



# Asset II

All Risks Policy Wording

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**LOCKTON**<sup>®</sup>

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## Customer Service

The Asset Policy we have arranged for you has been placed with insurers who have confirmed their commitment to customer care

We monitor your insurers performance on your behalf to ensure they meet their aim to provide a trouble free service for you

Lockton Companies LLP is authorised and regulated by the Financial Conduct Authority.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on 0800 111 6768.

If the cover does not meet your requirements, please return all documents and certificates to Lockton within 14 days of receipt. We will return the proportionate part of the premium paid in respect of the unexpired term of the Policy provided that there have been:

- no claims made under the Policy for which a payment has been made
- no claims made under the Policy which are still under consideration
- no incidents likely to give rise to a claim but yet to be reported

If you wish to terminate the contract at any other time, please contact Lockton. Any return of premium will be at the discretion of the Insurer(s).

## Complaints

If you have any cause for enquiry or complaint please contact us first by writing to a Director of our division:

Real Estate & Construction  
Lockton Companies LLP  
The St Botolph Building  
138 Houndsditch  
London  
EC3A 7AG

We would hope to resolve the matter for you but if you wish you may write to the Managing Director of the Insurer(s) at the address stated in the Schedule of Insurers

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone: 0845 080 1800

The FOS is an independent body which arbitrates on complaints about general insurance products. It will only consider

complaints if:

- we have provided you with written confirmation that our internal complaints procedure has been exhausted
- your business has a turnover of less than £1,000,000.

## The Financial Services Compensation Scheme

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised\* financial services provider goes bust.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

[www.fscs.org.uk](http://www.fscs.org.uk)

or write to:

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

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 892 7301

Email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

\* The FSCS can only pay compensation for customers of financial services firms authorised by the FCA.

## Employers' Liability Tracing Office

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in the following way and for the following purposes

1. Certain information relating to your insurance policy including, without limitation
  - a. the policy number(s)
  - b. employers' names and addresses (including subsidiaries and any relevant changes of name)
  - c. dates of cover
  - d. employers' reference numbers provided by Her Majesty's Revenue and Customs; and
  - e. Companies House reference numbers (if relevant)
  - f. will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database (database).

2. This information will be made available by us to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis
3. The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (claimants)
  - a. to identify which insurer (or insurers) provided employers' liability cover during the claimants' relevant periods of employment; and
  - b. to identify the relevant employers' liability insurance policies.
4. The database will be managed by ELTO
5. The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law

## Introduction

**Please read this Policy (and the Schedule which forms part of the Policy) to ensure that it meets your requirements and advise us immediately if there are any errors or omissions**

The Insured having applied to the Insurer(s) for this insurance shall pay the Premium and the Insurer(s) hereby undertakes and agrees to indemnify the Insured in accordance with the terms definitions cover extensions provisions exclusions and conditions contained herein or endorsed or otherwise expressed herein in respect of any occurrence of loss damage or liability during the Period of Insurance

The Insurer(s) obligations under this contract of insurance are several and not joint and are limited solely to the extent of their individual proportion The Insurer(s) are not responsible for the proportion of any other Insurer(s) who for any reason does not satisfy all or part of its obligations

The liability of the Insurer(s) shall in no case exceed the amount of any Sum Insured or Limit stated in the Schedule or elsewhere in the Policy

The Schedule and Endorsements and Certificates of Insurance form one document with this Policy

This policy shall be governed by English Law and English Courts (or Scottish Law and Scottish Courts when the PREMISES as insured are located in Scotland) and such Courts shall have exclusive jurisdiction in any dispute arising under this policy.

## The Insurer(s) Liability

If the Insured described in the Schedule comprises more than one insured party each operating as a separate and distinct entity then cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each Insured party

Provided that the total liability of the Insurer(s) to all of the Insured parties collectively shall not exceed the Sums Insured and Limits of Indemnity including any inner limits set up by memorandum or endorsement stated in the Policy

It is understood and agreed that any payment or payments by the Insurer(s) to any one or more such insured parties shall reduce to the extent of that payment the Insurer(s) liability to all such parties arising from one event giving rise to a claim under this Policy

## Policy Index

In order to assist you to find areas in the policy you may wish to refer to please find below an index relating to aspects of the cover:

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\* Please refer to Policy Schedule and endorsements attached to it

## Definitions

Wherever the following words appear in the Policy in CAPITAL letters they will have the same special meaning as set out below

### BUILDINGS

The BUILDINGS at the PREMISES including

- i. landlords fixtures and fittings whether internal or external (including fixed glass and fitted carpets)
- ii. outbuildings extensions annexes fixed storage tanks septic tanks gangways conveniences yards forecourts car parks driveways roads service areas pedestrian ways malls and pedestrian access bridges pavements lamp posts and street furniture swimming pools and tennis courts
- iii. contents of common parts including furniture furnishings carpets decorations potted plants tree shrubs aerials and satellite apparatus video audio and building management and security systems and equipment including closed circuit televisions and seasonal items introduced to shopping centres
- iv. walls gates fences hedges
- v. telephone gas water and electric installations piping ducting cables and wires including those laid underground and associated control gear and accessories on the PREMISES and extending to the public mains and for which the Insured is responsible
- vi. trees shrubs plants turf ponds lakes fountains landscaping garden furniture and ornaments and gardening equipment
- vii. fixtures and fittings including fitted carpets formerly the PROPERTY of TENANTS whether internal or external surrendered to the Insured

belonging to or for which the Insured is responsible and other similar PROPERTY

### BUSINESS

The BUSINESS of the Insured shown in the Schedule and conducted solely from premises within the TERRITORIAL LIMITS including

- i. the provision and management of catering social sports and welfare organisations for EMPLOYEES
- ii. the maintenance of the BUILDINGS and the plant and equipment at the PREMISES
- iii. the occupation and or use of the PREMISES by the Insured and/or the Managing Agent
- iv. the supply of products for use in connection with the maintenance of the PREMISES
- v. the provision of services to TENANTS
- vi. private work undertaken with the Insureds consent by an EMPLOYEE for any director partner or EMPLOYEE of the Insured
- vii. the Insureds fire security first aid and ambulance services
- viii. the Insureds sponsorship of events or involvement in galas carnivals fetes corporate hospitality or exhibitions happening at the PREMISES

but in respect of Section 4 shall not include any work undertaken OFFSHORE

### CERTIFICATE OF INSURANCE

A document issued by LREAC on behalf of the Insurer(s) providing a summary of the cover in force

### CONTRACT WORKS

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

### DAMAGE

Loss destruction or damage

### DAY ONE RENTAL VALUE

i. the actual annual RENT at the commencement of the PERIOD OF INSURANCE	in each case the amount to be proportionately increased where the INDEMNITY PERIOD exceeds one year
or if the BUILDINGS are untenanted at that date -	
ii. the actual annual RENT at which the BUILDINGS were subsequently let (or the estimated annual RENT at which they are expected to be let)	
or if the BUILDINGS are subject to a rent free period concession at that date	
iii. the actual annual RENT that applies from the date immediately after the rent free period ceases	

