  - 4.2) Until the cost of reinstatement shall have been actually incurred.
  - 4.3) If the insured Property at the time of its destruction or Damage is insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.



5) All the terms Conditions and Exclusions of this Policy and or Section apply in respect of any claim payable under the provisions of this Condition except insofar as they are varied hereby.

6) Where by reason of:

6.1) Any of the above Special Conditions no payment is to be made beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein.

or

6.2) **You** elect not to rebuild the insured Property in a condition equal to but not better or more extensive than its condition when new then the provisions of this Condition are cancelled and Our rights and liabilities and **Yours** in respect of the Damage will be subject to the terms Conditions and Exclusions of this Policy and or Section including the following Condition of Average.

The insurance for each Item of this Section is declared to be subject to Average i.e if the insured Property shall at the breaking out of any Damage insured hereby be collectively of greater value than the Sum insured stated in the Schedule then **You** will be considered to be **Your** own insurer for the difference and will bear a rateable share of the claim loss amount accordingly.

#### Fire Extinguishment - Automatic Sprinkler Installations

In consideration of the discount and or reduced rate granted for the automatic sprinkler installation(s) **You** will:

- 1) Conduct a test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit unless:
  - 1.1) This function is continuously monitored.
  - 1.2) A ring circuit or one break of wire(s) will not prevent an alarm signal being transmitted.
- 2) Conduct a test at least once a week for the purpose of ascertaining the condition of:
  - 2.1) The connection with the public fire station central fire alarm depot or public fire brigade control unless **You** have with a written undertaking from the public fire brigade that they will carry out this test.
  - 2.2) The relevant batteries provided that where the circuit is not continuously monitored test must be made and recorded every working day.
  - 2.3) Have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installation(s) and obtain from them following each inspection certification that they are in satisfactory working order.
  - 2.4) Conduct a test every week for the purpose of ascertaining that the alarm bell is in working order and that the stop valves controlling the individual water supplies and the installation(s) are fully open.
  - 2.5) Conduct tests each week for the purpose of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and record the completion of these tests.
  - 2.6) Conduct quarterly or half-yearly tests if required by Us to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test.
  - 2.7) Remedy promptly any defect disclosed by such tests or otherwise.
  - 2.8) Notify Us before any installation is rendered inoperative or immediately in the event of emergency.



We shall have access to the Premises at all reasonable times for the purpose of inspecting the sprinkler installation(s).

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time, and do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred. Subject to that, we shall not be liable to provide an indemnity in respect of any act event or claim or incident occurring whilst **You** are not in full compliance with the obligations above'.

### **Flat Roof Condition**

If any Building has a flat roof and or flat roof portions and the mineral felt and or covering material has not been replaced within the last 5 years then **You** are required to arrange before August every year an annual inspection of these roof areas by a competent roofing contractor and implement any of their maintenance repair or replacement recommendations.

### **Unoccupied Buildings**

- 1) We must be notified in writing as soon as reasonably practicable by **You** if any Unoccupied Building and or any Unoccupied portion of any Building insured by this Section becomes occupied or any occupied Building or any portion of any occupied Building insured by this Section becomes Unoccupied and **You** agree to pay an additional premium if required.
- 2) Whenever any Building or any portion of any Building insured by this Section becomes Unoccupied the Unoccupied Buildings Condition stated below will apply.
- 3) An Excess of £1000 (or greater if noted in the Schedule to this Section) applies to any Unoccupied Building or any Unoccupied portions thereof for any Event of Damage after the application of all other terms Conditions and Exclusions of this Policy and or Section including any Condition of Average.
- 4) When any Building or any portion of any Building insured by this Section becomes Unoccupied the insurance provided by this Section immediately alters and is restricted to the following Specified Perils:
  - 1) Fire.
  - 2) Lightning.
  - 3) Explosion.
  - 4) Aircraft or other aerial devices or articles dropped therefrom.

### **Unoccupied Buildings Condition**

Whenever any Building or any portion of a Building insured by this Section becomes Unoccupied **You** will hereby agree to ensure that:

- a) We are notified as soon as reasonably practicable when **You** become aware:
  - i) That the Building or any portion of a Building insured by this Section becomes Unoccupied.
  - ii) Of any destruction or Damage to the Unoccupied Building and or any Unoccupied portion of a Building whether such destruction or Damage is insured or not and **You** rectify any destruction or Damage as soon as reasonably practicable.





- b) **You** complete or arrange on **Your** behalf an internal inspection of the Building or any Unoccupied portion of a Building at least once each week and **You** retain a log of the inspection dates findings and remedial action undertaken following inspection.
- c) All trade refuse and waste materials are removed from the interior of the Building or any Unoccupied portion of a Building and no refuse or waste is allowed to accumulate in those areas of the Premises for which **You** are responsible.
- d) **You** secure the Building or any portion of a Building insured and put all locking and or protective devices and any fire or intruder alarm protection into effective operation and seal any letterboxes to prevent the accumulation of mail.
- e) All electricity gas and or water supplies are turned off at the mains with the exception of electricity needed to maintain any fire or intruder alarm system in operation. Any sprinkler system is to be drained and during the months of October to March inclusive the water system is drained.
- f) Any additional protections We may require **You** to complete within the time scale We state in an Endorsement issued in accordance with Policy Condition Subjectivity are implemented.



## Material Damage Section Exclusions

We will not indemnify **You** for:

- 1) Delay loss of market loss of use or subsequent or inevitable loss and or Damage of any kind unless specifically insured as an item under this Section.
- 2) Damage to any Property more specifically insured by **You** or on **Your** behalf.
- 3) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by a Specified Peril that is not otherwise excluded.
- 4) Damage to working dynamos motors wires main or electrical apparatus through short circuiting overrunning or excessive pressure.
- 5) Damage to motor vehicles or their contents more specifically insured.
- 6) Damage caused by the accidental or deliberate introduction of a Virus or other instruction information or code into any electronic equipment.
- 7) Damage:
  - 7.1) Which originated prior to the inception date of this Section.
  - 7.2) In respect of electrical appliances or installations caused by self ignition short circuiting overrunning or excessive pressure.
- 8) Damage attributable solely to change in the water table level.
- 9) Property damage to Property Insured due to pressure waves caused by aircraft and other aerial devices travelling at sonic and supersonic speeds.
- 10) The Excess amount stated in the Schedule.



## Loss of Rental Income Section

### Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated.

#### Annual Rent Receivable

Means the Rent Receivable during the 12 months immediately before the incident or for a New Business the proportionate equivalent for a period of 12 months of the Rent Receivable realised during the period between the date **You** commenced **Your Business** and the Incident.

#### Indemnity Period

Means the period commencing from the date of the Incident and ending no later than the Maximum Indemnity Period stated in the Schedule during which the results of the Business are affected in consequence of the Damage.

#### Maximum Indemnity Period

Means the number of months stated against each item detailed in the Schedule unless stated otherwise by Endorsement.

#### Rent Receivable

Means the money paid or payable to **You** for tenancies and other charges and for services rendered in the course of **Your Business** at the Premises.

#### Standard Rent Receivable

Means the Rent Receivable during the period in the 12 months immediately before the Incident which corresponds with the Indemnity Period or for a New Business the proportionate equivalent for a period equal to the Indemnity Period of the Rent Receivable realised during the period between the date **You** commenced **Your Business** and the date of the Incident.



## Loss of Rental Income Cover

Loss of Rent Receivable occurring in the Indemnity Period following an Incident at the Premises during the Period of Insurance caused by the operation of a Specified Peril insured under the Material Damage Section Provided that at the occurring of the Loss of Rent Receivable there shall be in force an insurance covering **Your** interest in the Property insured at the Premises against such Damage and that payment:

- 1) Shall have been made or liability admitted or
- 2) Would have been made or liability admitted but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

### Limit of Liability

Our liability under this Section shall not exceed the Sum Insured by each Item stated in the Schedule in respect of any one Period of Insurance or any Limit stated in any Extension and or Endorsement to this Section plus any payment due under the Section Extension Rent Review.

### Basis of Claims Settlement

The amount payable shall be the reduction in Rent Receivable during the Indemnity Period in consequence of the Incident Where under the terms of the lease or leases rent reviews would have taken place during the Indemnity Period the Basis of Claims Settlement shall take into account such rent reviews subject to Section Extension Rent Review.

### Rent Receivable

Means the insurance under this item is limited to:

- 1) Loss of Rent Receivable.
- and
- 2) Increased Cost of Working.

And the amount payable as Indemnity thereunder shall be:

- a) For 1) the amount by which the Rent Receivable during the Indemnity Period shall fall short of the Standard Rent Receivable in consequence of the Incident.
- b) For 2) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which but for the expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of the reduction in Rent Receivable thereby avoided less any sum saved during the Indemnity Period in respect of such of the expenses and charges of **Your Business** payable out of Rent Receivable as may cease or be reduced in consequence of the Incident provided that if the Sum Insured by the item on Rent Receivable be less than the Annual Rent Receivable or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months the amount payable shall be proportionately reduced.



## Loss of Rental Income Extensions

The terms Conditions and Exclusions of this Policy and or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies.

### Advance Rent

Where Rent Receivable is insured in respect of new property developments **You** must show that but for the Incident Rent Receivable would have been earned and will be required to support a claim for loss of Rent Receivable by submitting evidence detailing:

- 1) Actual negotiations with prospective tenants both before and after the Incident.
- 2) Demand for similar accommodation in the locality.
- 3) General levels of rents applying in the area.

This Extension provides insurance for the fees of a professional valuer acceptable to both **You** and Us if We opt to seek their advice.

### Alternative Accommodation

If during the Indemnity Period any residential unit cannot be lived in as a consequence of Damage at **Your Premises** the Insurance by this Section extends to include:

- 1) The cost of reasonable and necessary alternative accommodation for which **You** are responsible including ground rent or management charges.
- 2) The cost of reasonable and alternative accommodation for domestic pets when such pets are not permitted in any alternative accommodation.
- 3) The cost of temporary storage of **your** contents of contents of common parts.

Our maximum liability for claims at any one Premises for this extension will not exceed 20 per cent of the item sum insured for Buildings.

### Alternative Premises

When during the Indemnity Period accommodation or services are provided elsewhere than at **Your Premises** for the benefit of **Your Business** either by **You** or others on **Your** behalf money paid or payable in respect of such accommodation or services will be taken into account in arriving at a rent receivable amount during the Indemnity Period.



### Automatic Reinstatement

In the absence of written notice from Us to **You** to the contrary the Sum Insured by this Section will not be reduced by the amount of the agreed claim settlement and in return **You** undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof.

### Boiler Explosion Cover

This extension provides insurance for interruption of or interference with **Your Business** caused by Damage resulting from the explosion of any boiler or economiser at the premises belonging to **you** or under **your** control.