### DECLARED VALUE

The Insured's assessment of the cost of reinstatement including professional fees the cost of removing debris and the cost of complying with European Union legislation Act of Parliament or with Bye-laws of any Public Authority at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently)

### EMPLOYEE

Any individual who is

- i. a director or partner of the Insured
- ii. employed by the Insured under a contract of service or apprenticeship
- iii. an officer member or EMPLOYEE of the Insured's catering social sports or welfare organisations or first aid fire security or ambulance services
- iv. labour masters or persons supplied by them
- v. employed by labour only subcontractors
- vi. a self employed person
- vii. a driver and/or operator of plant hired to the Insured
- viii. hired or borrowed by the Insured
- ix. a voluntary worker
- x. gaining work experience
- xi. a prospective employee who is undergoing practical work experience while being assessed by the Insured as to his or her suitability for employment while under the direct control and supervision of the Insured in connection with the BUSINESS

## **EVENT**

Any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

## **EXCESS**

The Insureds retained liability which will be deducted from any payment under this Policy as ascertained after the application of all the terms definitions cover extensions provisions exclusions and conditions contained herein or endorsed or otherwise expressed herein

Provided that DAMAGE to BUILDINGS arising during any one period of 72 consecutive hours caused by Earthquake Storm or Flood shall be deemed as a single EVENT and the commencement of any 72 hour period shall be decided at the discretion of the Insured it being understood that there shall be no overlapping in any two or more such 72 hour periods in the event of DAMAGE occurring over a more extended period of time

## **GEOGRAPHICAL LIMITS**

- i. The TERRITORIAL LIMITS
- ii. Elsewhere in the world in respect of any act or omission occurring within the TERRITORIAL LIMITS
- iii. Elsewhere in the world in respect of non manual work undertaken by the Insured or any director partner or EMPLOYEE of the Insured provided such persons are ordinarily resident in the TERRITORIAL LIMITS

## **HEAVE**

Upward movement of the ground beneath the BUILDINGS as a result of the soil expanding

## **INDEMNITY PERIOD**

The period beginning with the occurrence of the DAMAGE and ending not later than the maximum number of months thereafter stated in the CERTIFICATE OF INSURANCE during which the results of the BUSINESS shall be affected in consequence of the DAMAGE

## **INJURY**

Bodily injury including but not limited to illness death disease mental injury mental anguish shock and/or invasion of the right of privacy

## **LANDSLIP**

Downward movement of sloping ground

## **LREAC**

Real Estate & Construction being a division of Lockton Companies LLP

## **OFFSHORE**

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

## **PERILS**

Fire lightning explosion earthquake subterranean fire aircraft or

other devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons theft or attempted theft storm flood escape of water or oil from any tank apparatus or pipe accidental escape from any automatic sprinkler installation impact by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal SUBSIDENCE GROUND HEAVE or LANDSLIP

## **PREMISES**

The PREMISES insured shown in the Schedule owned rented leased used or borrowed by the Insured for the purposes of the BUSINESS

## **PRINCIPAL**

Any party (other than any director or partner of the Insured or EMPLOYEE) on whose behalf the Insured undertakes work or provides services in connection with the BUSINESS

## **PROPERTY**

Material Property

## **RENT**

The money paid or payable to or by the Insured for tenancies and other charges and for services rendered in the course of the BUSINESS at the PREMISES

## **SETTLEMENT**

Downward movement as a result of the soil being compressed by the weight of the BUILDINGS

## **SUBSIDENCE**

Downward movement of the ground beneath the BUILDINGS other than by SETTLEMENT

## **TENANT**

Any company organisation or person who is the owner occupier lessor licensee or lessee of whatsoever status of any PREMISES and in respect of private dwellings or flats any member of the family or servants permanently living with them at the BUILDINGS

## **TERRITORIAL LIMITS**

Great Britain Northern Ireland the Isle of Man and the Channel Islands

## **TOTAL DAY ONE RENTAL VALUE**

The sum of all the DAY ONE RENTAL VALUES for all BUILDINGS insured

## **TOTAL DECLARED VALUE**

The sum of all DECLARED VALUES for all BUILDINGS insured

## **UNAUTHORISED PERSONS**

Persons taking possession keeping possession or occupying the PREMISES without the Insureds or their Managing Agents authority

## **UNOCCUPIED**

Unfurnished untenanted or no longer in active use

# Section 1 - Property Damage

## The Cover

If any BUILDINGS suffer DAMAGE by any causes not excluded the Insurer(s) will pay to the Insured the amount of loss in accordance with the provisions of the insurance

Provided that the Insurer(s) liability in any one Period of Insurance shall not exceed in respect of each item on BUILDINGS the Sum Insured and any other stated Limit of Liability

## Causes Excluded

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

### DAMAGE

1. arising from nationalisation confiscation requisition seizure or destruction by order of the government or any public authority
2. arising from cessation of work

Explosion DAMAGE caused by the bursting of any boiler economiser superheater pressure vessel including any range of steam and feed piping in connection therewith or other plant in which internal pressure is due to steam only belonging to the Insured

But this shall not exclude DAMAGE caused by explosion of

- any boiler
- gas

used for domestic purposes only in respect of Section 2 Rent only of any boilers or economisers on the PREMISES

### Storm or Flood DAMAGE

1. attributable solely to change in the water table level
2. caused by frost
3. to fences and gates unless caused by falling trees or there is DAMAGE to structural parts of the BUILDINGS at the same time
4. to trees plants shrubs and turf unless there is DAMAGE to the BUILDINGS at the same time

Theft or attempted theft losses which the Insured is able to recover from another source

### SUBSIDENCE GROUND HEAVE or LANDSLIP DAMAGE

1. arising from the settlement or movement of made-up ground or by coastal or river erosion
2. resulting from
  - the construction demolition structural alteration or structural repair of any BUILDINGS
  - groundworks or excavation works at the PREMISES
3. arising from normal SETTLEMENT or bedding down of new structures
4. commencing prior to the granting of cover under this insurance

### All other DAMAGE

1. to any PROPERTY caused by
  - a. its own faulty or defective design or materials
  - b. inherent vice latent defect gradual deterioration wear and tear
  - c. faulty or defective workmanship on the part of the Insured or any of their employeesbut this shall not exclude subsequent DAMAGE which itself results from a cause not otherwise excluded
2. caused by
  - a. corrosion rust wet or dry rot marring scratching vermin insects
  - b. 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
  - c. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originatesbut this shall not exclude
  - i. such DAMAGE which itself results from other DAMAGE and is not otherwise excluded
  - ii. subsequent DAMAGE which itself results from a cause not otherwise excluded
3. caused by
  - a. pollution or contamination unless resulting from a sudden identifiable unintended and unexpected cause which
    - occurs in its entirety at a specific moment in time and place during any one Period of Insurance
    - is not otherwise excluded
  - b. disappearance or unexplained loss
4. to
  - a. any BUILDING or structure caused by its own collapse or cracking unless it results from a defined PERIL and is not otherwise excluded
  - b. any BUILDINGS or structure in course of construction or erection or undergoing structural alteration or repair
5. to trees shrubs plants and turf used in landscaping failing to germinate or become established
6. attributable solely to change in the water table level

## Buildings – The Basis of Settlement of Claims

The amount payable in respect of the DAMAGE is in accordance with the Basis of Settlement defined below as may be applicable to the BUILDING suffering DAMAGE

### i. Indemnity Basis

The basis upon which the amount payable is to be calculated shall be the value of the BUILDINGS at the time of its DAMAGE or the amount of the DAMAGE

The Sum Insured by this Section to which the Indemnity Basis applies (other than those applying solely to professional fees debris removal or private dwelling houses) is declared to be subject to Average

Average shall mean

If the total Sum Insured shall at the commencement of any DAMAGE be less than 85% of the value of the BUILDINGS covered the amount payable by Insurer(s) in respect of such DAMAGE shall be proportionately reduced

ii. **Reinstatement Basis**

The basis upon which the amount payable in respect of the BUILDINGS is to be calculated shall be the Reinstatement of BUILDINGS suffering DAMAGE

For this purpose Reinstatement means the rebuilding replacement repair or restoration of BUILDINGS suffering DAMAGE which provided the liability of Insurer(s) is not increased may be carried out

- i. in any manner suitable to the requirements of the Insured
- ii. upon another site

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

The liability of Insurer(s) for the repair or restoration of BUILDINGS damaged in part only shall not exceed the amount which would have been payable had such BUILDINGS been wholly destroyed

**Average**

If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the BUILDINGS covered subject to this Basis exceeds the total Sum Insured at the commencement of the DAMAGE the liability of Insurer(s) 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 BUILDINGS at that time

The amount payable shall be in accordance with the Indemnity Basis

- a. unless Reinstatement commences and proceeds without unreasonable delay
- b. until the cost of Reinstatement shall have been actually incurred
- c. if the BUILDINGS at the time of the DAMAGE shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement

iii. **Day One (Non Adjustable) Basis**

- a. The basis upon which the amount payable in respect of the BUILDINGS is to be calculated shall be the Reinstatement of the BUILDINGS suffering DAMAGE

For this purpose Reinstatement means the rebuilding replacement repair or restoration of BUILDINGS suffering DAMAGE which provided the liability of Insurer(s) is not increased may be carried out

- ii. in any manner suitable to the requirements of the Insured

- iii. upon another site

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

- b. The Insured having notified LREAC of the DECLARED VALUE (shown in brackets below the Sum Insured) on the CERTIFICATE OF INSURANCE for each item the premium has been calculated accordingly. At the inception of each Period of Insurance the Insured shall notify LREAC of the DECLARED VALUE of the BUILDINGS insured by each of the said item(s) In the absence of such declaration the last amount declared by the Insured shall be taken as the TOTAL DECLARED VALUE for the ensuing Period of Insurance

The liability of Insurer(s) for the repair or restoration of BUILDINGS damaged in part only shall not exceed the amount which would have been payable had such BUILDINGS been wholly destroyed

**Average**

If at the time of DAMAGE the TOTAL DECLARED VALUE be less than the cost of Reinstatement of all BUILDINGS insured at the inception of the Period of Insurance then the Insurer(s) liability for the DAMAGE shall not exceed that proportion thereof which the TOTAL DECLARED VALUE bears to such cost of Reinstatement

The amount payable shall be in accordance with the Indemnity Basis

- a. unless Reinstatement commences and proceeds without unreasonable delay
- b. until the cost of Reinstatement shall have been actually incurred
- c. if the BUILDINGS at the time of the DAMAGE shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement

Where claims are limited to such value and the Sum Insured subject to this basis shall at the commencement of any DAMAGE be less than the value of the BUILDINGS covered within such Sum Insured the amount payable by Insurer(s) in respect of such DAMAGE shall be proportionately reduced

**Extensions**

The policy is extended to include the following extensions by any causes not excluded under this section

1. **Concern for Welfare Costs**

The insurance by this Section extends to cover DAMAGE caused by the emergency services or persons acting under their control in gaining access to the PREMISES as noted on the CERTIFICATE OF INSURANCE as a result of their concern for the welfare of the occupier subject to a limit of £5,000 any one loss and £50,000 in all in the Period of Insurance

## 2. Contract Works

The insurance by each item on BUILDINGS extends to include CONTRACT WORKS to the extent to which the Insured has contracted to arrange cover subject to a limit of £250,000 any one claim at any PREMISES and £250,000 in the aggregate in respect of all losses arising out of any one occurrence

This insurance shall only apply in so far as the CONTRACT WORKS are not otherwise insured excluding the first £250 of each and every loss

## 3. Damage to Landscaped Gardens

DAMAGE suffered to landscaped gardens as a result of actions by the emergency services in attending the PREMISES insured as a result of DAMAGE to the PREMISES insured by this Section

Limit of liability £100,000 any one claim

## 4. Debris Removal

- i. Costs necessarily and reasonably incurred with the consent of the Insurer(s) in removing debris of the BUILDINGS from the PREMISES and the area immediately adjacent to it dismantling demolishing shoring up or propping of the damaged portion(s) of the BUILDINGS following DAMAGE
- ii. Costs necessarily and reasonably incurred in removing from the PREMISES the debris of the contents not being the PROPERTY of the Insured following DAMAGE
- iii. Costs and expenses necessarily and reasonably incurred by the Insured with the consent of the Insurer(s) in cleaning and or clearing drains and or sewers and or gutters the PROPERTY of the Insured or for which the Insured is responsible following DAMAGE to the BUILDINGS insured
- iv. Costs and expenses necessarily and reasonably incurred in the boarding of windows and doors and weatherproofing

Provided that in respect of pollution or contamination the Insurer(s) liability arising from the removal of debris from car parks roads pavements and similar surfaces all constructed of solid materials as defined within BUILDINGS shall not exceed in

- respect of any one occurrence 10% of the Sum Insured by the relative item on BUILDINGS or £250,000 whichever is the less
- the aggregate in any one Period of Insurance £1,000,000

## 5. Dilapidations

If a lessee vacates any BUILDING insured without prior notification to the Insured or its agents due solely to the liquidation or bankruptcy of the lessee or the business of the lessee being placed into administration or receivership the policy extends to cover the reasonable costs incurred by the Insured with the consent of Insurer(s) in removing any property of the lessee from in or around the BUILDING provided that the Insurer(s) liability shall not exceed £25,000 any one claim and £125,000 in all in the Period of Insurance