### Bomb Scare or Unlawful Occupation

This Extension provides insurance for interruption of or interference with **Your Business** caused by

- 1) The suspected or actual presence of an incendiary or explosive device on or in the vicinity of the Premises.
- 2) Occupation of the Premises or other property in the vicinity by members of a terrorist or criminal organisation or other unlawful occupants but this Extension does not include any.
- 3) Incident where interruption or interference is less than 48 hours duration.
- 4) Any period other than the actual period of prevention or hindrance of access to the Premises.
- 5) Eviction costs.
- 6) Any Incident in Northern Ireland.

This Extension only applies during the period beginning with the interruption of or interference and ends not later than three months after that date during which time the subsequent results of **Your Business** are affected as a consequence of the interruption or interference.

Our maximum liability under this Extension shall not exceed £100,000 any one occurrence.

### Buildings Awaiting Sale

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

- 1) During the period prior to the date upon which but for the Incident the Premises would have been sold the loss of Rent Receivable being the actual amount of the reduction in Rent Receivable solely in consequence of the Incident.
- 2) During the period commencing with the date upon which but for the Incident the Premises 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:



- a) 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 **Your Business**.
  - b) The investment interest lost to **You** on any balance of the sale proceeds (after deduction of any capital borrowed as provided under 2) a) above less any amount receivable in respect of Rent Receivable.
- 3) The additional expenditure being:
- a) The expenditure necessarily and reasonably incurred in consequence of the Incident solely to avoid or minimise the loss payable under 2) a) and b) above but not exceeding the amount of loss avoided by such expenditure.
  - b) The additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the Incident but not exceeding either an amount equivalent to the expenditure incurred immediately prior to the Incident or £50,000 whichever is the less.

### Denial of Access

This Extension provides insurance for loss of Rent Receivable following interruption or interference to **Your Business** in consequence of an Incident as insured by this Section occasioned by Damage to Property in the vicinity of the Premises which prevents or hinders the use or access to the Premises whether the Premises or **Your Property** suffers Damage or not but excluding Damage to Property of any supply undertaking from which **You** obtain gas electricity or water which prevents or hinders the supply such services to the Premises stated in the Schedule as Denial of Access.

### Infectious Diseases

This Extension provides insurance for loss of Rent Receivable following interruption or interference to **Your Business** in consequence of closure of the Premises on the instruction of a public or competent authority as a result of:

- 1) The occurrence of any of the following specified human infectious or human contagious diseases suffered by any person at the Premises:
  - i Acute Encephalitis.
  - ii Acute Poliomyelitis.
  - iii Anthrax.
  - iv Chicken Pox.
  - v Cholera.
  - vi Diphtheria.
  - vii Dysentery.
  - viii Legionellosis.
  - ix Legionnaires Disease.
  - x Leprosy.
  - xi Leptospirosis.
  - xii Malaria.
  - xiii Measles.



- xiv Meningococcal Infection.
- xv Mumps.
- xvi Ophthalmia Neonatorum.
- xvii Paratyphoid fever.
- xviii Plague (bubonic, pneumonic, septicaemic).
- xix Rabies.
- xx Rubella.
- xxi Scarlet Fever.
- xxii Smallpox.
- xxiii Tetanus.
- xxiv Tuberculosis.
- xxv Typhoid Fever.
- xxvi Viral Hepatitis.
- xxvii Whooping Cough.
- xxviii Yellow Fever.

2) Murder or suicide occurring at the Premises injury or illness sustained by any visitor arising from or traceable to foreign or injurious matter in food or drink provided on the Premises.

3) Defects in the drains or other sanitary arrangements at the Premises or the Premises becoming infested with vermin or pests.

1) to 3) are stated in the Schedule as Infectious Diseases For the purpose of this Extension Indemnity Period means the period during which the results of **Your Business** are affected in consequence of the outbreak or Event beginning with the date when restrictions on the Premises are imposed and ending not later than the Maximum Indemnity Period.

### Legionella

This Extension includes interruption of or interference with **Your Business** following an outbreak of legionellosis at the Premises causing restrictions on the use of the Premises on the order or advice of the competent authority.

This Extension only applies during the period beginning with the interruption of or interference and ends not later than three months after that date during which time the subsequent results of **Your Business** are affected as a consequence of the interruption or interference.

Our maximum liability under this Extension is up to £100,000 any one Period of Insurance.

The Extension Automatic Reinstatement does not apply to this Section Extension.





### Loss of Attraction

This Extension includes interruption of or interference with **Your Business** following Damage to Property in the vicinity of the Premises which shall deter potential tenants whether **Your Premises** or Property therein suffers Damage or not Our maximum liability under this Extension is up to £50,000 or the Item Sum Insured for any one Premises whichever is the less and £250,000 during any one Period of Insurance.

### Managing Agents Premises

This Extension provides insurance for loss of Rent Receivable following interruption or interference to **Your Business** in consequence of an Incident as Insured by this Section occasioned by Damage to the Premises used for the purposes of their Business of **Your** managing agents within the Territorial Limits.

### Mitigation of Rent

Where a tenants accommodation is declared unfit to live in or access is denied by Us in consequence of an Incident insured and alternative accommodation is made available from **Your Property** portfolio insured with Us at the same Rent Receivable as that formerly payable by the tenant prior to the Incident then We will pay to **You** the difference between the Rent Receivable payable by the tenant and the amount that would otherwise be payable as Rent Receivable for the use of the alternative accommodation if this is a greater amount.