## 6. Explosion of Steam Pressure Plant

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

- i. the Insurer(s) liability shall not exceed £4,000,000 any one claim in excess of £1,000,000 any one claim
- ii. a separate insurance policy is in force for the first £1,000,000 any one claim
- iii. the plant is regularly inspected by an independent competent engineer in accordance with statutory requirements

## 7. Falling Trees

- i. DAMAGE to the PROPERTY insured arising from falling trees or parts thereof
- ii. the cost of removing the fallen tree or parts thereof other than as a result of felling, lopping or topping

## 8. Felling or Lopping

The cost of felling or lopping trees at the PREMISES insured which are an immediate threat to the safety of the public tenants or employees or PROPERTY as a result of DAMAGE Subject to a limit of liability of £5,000 any one claim and £25,000 in all in the Period of Insurance

## 9. Fire Extinguishment and Alarm Resetting Expenses

Where not otherwise recoverable

- i. extinguishment expenses reasonably incurred by the Insured in order to prevent or minimise DAMAGE
- ii. fire and intruder alarm and closed circuit television systems resetting expenses reasonably incurred by the Insured following DAMAGE or following activation to prevent or minimise DAMAGE

## 10. Fly-Tipping

The reasonable costs of clearing and removing any PROPERTY illegally deposited in or around any PREMISES, or deposited as a result of unauthorised or illegal occupation on or around such PREMISES subject to a limit of £100,000 any one claim at any PREMISES

## 11. Green Clause

Where following DAMAGE as insured by this policy the Insured elects with the consent of the Insurer(s) to rebuild the PREMISES in a manner that aims to reduce potential harm to the environment or improve energy efficiency the Insurer(s) agreed to pay any additional rebuilding costs provided that

- i. the Insurer(s) will not pay any additional costs for work the Insured had already planned to be carried out prior to the DAMAGE
- ii. if the liability of the Insurer(s) is reduced by the application of any terms or conditions of this policy the liability of the Insurer(s) under this clause will similarly be reduced
- iii. the Insurer(s) will not pay any additional costs for replacing undamaged property
- iv. if the Insured elects not to rebuild the PREMISES then this clause will not apply

- v. the Insurer(s) liability under this clause in respect of any one EVENT is 10% of the amount that the Insurer(s) would have paid but for the existence of the clause subject to a maximum of £500,000 or 10% of the sum insured

The Insurer(s) total liability in respect of any one EVENT will not exceed the sum insured

#### 12. Insurance Premiums and Latent Defects Policies Technical Agents Fees

Where the BUILDINGS have suffered DAMAGE the Insurer(s) will pay the cost of any insurance premiums or in respect of Latent Defects Policies Technical Agents fees being those necessarily and reasonably incurred by the Insured with the consent of the Insurer(s) in arranging contract works policies with the Insurer(s) or in continuing any pre-existing latent defects policies

#### 13. Investigation Expenses

Where the BUILDINGS have suffered DAMAGE and in the opinion of a competent construction professional there is a reasonable possibility of other DAMAGE to portions of the same BUILDINGS which is not immediately apparent the Insurer(s) will pay the reasonable costs incurred by the Insured in establishing whether or not such DAMAGE has occurred

The Insurer(s) will also pay the reasonable costs incurred by the Insured in establishing whether or not other BUILDINGS in the vicinity have suffered DAMAGE in the same incident but only if such BUILDINGS are subsequently found to have suffered such DAMAGE for which the Insurer(s) is liable

#### 14. Involuntary Bailee

Bailor's goods in the custody or control of the Insured or for which they are responsible subject to:-

- a. unless more specifically agreed a maximum limit of £10,000 per repossession
- b. in respect of loss or destruction of or DAMAGE by theft or any attempt thereat it is a condition precedent to the Insurer(s) liability that there shall be visible evidence of violent and forcible entry into or exit from the PREMISES
- c. a signed inventory being issued to the TENANT as soon as a repossession takes place
- d. new locks being fitted to the PREMISES and a weekly inspection made to ensure that the PREMISES remain lockfast
- e. no claim shall be paid in respect of loss by theft or any attempt thereat to high value items such as gold silver precious stones precious metals bullion furs curiosities works of art rare books audio visual goods computer equipment cameras jewellery money cheques stamps bonds credit cards and securities of any description
- f. no claim shall be paid in respect of unaccountable losses

#### 15. Keys

The reasonable expenses incurred in necessarily replacing

locks to the PREMISES or safes or strong rooms contained therein for which the Insured is responsible consequent upon DAMAGE or theft of keys (including electronic keys or card reprogramming costs) from the insured PREMISES or from the residence of any key holder or whilst the keys are being carried elsewhere whether by the Insured or key holder

#### 16. Loss Minimisation Costs and Prevention Expenditure

Following DAMAGE at the PREMISES Insurer(s) will pay for costs and expenses incurred with the Insurer(s) prior consent to provide necessary additional physical protection to prevent further DAMAGE provided that

- 1. Insurer(s) will not pay more than the reduction in DAMAGE avoided by the expenditure
- 2. Insurer(s) liability shall not exceed £25,000 in any one period of insurance

#### 17. Loss of Market Value

It is understood that

- a. if solely as a result of the DAMAGE the Insured elects not to repair or rebuild the BUILDINGS Insurer(s) will where requested by the Insured and agreed by the Insurer(s) (such agreement not to be unreasonably withheld) pay to the Insured
  - i. the reduction in the market value of the BUILDINGS and land and
  - ii. capital sums payable by the Insured to any lessee under the terms of any lease or otherwise as a result of the non-repair or rebuild

but not exceeding the amount which would have been payable had the BUILDINGS been repaired or rebuilt less any amount to take account of any compensation or allowance made to the Insured

- b. if solely as a result of DAMAGE insured hereby the Insured is required to rebuild or reinstate the BUILDINGS in a manner different from that immediately before the DAMAGE solely to comply with stipulations (as detailed in Section 1 Property Damage Extension 21 - Public Authorities Compliance) and as a result there is a reduction in market value thereof the Insurer(s) agree to pay
  - i. the cost of repairing or reinstating the BUILDINGS and
  - ii. a cash settlement representing the reduction in market value solely as a result of DAMAGE and capital sums payable by the Insured to any lessee under the terms of any lease or otherwise as a result of the repair or rebuild being in a different manner from that immediately before the DAMAGE

provided that the total payment made is no greater than the amount that would have been payable had the BUILDINGS been repaired or reinstated in an identical manner to their condition immediately before the DAMAGE less any amount to take account of any compensation

payable or allowance made to the Insured

Provided that

- i. the total amount recoverable under any item of the policy shall not exceed its sum insured
- ii. all the terms and conditions of the policy except in so far as they are varied hereby shall apply as if they had been incorporated herein

**18. Loss of Metered Gas Oil or Water**

Loss of metered gas electricity oil or water arising from DAMAGE resulting in a charge which the Insured is unable to recover from any other party subject to a limit of £250,000 any one claim at any PREMISES

**19. Obsolete Building Materials**

This policy extends to include the reasonable additional costs incurred following DAMAGE in replacement of materials which given consideration to the scientific and technical knowledge at the time of installation construction or fitting were reasonably deemed to be fit for the purpose intended but require replacement with more suitable modern materials

The BUILDINGS shall not be regarded as being better or more extensive than when new provided that the Insurer(s) liability for such additional costs shall not exceed 5% of the DECLARED VALUE

**20. Personal Possessions**

This policy extends to include directors partners customers visitors and EMPLOYEES personal effects of every description (other than motor vehicles) insofar as they are not otherwise insured for an amount not exceeding £500 in respect of any one person

**21. Professional Fees**

Architects surveyors legal and consulting engineers fees necessarily and reasonably incurred following DAMAGE in the rebuilding or repair but not for preparing any claim

Managing Agents fees and fees payable to any Company which is a Parent of the Insured or which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary will be accepted as necessary where

- i. the Insured would have employed them in respect of reinstatement or other work of an equivalent nature in the normal course of their BUSINESS
- ii. the fees are in respect of work of benefit to the Insurer(s)
- iii. the fees relate to work which is necessary for repair or reinstatement
- iv. the fees have been agreed with the Insurer(s) in advance

but not for preparing any claim

**22. Public Authority Compliance**

Additional cost of reinstatement which must be commenced and carried out without unreasonable delay necessarily incurred to comply with Building or other Regulations under or framed in Pursuance of any European Union legislation Act of Parliament or with Bye-Laws of any Public Authority

in respect of

- a. damaged BUILDINGS
- b. undamaged portion(s) of the damaged BUILDINGS
- c. any water supply equipment at the PREMISES supplying the sprinkler installation in undamaged portions of BUILDINGS

but excluding costs incurred where notice has been served upon the Insured to comply with such Regulations or Bye-Laws prior to the DAMAGE occurring or the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the BUILDINGS because of compliance with such Regulations or Bye-Laws

**23. Removal of Nests**

The cost of removing wasps bees hornets ants or termites nests from residential BUILDINGS for an amount not exceeding £500 in respect of any one claim

**24. Sprinkler Costs**

The costs incurred in upgrading an automatic sprinkler installation to the current Loss Prevention Council Rules solely as imposed upon the Insured by the Insurer(s) following DAMAGE to the BUILDINGS provided that at the time of installation the automatic sprinkler system had conformed to the Loss Prevention Council Rules

**25. Temporary Removal**

PROPERTY whilst temporarily removed from the PREMISES for cleaning renovation repair or similar purposes within the TERRITORIAL LIMITS unless more specifically insured for an amount not exceeding 10% of the whole Sum Insured

**26. Temporary Repairs**

The reasonable cost of

- i. necessary boarding up following DAMAGE to fixed glass in windows doors fan lights and skylights to make the BUILDINGS secure
- ii. the provision of temporary doors for the purpose of weather proofing or securing the Buildings
- iii. weather proofing BUILDINGS
- iv. securing the site following DAMAGE

**27. Trace and Access**

Where the BUILDINGS have suffered DAMAGE or in the opinion of a competent professional there is a reasonable possibility of DAMAGE resulting from the escape of gas oil water or sewage into the PREMISES the Insurer(s) will pay

- i. the costs necessarily and reasonably incurred in
  - a. locating the source whether on the PREMISES or not
  - b. repairing and making good any DAMAGE including that caused in locating the source of the escape of gas oil water or sewage
- ii. the cost of repairing or replacing tanks apparatus pipes or appliances which may have been damaged by freezing

**28. Unauthorised Use of Public Utilities**

Loss resulting from use by UNAUTHORISED PERSONS of electricity gas water or telecommunications services at the

PREMISES for which the Insured are legally responsible to the extent that such loss is determined by measurement from meters subject to a limit of £250,000 any one claim at any PREMISES

## Provisions

1. **Contractors**  
Where the Insured is required to effect insurance on the BUILDINGS in the joint names of the Insured and or Contractors and or Sub-Contractors of whatsoever tier under the terms of JCT or similar Contracts then the interest of the Contractors and or Sub-Contractors of whatsoever tier is automatically noted under the Policy as joint names insured parties subject to details of any single contract valued in excess of £250,000 having been advised to the Insurer(s) as soon as is reasonably practicable
2. **Designation of Property**  
For the purpose of determining where necessary the item under which any PREMISES is insured the Insurer(s) agree to accept the designation under which such PROPERTY has been entered in the Insureds books or which has been used by the Insured in computing the sums insured hereunder
3. **Mortgagees and Lessors**  
Any increase in the risk of DAMAGE resulting from any act or neglect of the Insured freeholder mortgagor leaseholder lessee licensee or occupier of any BUILDINGS insured by this Policy will not prejudice the interest of any freeholder lessor mortgagee financier or lender (other than the party causing the increase in the risk and if such increase in risk is without their prior knowledge or authority) provided that the Insurer(s) is notified immediately the party becomes aware of such increase in risk and any additional premium required is paid to the Insurer(s)
4. **Non-Invalidation**  
This insurance shall not be invalidated by any act or omission or by any alteration which increases the risk of DAMAGE without the authority or knowledge of or beyond the control of the Insured provided that immediately the Insured becomes aware of the increased risk of DAMAGE notice shall be given to the Insurer(s) and any additional premium paid
5. **Other Interests**  
The interest of any freeholders lessors lessees licencees underlessees assignees mortgagees financiers lenders receivers tenants and occupiers are noted in this Policy it being understood that the details of such parties will be notified as soon as reasonably practicable to the Insurer(s) in the event of any claim arising under this Policy
6. **Repairs Maintenance Alterations**  
Repairs and or maintenance and or alterations in and or to and or around the PREMISES may be effected without prejudice to this insurance

## Section 2 - Rent

### The Cover

If any BUILDINGS suffer DAMAGE by any causes not excluded under Section 1 Property Damage and the BUSINESS is in consequence thereof interrupted or interfered with the Insurer(s) will pay the Insured the amount of loss arising as a result in accordance with the following provisions provided that the Insurer(s) liability in any one Period of Insurance shall not exceed in respect of each item 200% of the Sum Insured

### Rent – The Basis of Settlement of Claims

The Insurer(s) will pay in respect of BUILDINGS which have suffered DAMAGE

- a. **the loss of RENT being**  
the actual amount of the reduction in the RENT receivable by the Insured during the INDEMNITY PERIOD solely in consequence of the DAMAGE
- b. **the cost of reletting being**  
the costs necessarily and reasonably incurred including inducements to prospective tenants from the date of the DAMAGE until the expiry of the INDEMNITY PERIOD in reletting the BUILDINGS (including legal fees in connection with the reletting) solely in consequence of the DAMAGE
- c. **the additional expenditure being**  
the expenditure (other than recoverable under (b) above) necessarily and reasonably incurred in consequence of the DAMAGE solely to avoid or minimise the loss of RENT during the INDEMNITY PERIOD but not exceeding
  - the amount of the reduction avoided by such expenditureplus
  - 5% of the sum insured by the item (but not more than £250,000)