Our maximum liability is up to £10,000 for any one claim and £25,000 during any one Period of Insurance.

### Payments on Account

Payments on account will with Our consent be made to **You** during the Indemnity Period.

### Professional Accountants and Legal Fees

This Extension provides insurance for reasonable fees payable to **Your**:

- 1) Professional accountants if at the time they are regularly acting on **Your** behalf to produce and or report any particulars details other proofs information and or evidence We may require investigating or verifying any claim from **Your** books of account or other Business books and or documents.
- 2) Lawyer for determining contractual rights under any rent cessor or insurance break clause contained within a lease.

But this Extension does not cover any fees relating to the preparation of any claim.

### Public Utilities

This Extension provides insurance for loss of Rent Receivable following interruption or interference to **Your Business** in consequence of an Incident as insured by this Section occasioned by accidental failure of



electricity gas telecommunications or water supply at the terminal ends of **Your** suppliers feed to the Premises but does not include accidental failure:

- 1) Of telecommunications where such failure is for a period of less than 24 hours or other supply authority where such failure is for a period of 1 hour.
- 2) Caused by the deliberate act of any supply authority or by the exercise by any such supply authority of its power to withhold or restrict supply due to drought or any other reason stated in the Schedule as Public Utilities.

### **Rent Free Period**

If at the date of the Incident any Premises are subject to a rent free period under the terms of the lease then the Indemnity Period stated in the Schedule will be adjusted by adding the unexpired portion of the rent free period to the number of months shown in the Schedule provided that our liability does not exceed the Sum Insured or any Limit of Liability stated in the Section whichever is the lower.

### **Rent Review**

Where Rent Receivable is subject to a review during the Period of Insurance the Item Sum Insured will be automatically increased up to a maximum of 200 per cent of the Sum Insured stated in the Schedule to this section to reflect the revised amount of Rent Receivable.

No additional premium will be charged under this Extension during the Period of Insurance provided that **You** prior to the Section renewal advise Us of the revised Rent Receivable Sum Insured for the ensuing Period of Insurance.

### **Unoccupied Building**

Where Rent Receivable is insured for any Unoccupied Building or any Unoccupied portion of a Building when an Incident occurs **You** must show that but for the Incident Rent Receivable would have been earned **You** will be required to support any claim for Rent.

Receivable by submitting reasonable evidence of the amount of Rent Receivable and the date from which it would have been earned including but not limited to:

- 1) Actual negotiations with prospective tenants both before and after the Incident.
- 2) Demand for similar occupancy in the locality.
- 3) The current general level of rent applying.

We retain the option to obtain the advice of a professional valuer in ascertaining indemnity under this Extension.



## Loss of Rental Income Conditions

### Claims (Action to be taken by You)

It is a condition precedent to liability that:

- 1) In the event of an Incident in consequence of which a claim is or may be made under this Section **You** will:
  - a) Notify Us as soon as is reasonably practicable.
  - b) Deliver to Us at your own expense within 7 days full details of any Incident caused by Specified Peril.
  - 5) Riot Civil Commotion Strikers Lockedout Workers or Specified Peril 6) Malicious Persons.
  - c) With due diligence carry out and permit to be taken any action which may be reasonably practicable to Minimise or check any interruption of or interference with the **Your Business** or to avoid or diminish the loss.
- 2) In the event of a claim being made under this Section **You** will at **Your** own expense:
  - a) As soon as is reasonably practicable deliver to Us in writing particulars of **Your** claim.
  - b) Together with details of all other insurances covering property used by **You** at the Premises for the purpose of the **Your Business** or any part of it or any resulting Business Interruption.
  - c) Deliver to Us such books of account and other Business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may be reasonably required by Us for the purpose of investigating or verifying the claim together with if requested provide a statutory declaration of the truth in respect of the claim and any relevant details.
- 3) Any Payments on account of the claim already made will be repaid to Us if this Condition is not complied with.

### Current Cost Accounting

For the purpose of Section Definitions any adjustment implemented in current cost accounting shall be disregarded.

### Value Added Tax

To the extent that **You** are accountable to H.M. Revenue and Customs for Value Added Tax all terms in this Section shall be exclusive of such tax.



## Liability Section

### Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper-case letter except where otherwise stated.

#### **Asbestos**

Means asbestos, asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos asbestos fibres or particles or any derivatives of asbestos.

#### **Bodily Injury**

Means physical or mental injury including death illness disease mental anguish or shock but not defamation.

#### **Damage**

Means physical loss destruction or damage.

#### **Excess**

Means the first amount payable by **You** or any other person entitled to indemnity of each and every claim in respect of Damage of or to Property before We shall be liable to make any payment.

If any payment made by Us includes the amount for which **You** or any party entitled to indemnity is responsible such amount shall be repaid to Us immediately.

The Excess does not form part of the Limit of Liability and is payable by **You** before the application of the Limit of Liability.

#### **Financial Loss**

Means financial loss not accompanied by or as a result of Bodily Injury or Property Damage.

#### **Legionella**

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



**Offshore Activity**

Means any work on or visit to an Offshore Installation from the time of embarkation onto a conveyance at the point of final departure to such Offshore Installation until the time of disembarkation from a conveyance onto land on return from such Offshore Installation.

**Offshore Installation**

Means any offshore installation rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk landing ramp bridge walkway accommodation or other connected structure which has been is or will be engaged in Production.