### Extensions

The policy is extended to include the following extensions by any causes not excluded under this Section 1 Property Damage:

1. **Anticipated Rent**  
If the BUILDINGS are UNOCCUPIED at the commencement of the INDEMNITY PERIOD where RENT is insured the Insured must show that but for the DAMAGE RENT would have been earned  
  
The Insurer(s) will have regard
  - a. to actual negotiations with prospective TENANTS both before and after the incident
  - b. for demand for similar accommodation in the locality and
  - c. the general level of rents applyingIf required the advice of a professional valuer acceptable to both the Insured and the Insurer(s) will be sought and such fees will be included in the indemnity under this Extension
2. **Buildings Awaiting Sale**  
If at the time of the DAMAGE the Insured shall have

contracted to sell their interest in the BUILDINGS or shall have accepted an offer in writing to purchase their interest in the BUILDINGS subject to contract and the sale is cancelled or delayed solely in consequence of the DAMAGE provided that the Insured shall make all reasonable efforts to complete the sale of the BUILDINGS as soon as practicable after the DAMAGE the Insured may opt for the amount payable by the Insurer(s) to be as follows

- a. during the period prior to the date upon which but for the DAMAGE the BUILDINGS would have been sold **the loss of RENT** being the actual amount of the reduction in the RENT receivable by the Insured solely in consequence of the DAMAGE
- b. during the period commencing with the date upon which but for the DAMAGE the BUILDINGS would have been sold and ending with the actual date of sale or with the expiry of the INDEMNITY PERIOD if earlier

**the loss in respect of interest** being

1. the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the BUSINESS
  2. the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under 1) less any amount receivable in respect of RENT
- c. the additional expenditure** being
1. the expenditure necessarily and reasonably incurred in consequence of the DAMAGE solely to avoid or minimise the loss payable under (a) and (b) immediately above but not exceeding the amount of loss avoided by such expenditure plus 5% of the Sum Insured by the item (but not more than £250,000)
  2. the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the DAMAGE but not exceeding either an amount equivalent to the expenditure incurred immediately prior to the DAMAGE or £50,000 whichever is the less

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

### 3. Insurance Premiums

RENT is deemed to include insurance premiums only where there is a clause in the lease which enables the lessee to cease paying such premiums or part thereof in the event of DAMAGE

### 4. Loss of Attraction

The insurance by this Section is extended to include loss of RENT resulting from the termination or renegotiation of any agreements for lease or other loss of tenancy or delay in completion of letting of the PREMISES consequent upon DAMAGE to the PREMISES and or to PROPERTY in the

vicinity of the PREMISES which shall prevent and or hinder the use of the PREMISES and or access thereto and or which results in a reduction in numbers of potential visitors and or customers to the PREMISES whether the PREMISES suffer DAMAGE or not

The liability of the Insurer(s) in respect of this extension shall not exceed

- a. £500,000 or the Sum Insured in respect of each PREMISES whichever is the less
- b. £1,000,000 in the aggregate during the period of insurance

### 5. Legionellosis

DAMAGE is extended to include any outbreak of Legionellosis at the PREMISES causing restrictions on the use thereof on the order or advice of the competent local authority

Provided that for the purposes of this clause

- i. PREMISES shall mean PREMISES which are directly affected by the DAMAGE
- ii. the Insurer(s) shall not be liable under this clause for any costs incurred in cleaning repair replacement or inspection of PROPERTY except those costs and expenses necessarily incurred with the Insurer(s) consent in cleaning and decontamination of the air-conditioning or water supply at the PREMISES the use of which has been restricted on the order or advice of the competent local authority

### 6. Loss of Investment Income on Late Payment of Rent

If as a result of DAMAGE the Insurer(s) is paying indemnity in respect of loss of RENT and the payment by the Insurer(s) to the Insured is made later than the date upon which the Insured would normally have expected to receive the RENT from a lessee the Insurer(s) will pay a further sum representing the investment interest lost to the Insured during the delay period

### 7. Managing Agents Premises

The insurance by each Item on RENT is extended to include loss as insured resulting solely from DAMAGE to BUILDINGS or other PROPERTY at any location in the United Kingdom owned or occupied by the Insured's managing agents for the purposes of their BUSINESS in consequence of which RENT receivable by the Insured is reduced

### 8. Murder Suicide or Disease

The Insurer(s) shall indemnify the Insured in respect of loss of RENT or Alternative Residential Accommodation and RENT in accordance with Condition 1 to Sections 1 and 2 (notwithstanding any requirement for DAMAGE to BUILDINGS) resulting from interruption of or interference with the BUSINESS during the INDEMNITY PERIOD following

- a. any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome)

(AIDS) or an AIDS related condition) an outbreak of which the local authority has stipulated shall be notified to them manifested by any person whilst in the PREMISES or within a 25 mile radius of it

- b. murder or suicide in the PREMISES
- c. INJURY or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided in the PREMISES
- d. vermin or pests in the PREMISES
- e. the closing of the whole or part of the PREMISES by order of a competent public authority consequent upon defect in the drains or other sanitary arrangements at the PREMISES

The Insurance by this Extension shall only apply for the period beginning with the occurrence of the loss and ending not later than three months thereafter during which the results of the BUSINESS shall be affected in consequence of the interruption or interference

#### 9. Payments on Account

Payments on account will be made during the INDEMNITY PERIOD at the request of the Insured subject to any necessary adjustments at the termination of the INDEMNITY PERIOD

#### 10. Prevention of Access

The insurance is extended to include loss of RENT resulting from DAMAGE to PROPERTY in the vicinity of the PREMISES insured by this Policy which shall prevent or hinder the use or access whether the BUILDINGS insured by this Policy are damaged or not excluding DAMAGE to PROPERTY of any supply undertaking which shall prevent or hinder the supply of services by an electricity gas water or telecommunications undertaking to the PREMISES

#### 11. Professional Accounting & Legal Charges

Any details contained in the Insureds BUSINESS books required by the Insurer(s) for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the details to which such report relates

The Insurer(s) will pay to the Insured the reasonable charges payable to its professional accountants for producing such evidence and for reporting to the Insurer(s) and the Insured that such details are in accordance with the Insureds books of account provided that the total amount payable shall not exceed the liability of the Insurer(s) as stated herein

The Insurer(s) will pay to the Insured the reasonable charges payable to its lawyers for determining their contractual rights under any RENT cesser clause or insurance break clause contained in the lease but not for any other purposes in the preparation of any claim

#### 12. Rent Free Period

If at the date of the DAMAGE any BUILDING insured by this Policy is subject to a 'RENT Free Period' concession under the terms of the lease then the Maximum INDEMNITY

PERIOD stated in the Schedule shall be adjusted by adding to the number of years shown in the schedule the remaining balance of such 'RENT Free Period'

#### 13. Vacated Property Business Rates

The insurance by each item on RENT extends to include the costs of local authority rates provided that such costs are incurred by the INSURED solely as a result of

- i. the lessee being able to determine or frustrate the lease following DAMAGE as insured hereby
- ii. a prospective lessee not completing a lease solely as a result of the DAMAGE occurring

The liability of the Insurer(s) in respect of this extension shall not exceed

1. £50,000 any one loss
2. £250,000 in all in the Period of Insurance

No payment under this clause shall be payable if the PREMISES are unfit for occupation as a result of an act or omission by the Insured (or someone acting on their behalf) which has resulted in a valuation officer reinstating the PREMISES on the rating list

### Provisions

#### 1. Savings

If any charge or expense payable out of RENT shall cease or reduce during the INDEMNITY PERIOD in consequence of the DAMAGE the sum saved shall be deducted from the amount otherwise payable under this insurance before the application of Underinsurance below

#### 2. Underinsurance

If the total of the Sums Insured on all the BUILDINGS insured is less than the TOTAL DAY ONE RENTAL VALUE the Insurer(s) liability for any loss shall be limited to that proportion of the amount otherwise payable which the Sum Insured bears to the DAY ONE RENTAL VALUE

For the purposes of calculating the DAY ONE RENTAL VALUE service charges not exceeding £100,000 in respect of any one BUILDINGS may be ignored

#### 3. Alternative Accommodation – Reduction of Loss

If in consequence of the DAMAGE the Insured shall use other premises to provide accommodation to TENANTS the RENT received from those PREMISES during the INDEMNITY PERIOD shall be taken into account in assessing the loss of RENT

## Exclusions – Sections 1 and 2

### Section 1 Property Damage does not cover

1. Consequential Loss  
Consequential loss of any kind or description

2. Excess

The EXCESS stated in the CERTIFICATE OF INSURANCE applied separately to each EVENT at each separate PREMISES

**Section 1 Property Damage and Section 2 Rent do not cover**

3. Terrorism

This insurance does not cover DAMAGE or loss resulting from DAMAGE occasioned by or happening through or in consequence directly or indirectly of

- a. Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

- b. in Northern Ireland

- 1. riot or civil commotion
- 2. strikers locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to DAMAGE by fire or explosion

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

Terrorism shall mean any act 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 in law or as a matter of fact

In any action suit or other proceedings where the Insurer(s) alleges that by reason of this exclusion any DAMAGE or loss resulting from DAMAGE is not covered by this policy the burden of proving that such DAMAGE or loss is covered shall be upon the Insured

**General Conditions – Sections 1 and 2**

1. Alternative Residential Accommodation and Rent

In the event of DAMAGE to BUILDINGS resulting in a residential portion of the BUILDINGS being uninhabitable or access being prevented this insurance extends to include loss of RENT and the reasonable additional cost of similar comparable accommodation for the TENANT including temporary furniture storage costs and accommodation for domestic pets or other animals other than farm stock normally kept within the vicinity of the damaged PREMISES until the residential portion is habitable and accessible

The Insurer(s) will pay up to 33.3% of the Sum Insured of

the residential portion of the damaged BUILDINGS

2. Automatic Cover - Newly Acquired Properties Alterations & Additions

The insurance by these sections and Section 3 Property Owners Liability automatically extends to include newly acquired or newly erected PREMISES or alterations additions or extensions to PREMISES from the time the Insured becomes responsible for such BUILDINGS following practical completion and insofar as they are not otherwise insured

Provided that

- a. the liability of the Insurer(s) in respect of this cover shall not exceed
  - i. for newly acquired or newly erected PREMISES BUILDINGS DECLARED VALUE and RENT £2,500,000 in respect of any one PREMISES
  - ii. for alterations additions or extensions to PREMISES BUILDINGS DECLARED VALUE 20% or £2,000,000 whichever is the less any one PREMISES
  - iii. for alterations additions or extensions to RENT 20% or £500,000 whichever is the less any one PREMISES
  - iv. Section 3 Property Owners Liability the amount stated in the Schedule as the Limit of Indemnity
- b. in respect of newly acquired or newly erected PREMISES the Insured shall notify LREAC as soon as practicable and pay any additional premium as may be reasonably required
- c. in respect of alterations additions or extensions to PREMISES cover shall apply until the renewal date immediately following the Insured becomes responsible for such BUILDINGS

3. Contracting Purchasers Interest

If at the time of DAMAGE to BUILDINGS the Insured has contracted to sell its interest in such BUILDINGS or following DAMAGE to BUILDINGS the Insured contracts to sell its interest in such BUILDINGS and the sale has not been completed the contracting purchaser who completes the purchase (providing the BUILDINGS are not otherwise insured by or on behalf of the contracting purchaser) shall at the discretion of the Insured be entitled to benefit under this Policy such entitlement to be confirmed by the Insured in the event of any claim arising under this Policy without prejudice to the rights and liabilities of the Insured or Insurer(s)

4. Contribution

If at the time of any DAMAGE to BUILDINGS or any loss of RENT there is any other insurance effected by or on behalf of the Insured for such DAMAGE or loss of RENT the Insurer(s) liability shall be limited to its rateable proportion of such DAMAGE or loss of RENT and if such other insurance is subject to any provision where it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably the liability

of the Insurer(s) shall be limited to that proportion of the DAMAGE which the Sum Insured under this policy bears to the value of the PROPERTY

**5. Automatic Reinstatement of Sum Insured**

In consideration of the Sum Insured not being reduced by the amount of any loss the Insured shall pay the appropriate extra premium on the amount of the loss from the date of the loss until the expiry of the Period of Insurance provided that any additional protections required by the Insurer(s) are effected

**6. Subrogation Waiver**

In the event of a claim arising under this Policy the Insurer(s) agree to waive all rights remedies or relief to which it may become entitled by subrogation against

- i. any Company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in the Companies Act 1985 or Companies (Northern Ireland) Order 1986 as appropriate current at the time of the DAMAGE
- ii. any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of the Companies Act 1985 or Companies (Northern Ireland) Order 1986 as appropriate current at the time of the DAMAGE
- iii. any TENANT of any PREMISES including if required by the Insured any TENANT which has not contributed to the premium for the PREMISES such requirement to be confirmed by the Insured in the event of a claim arising under this Policy provided that the DAMAGE did not result from a criminal fraudulent or malicious act of the TENANT
- iv. if required by the Insured any Contractors and or Sub Contractors of whatsoever tier such requirement to be confirmed by the Insured in the event of any claim arising under this Policy