**Principal**

Means any person employer firm company ministry or authority for whom **You** carry out a contract for the performance of work.

**Product Supplied**

Means any product or thing (including containers packaging or labelling) sold supplied erected repaired altered treated installed processed manufactured tested serviced hired out stored transported or delivered by **You** in the course of **Your Business** in or from the Territorial Limits.

**Production**

Means the processes of prospecting for or extraction separation storage treatment or distribution of oil or gas.

**Terrorism**

Means any act including but not limited to the use of force or violence and or the threat thereof of any person or persons whether acting alone or on behalf of or in connection with any organisations or governments committed for political religious ideological or similar purposes and or to put the public or any section of the public in fear.



## Employers' Liability Section

### Section Cover

We will indemnify **You** against legal liability for damages in respect of Bodily Injury caused to an Employee during the Period of Insurance within the Territorial Limits arising out of and in the course of employment with **You** in connection with **Your Business**.

### Limit of Liability

Our Limit of Liability for damages costs and expenses payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule Provided that the amount of the above stated Limit of Liability shall not exceed £5,000,000 for Bodily Injury caused by Terrorism.

### Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies.

### Unsatisfied Court Judgments

Where a judgment for damages has been obtained by any Employee or the legal personal representatives of any Employee in respect of Bodily Injury caused to the Employee arising out of and in the course of employment with **You** in connection with **Your Business** and such judgment remains unsatisfied in whole or in part six months after the date of judgment then at **Your** request We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- 1) The judgment for damages has been obtained against any company or individual operating from or resident in Premises within the Territorial Limits in any court situated in the Territorial Limits.
- 2) There is no appeal outstanding.
- 3) If any payment is made by Us the Employee or their legal personal representatives shall assign the judgment to Us.
- 4) This Subsection is operative at the time that such Bodily Injury is caused and indemnity will only apply in respect of those damages that relate to Bodily Injury caused during the Period of Insurance.
- 5) Our liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule.



### Work Overseas

The indemnity provided shall extend to apply in respect of liability for Bodily Injury caused to any Employee whilst undertaking work on a temporary basis within any country outside of the Territorial Limits provided that:

- 1) Any such Employee is ordinarily resident within the Territorial Limits.
- 2) We shall not provide indemnity in respect of any amount payable under Workmen's Compensation Social Security or Health Insurance legislation.

### Employers' Liability Exclusions

We shall not provide indemnity against liability:

- 1) In respect of which compulsory insurance or security is required to be arranged by **You** under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order.
- 2) Caused by or arising from any Offshore Activity.



## Property Owners' Liability Section

### Section Cover

We will indemnify **You** against legal liability for damages in respect of accidental

- 1) Bodily Injury to any person.
- 2) Damage to Property.
- 3) Obstruction trespass nuisance or interference with any right of way air light or water or other easement.
- 4) wrongful arrest wrongful detention false imprisonment or malicious prosecution occurring during the Period of Insurance within the Territorial Limits in connection with **Your Business**.

### Limit of Liability

1) Our Limit of Liability for damages payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that:

1.1) The Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism.

1.2) In respect of any Event occurring within or claims brought under the laws of the United States of America or Canada or any other territory which operates under such laws the Limit of Liability applicable shall be the maximum amount payable including any costs and expenses for which an indemnity is provided.

2) Except as stated in 1.2) above and unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable.

### Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies.

#### Data Protection Act

We will within the terms of this Subsection indemnify **You** against liability for damages in respect of Damage arising out of any claim under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time) not otherwise insured hereunder and first made against **You** during the Period of Insurance provided that:

- 1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed £1,000,000 or the amount stated as the Limit of Indemnity in the Schedule to this Subsection.





2) **You** have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn.

3) We shall not provide indemnity:

3.1) For 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000.

3.2) Against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission.

3.3) For the costs of replacing reinstating rectifying or erasing any personal data.

3.4) Against liability caused by or arising from any incident or circumstances known to **You** at inception of this Extension which may give rise to a claim.

3.5) Against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person.

3.6) Against Contractual Liability.

3.7) Against liability in respect of Bodily Injury to any person or Damage to Property.

### Defective Premises Act

The indemnity provided by this Subsection shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Premises previously owned or occupied by **You** for purposes pertaining to **Your Business** and which have since been disposed of by **You** provided that We shall not provide indemnity against liability:

1) For which indemnity is provided by any other insurance.

2) For the costs of remedying any defect or alleged defect in such Premises.

### Financial Loss

The indemnity provided by this Subsection shall extend to apply in respect of legal liability for damages arising out of any claim which is first made in writing against **You** during the Period of Insurance and notified to Us during or within thirty days after the expiry of the same Period of Insurance and which is in respect of accidental Financial Loss incurred by a tenant of **Yours** if such loss is a direct result of **your** failure to provide any property or ancillary service in connection with **Your Business** provided that.

1) Our liability under this Extension for all damages costs and expenses arising out of all claims first made against **you** during any one period of insurance will not in the aggregate exceed the sum of £500,000.

2) **You** will be responsible under this Extension for the first 5 percent of all damages costs and expenses payable in respect of each and every claim made against **You** subject to **your** being responsible for a minimum amount of £1,000.

3) Under this Extension we will not provide indemnity against:

3.1) Liability for financial loss resulting from:

a) Bodily Injury to any person.

b) Damage to Property.



- 3.2) Obstruction trespass nuisance or interference with any right of way air light or water or other easement.
  - 3.3) Wrongful arrest wrongful detention false imprisonment or malicious prosecution.
  - 3.4) Liability for liquidated damages fines penalties or payments due under any statutory regulation or byelaw.
  - 3.5) Contractual Liability regardless of whether the sole conduct and control of claims is vested with Us.
  - 3.6) Liability caused by or arising from any circumstances known to **You** at inception of this Extension which may give rise to a claim for Financial Loss.
  - 3.7) Liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the actual alleged or suspected presence or release of Asbestos or exposure to or inhalation of Asbestos.
  - 3.8) Liability in respect of diminution of the value of any Property.
- 4) If during the Period of Insurance **You** become aware of any circumstance which may give rise to liability under this Extension and shall during or within thirty days after the expiry of the same period of insurance give notice thereof to Us any claim which may subsequently be made against **You** arising out of such circumstance shall be deemed to have been made during that same Period of Insurance.

#### Leased or Rented Premises

Subsection Exclusion 5.2) shall not apply to liability for Damage to Premises including their fixtures and fittings leased or rented to **You** provided that We shall not provide indemnity against:

- 1) Contractual Liability.
- 2) The first £500 of each and every Event of Damage to Premises caused other than by fire or explosion.

#### Legionella

The indemnity provided by this Subsection shall extend to apply in respect of legal liability for damages arising out of any claim which is first made in writing against **You** during the Period of Insurance and notified to Us during or within thirty days after the expiry of the same Period of Insurance resulting from Legionella provided that:

- 1) Our liability under this Extension for all damages costs and expenses arising out of all claims first made against **You** during any one Period of Insurance shall not in the aggregate exceed the sum of £1,000,000.
  - 2) Our liability does not include an incidence of Legionella caused by or arising from any circumstances known to **You** at inception of this Extension which may give rise to a claim.
  - 3) If during the Period of Insurance **You** become aware of any circumstance which may give rise to liability under this Extension and shall during or within thirty days after the expiry of the same Period of Insurance give notice thereof to Us any claim which may subsequently be made against **You** arising out of such circumstance shall be deemed to have been made during that same Period of Insurance.
  - 4) All claims arising out of the same isolated repeated or continuing incidence of Legionella shall be deemed to be made in the Period of Insurance when:
    - a) The first claim was made in writing against **You** and notified to Us:
- or



b) The first notification of any circumstance was first made to Us and when in respect of such an incidence of Legionella there is both a first claim and first notification as referred to in paragraphs a) and b) above which happen in different Periods of Insurance all claims shall be deemed to be made in the earlier of those Periods of Insurance.

5) Section Exclusion 1.2) shall not apply for the purpose of the indemnity granted by this Extension.

### Motor Contingent Liability

Notwithstanding Subsection Exclusions 2.3) We will indemnify **You** and no other person for the purpose of this Extension against legal liability for damages in respect of Bodily Injury or Damage to Property caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by **You** being used in the course of **Your Business** provided that We shall not provide indemnity against liability:

- 1) In respect of Damage to any such vehicle or trailer or Property conveyed therein or thereon.
- 2) For which indemnity is provided by any other insurance.
- 3) Caused or arising whilst such vehicle or trailer is:
  - 3.1) Engaged in racing pace-making reliability trials or speed testing.
  - 3.2) Being driven by **You**.
  - 3.3) Being driven with **Your** general consent or **Your** representative by any person who to **Your** knowledge or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
  - 3.4) Used elsewhere other than within the Territorial Limits.

### Motor Vehicles

Subsection Exclusion 2.3) shall not apply to liability caused by or arising from:

- 1) The use of plant as a tool of trade at **Your Premises** or on any site at which **You** are working.
- 2) The loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle.
- 3) Damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load Provided that We shall not provide indemnity against liability:
  - a) In respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.
  - b) For which indemnity is provided by any other insurance.

### Movement of Obstructing Vehicles

Subsection Exclusions 2.3) shall not apply to liability caused by or arising from any vehicle which is not owned by or hired by or lent to **You** being driven by **You** or by any Employee with **Your** permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians provided that:

- 1) Movements are limited to vehicles parked on or obstructing **Your Premises** or any site at which **You** are working.



- 2) The vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle.
- 3) The vehicle causing obstruction is driven by use of the owner's ignition key.
- 4) We shall not provide indemnity against liability:
  - 4.1) In respect of Damage to such vehicle.
  - 4.2) In respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

### Overseas Personal Liability

We will indemnify **You** or at **Your** request:

- 1) Any director partner or Employee of **Your Business**.
- 2) Any spouse or child of **Yours** or any persons stated who are accompanying such persons against liability incurred by such persons in a personal capacity in a country outside of the Territorial Limits whilst on a temporary visit to such country in connection with **Your Business** provided that:
  - 1) Any person entitled to indemnity under this Extension shall as though they were **You** be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply.
  - 2) Nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified.
- 3) We shall not provide indemnity against:
  - 3.1) Contractual Liability.
  - 3.2) Liability for which indemnity is provided by any other insurance.
  - 3.3) Liability in respect of Damage to Property belonging to or in the custody of or under the control of any person entitled to indemnity under this Extension.
  - 3.4) Liability in respect of Bodily Injury to any person entitled to indemnity under this Extension.
- 4) Liability caused by or arising from:
  - 4.1) The ownership or occupation of land or buildings.
  - 4.2) The carrying on of any business profession trade or employment.
  - 4.3) The ownership possession or use of animals other than horses or domestic dogs or cats.