## Section 3 - Property Owners Liability

### The Cover

The Insurer(s) will indemnify the Insured or the legal representative of the Insured subject to the Limits of Indemnity shown in the Schedule for this Section against damages and claimants costs and expenses for which the Insured is legally liable in respect of

- i. Accidental INJURY to any person
- ii. Accidental DAMAGE to PROPERTY
- iii. interference with or loss of enjoyment of any right of light air water way easement or PROPERTY as a result of obstruction trespass nuisance stoppage of or interference with pedestrian vehicular rail air or waterborne traffic other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the BUSINESS and which could reasonably have been expected by the Insured having regard to the nature and

circumstances of such act or omission

caused in connection with the BUSINESS in respect of the PREMISES and occurring during the Period of Insurance and within the GEOGRAPHICAL LIMITS

The liability of the Insurer(s) for all damages payable to any claimant or number of claimants in respect of any one EVENT shall not exceed the amount stated in the Schedule as the Limit of Indemnity for any one EVENT

### Additional Costs and Fees

The Insurer(s) will in addition pay in respect of any claim which may be the subject of indemnity under the terms of this Section

- a. Costs of legal representation
  - i. at any coroners inquest or inquiry in respect of any death
  - ii. the defence of any criminal proceedings brought or in appeal against the Insured director or partner or EMPLOYEE of the Insured for an offence of manslaughter
  - iii. proceedings in any court arising out of any alleged breach of statutory duty (including the Corporate Manslaughter and Corporate Homicide Act 2007) resulting in any occurrence specified in i) above

which may be the subject of indemnity under this Section

- b. All other costs and expenses incurred with the written consent of the Insurer(s)

### Exclusions

The Insurer(s) shall not provide indemnity in respect of

1. INJURY to any EMPLOYEE arising out of and in the course of employment or engagement by the Insured in the BUSINESS
2. DAMAGE to PROPERTY belonging to or in the custody or control of the Insured other than directors partners EMPLOYEES or visitors personal effects including motor vehicles and their contents
3. liability caused by or arising from the ownership possession or use by or on behalf of the Insured of any craft designed to travel on or through water or air
4. liability caused by or arising from the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached to it) if being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle
5. the exercise of professional skill or breach of professional duty whether by way of instruction advice direction treatment or otherwise supplied given or administered by or on behalf of the Insured
6. liability caused by or arising from works to any PREMISES other than repairs and or maintenance and or alterations
7. liquidated damages punitive exemplary or aggravated damages fines penalties or compensation ordered or awarded by any Court of Criminal Jurisdiction
8. liability directly or indirectly caused by or arising out of pollution or contamination of BUILDINGS or other structures or of water or land or the atmosphere unless

the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

All pollution or contamination arising out of one incident shall be deemed to have occurred at the time such incident takes place

The total amount payable by Insurer(s) in respect of all such pollution or contamination which is deemed by the Insurer(s) to have occurred during any Period of Insurance shall not exceed the Limit of Indemnity shown in the Schedule for this Section

## Extensions

### 1. Compensation for Court Appearance

The Insurer(s) will pay the Insured at the undernoted daily rates for the attendance of any director partner or any individual employed by the Insured under a contract of service or apprenticeship at court as a witness at the request of the Insurer(s) in connection with a claim under this Section

- i. any of the Insureds directors or partners £1,000
- ii. any EMPLOYEE of the Insured other than directors or partners £500

### 2. Contingent Liability for Motor Vehicles

Notwithstanding Exclusion 4 of this Section the Insurer(s) will indemnify the Insured in respect of legal liability caused by or in connection with any motor vehicle not the PROPERTY of or provided by the Insured which is being used in the course of the BUSINESS provided that the Insurer(s) will not be liable in respect of

- i. liability arising when such vehicle is being driven
  - a. by the Insured
  - b. with the general consent of the Insured by any person who to the knowledge of the Insured 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
- ii. physical DAMAGE to any such vehicle
- iii. any occurrence arising outside the TERRITORIAL LIMITS
- iv. any occurrence for which the Insured is entitled to indemnity under any other insurance

### 3. Contractual Liability

As far as concerns liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement the Insurer(s) will only indemnify the Insured if the conduct and control of claims is vested in the Insurer(s) but this will not apply to liability in respect of any contract for or including the performance of work outside the TERRITORIAL LIMITS

### 4. Data Protection Act

The Insurer(s) will indemnify the Insured and at the Insureds request any director or partner of the Insured or any EMPLOYEE against legal liability to pay damages and

claimants costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998 not otherwise insured hereunder and first made against the Insured in connection with the BUSINESS during the Period of Insurance

Provided that

- a. the liability of the Insurer(s) for damages costs and expenses shall for the purpose of this Extension apply in respect of the total of all claims during any one Period of Insurance
- b. the Insured has registered in accordance with the terms of the said Act or has applied for such registration which has not been refused or withdrawn
- c. the Insurer(s) shall not provide indemnity
  - i. for 10% of each claim subject to a minimum of £500 and a maximum of £5,000
  - ii. 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
  - iii. for the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
  - iv. against liability caused by or arising from any incident or circumstances known to the Insured at inception of this Extension which may give rise to a claim
  - v. 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
  - vi. against liability which attaches by virtue of a contract or agreement and would not have attached in the absence of such contract or agreement regardless of whether the sole conduct and control of claims is vested in the Insurer(s)
  - vii. for the payment of fines or penalties

### 5. Defective Premises Act 1972

The Insurer(s) will indemnify the Insured in respect of liability which the Insured incurs under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 arising from INJURY or DAMAGE occurring after the cancellation or expiry of this Section

Provided that

- i. the Insurer(s) shall not be liable for
  - a. the cost of remedying any defect or alleged defect
  - b. any DAMAGE to such PREMISES
  - c. any loss for which the Insured is entitled to indemnity under any other insurance
- ii. the Insurer(s) shall only be liable for PREMISES retained by the Insured in connection with the BUSINESS prior to such cancellation or expiry

## 6. Indemnity to Other Persons

The Insurer(s) will also indemnify

- i. at the Insureds request
  - a. any director partner or EMPLOYEE of the Insured while acting in connection with the BUSINESS in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against the Insured
  - b. any officer member or EMPLOYEE of the Insureds catering social sports and welfare organisations or first aid fire security or ambulance services in his/her respective capacity as such
  - c. any director partner or EMPLOYEE of the Insured in respect of private work carried out with the consent of the Insured for such person by an EMPLOYEE of the Insured
- ii. any PRINCIPAL to the extent that the contract or agreement between the Insured and such PRINCIPAL requires indemnity
- iii. the legal representative of any person entitled to indemnity under this Extension in respect of liability incurred by such person

Provided that

- a. any person entitled to indemnity under this Extension shall endeavour to observe and be subject to the terms and conditions of this Policy so far as they can reasonably apply
- b. the Insurer(s) shall have the sole conduct and control of any claim

## 7. Legal Defence Costs

The