### Pollution or Contamination Clean Up Costs

These definitions apply to this Extension wherever these words or phrases appear with an upper case letter.

### Environmental Legislation

Means any legislation for the protection of the environment or control of Pollution or Contamination.



**Pollution or Contamination**

Means all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures).

**Remediation**

Means works or operations to treat remove or dispose of Pollution or Contamination but excludes works or operations to:

- 1) Reintroduce or restore flora or fauna.
- 2) Restore natural habitats or species protected under Environmental Legislation.

We will also indemnify **You** in respect of Pollution or Contamination occurring within the Territorial Limits caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance and We will also indemnify **You** against:

- 1) The costs of any Remediation legally required or ordered by any statutory authority or regulator acting in accordance with the terms of any Environmental Legislation to be conducted by **You** and
- 2) Liability for the costs of any Remediation conducted by any statutory authority or regulator and legally sought from **You** by that statutory authority or regulator in accordance with the terms of any Environmental Legislation provided that:

2.1) All Pollution or Contamination which arises out of one Event shall be deemed to have occurred at the time such Event takes place.

2.2) Under this Extension We shall indemnify **You** only to the extent that the Remediation to which the indemnified costs relate is the minimum necessarily conducted under the provisions of Environmental Legislation.

2.3) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation arising out of Pollution or Contamination:

- a) Occurring outside the Territorial Limits.
- b) Consisting of any radioactive substances or Asbestos.
- c) Caused by any Product Supplied.
- d) Caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road) marine vessel or aircraft.
- e) Arising out of genetically modified organisms.

2.4) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation carried out on or in order to protect any Property belonging to or in **Your** custody or under the control other than premises leased rented hired and not belonging to **You** but temporarily occupied by **You** for the purpose of maintenance alteration extension installation or repair.

2.5) Our liability under this Extension for costs payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not in the aggregate exceed £ 100,000 and the total amount payable:

- a) Under this Extension and



b) Otherwise under this Subsection for all damages in respect of Pollution or Contamination as defined in Policy Definitions which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate during any one Period of Insurance the amount stated as the Limit of Indemnity for this Subsection in the Schedule.

2.6) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation to the extent they relate to:

- a) Any measures to prevent the spread of any Pollution or Contamination or the removal of an immediate threat of Pollution or Contamination.
- b) The removal or disposal of any waste deposited by **You** or on **Your** behalf.
- c) Any amounts payable by way of compensation to third parties affected by such Pollution or Contamination.
- d) Any amounts payable by way of fines or penalties.
- e) Any costs and expenses incurred by **You** or prosecution costs and expenses awarded against **You** in connection with any criminal proceedings arising out of the Pollution or Contamination.
- f) Any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to Event that caused the Pollution or Contamination.

### **Work Overseas**

The indemnity provided shall extend to apply in respect of liability caused by or arising from:

1) Work being undertaken on a temporary basis by any person within any country outside of the Territorial Limits which is a member of the European Union.

2) Non-manual work being undertaken on a temporary basis within any country which is not a member of the European Union by:

2.1) Any Employee where such work is within the United States of America or Canada.

2.2) Any person where such work is elsewhere than within the United States of America or Canada provided that any such person or Employee is ordinarily resident within the Territorial Limits.



## Property Owners' Liability Exclusions

We shall not provide indemnity against liability:

- 1) In respect of Bodily Injury to any Employee arising out of and in the course of employment by **You** in connection with **Your Business**.
- 2) Caused by or arising from the ownership or possession or use by **You** or on **Your** behalf of any:
  - 2.1) Aircraft or aerospace device or hovercraft.
  - 2.2) Watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length.
  - 2.3) Mechanically propelled vehicle:
    - a) For which compulsory insurance or security is required under any legislation governing the use of the vehicle.
    - b) Where indemnity is provided by any other insurance.
- 3) Caused by or arising from any Product Supplied after it has ceased to be in **Your** custody or under **Your** or any Employees control other than food or drink for consumption on **Your Premises**.
- 4) Contractual Liability unless the sole conduct and control of claims is vested in Us but We will not in any Event provide indemnity in respect of liquidated damages or liability under any penalty clause or Damage to Property which comprises contract works executed.
- 5) In respect of Damage to Property 5.1) belonging to **You**:
  - 5.2) In **Your** or any Employees custody or under their control other than personal effects including vehicles and their contents of any visitor director partner and or Employee of **Yours**
  - 5.3) Being that part of any Property on which **You** or any Employee or agent of **Yours** is or has been working where Damage arises out of such work
- 6) For the Excess amount stated in the Schedule to this Subsection other than in respect of Damage to Premises including their fixtures and fittings leased rented or hired to **You**.



## Property Owners' Liability Extensions

The terms Conditions and Exclusions of this Policy apply to these Section Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies.

### Claimants' Costs and Expenses

We will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity applies.

### Costs of Court Attendance

If any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which **You** are entitled to indemnity under this Section We will reimburse **You** at the following rates per day for each day on which attendance is required:

- 1) Any director or partner of the Insured £500.
- 2) Any Employee £250.

### Cross Liabilities

If the Insured comprises of more than one party We will under the Property Owners' Liability Subsections provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified.

### Defence Costs and Expenses

We will provide indemnity in respect of all:

- 1) Costs incurred with Our written consent of legal representation at any:
  - 1.1) Coroner's inquest or other inquiry in respect of any death.
  - 1.2) Proceedings in any court in respect of any act or omission causing or relating to any Event.
- 2) Other costs and expenses incurred with Our written consent in relation to any matter.

### Health and Safety at Work Act

We will provide indemnity to **You** and at **Your** request any director partner or Employee of **Yours** in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of the Health & Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that:





- 1) The proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of **Your** Business.
- 2) We shall not provide indemnity in respect of 2.1) fines or penalties of any kind:
  - 1.2) Any circumstances for which indemnity is provided by any other insurance.
  - 1.3) Proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such an act or omission.
  - 1.4) Proceedings which arise out of any activity or risk excluded from this Policy.
  - 1.5) Proceedings which relate to the health safety or welfare of any Employee unless the Employers Liability Subsection is operative at the time when the offence was committed.
  - 1.6) Proceedings which relate other than to the health safety or welfare of any Employee unless the Property Owners' Liability Subsection is operative at the time when the offence was committed.
- 3) The director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply.

### Indemnity to Other Persons

We will also provide indemnity as if a separate Policy had been issued:

- 1) To the legal personal representatives of **Yours** or any other person entitled to indemnity under this Policy but only in respect of liability incurred by **You** or such other person.
- 2) To any Principal but only to the extent required by the contract for work and not any Principal who is located within the United States of America or Canada.
- 3) To any owner of plant hired to **You** but only to the extent required by the conditions of the contract of hire not any such owner who is located within the United States of America or Canada.
- 4) At **Your** request to:
  - 4.1) Any officer or member of **Your** catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **Your Employees** and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided.
  - 4.2) Any director or partner or Employee of **Yours** while acting in connection with **Your Business** in respect of liability for which **You** would be entitled to indemnity under this Policy if the claim for which indemnity is being sought had been made against **You** provided that:
    - a) Any persons specified above shall as though they were **You** be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply.
    - b) Nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified.

### Manslaughter and Corporate Manslaughter Defence Costs

We will provide indemnity to **You** and at **Your** request any director partner or Employee of **Yours** in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought in connection with an allegation (whether under common law or statute) of manslaughter corporate



manslaughter or corporate homicide including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that:

- 1) The proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of **Your Business**.
- 2) Our liability under this Extension for all costs and expenses shall not exceed £5,000,000 in the aggregate during any one Period of Insurance.
- 3) All amounts payable under this Extension will form part of and are not payable in addition to the Limit of Liability.
- 4) We agree details of the specific solicitor or counsel who are to act on behalf of each party to be defended prior to their appointment.
- 5) We shall not provide indemnity in respect of:
  - 5.1) Fines or penalties of any kind or the cost of implementing any remedial order or publicity order.
  - 5.2) Costs and expenses in connection with an appeal unless the solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **You** or any other person entitled to indemnity at all times throughout the appeal process it being understood and agreed that any change to such prospect of success during the appeals process may result in indemnity being removed.
  - 5.3) Costs and expenses for which indemnity is provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance.
  - 5.4) Proceedings:
    - a) Brought within any country outside of the Territorial Limits.
    - b) Consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission.
    - c) Which arise out of any activity or risk excluded by this Policy.
    - d) Which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of **Your Business**.
- 6) The director or partner or Employee shall as though they were **You** be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply.



## Property Owners' Liability Conditions

### Avoidance of Certain Terms and Rights of Recovery

The indemnity provided under the Employers' Liability Subsection is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees within the Territorial Limits or Offshore Installations within the continental shelf around those countries may require but **You** shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

### Claims (Contribution)

If at the time of any Event to which this Section applies there is or but for the existence of this Section there would be any other insurance covering the same Damage or liability We shall not be liable under this Section except in respect of any Excess beyond the amount which would be payable under such other insurance had this Section not been effected.

### Claims (Discharge of Liability)

We may at any time at Our sole discretion

1) Under Employers Liability Subsection pay to **You** the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against **You** can be settled and We shall not be under any further liability in respect of such claim or claims.

2) Under the Property Owners' Liability Subsection pay to **You** the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and We shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which We may be responsible incurred prior to such payment provided that in the event of a claim or series of claims resulting in **Your** liability to pay a sum in excess of the Limit of Liability applicable Our liability under the Property Owners' Liability Subsection for costs and expenses shall not exceed an amount being in the same proportion as Our payment to **You** bears to the total payment made by or on behalf of **You** in settlement of the claim or claims.



## Property Owners' Liability Exclusions

We shall not provide indemnity:

1) Under the Property Owners' Liability Subsection against liability in respect of Pollution or Contamination occurring:

1.1) Within the United States of America or Canada.

1.2) Elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance provided that.

In respect of any liability for which indemnity is not excluded under Exclusion 1. 2) above:

a) All Pollution or Contamination which arises out of one Incident shall be deemed to have occurred at the time such Incident takes place.

b) The liability for all damages under the Property Owners' Liability Subsection payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity for the Property Owners' Liability Subsection.

2) Under the Property Owners' Liability Subsection against liability caused by or arising from advice design or specification **You** provided for a fee.

3) Under the Property Owners' Liability Subsection against liability:

3.1) In respect of mental injury mental anguish or shock or fear of suffering death Bodily Injury illness or Disease arising out of the actual alleged or suspected presence or release of Asbestos or exposure to or inhalation of Asbestos.

3.2) For the costs of management including those of any persons under any statutory duty to manage removal mitigation remediation repair alteration recall rectification replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos.

4) Against liability for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

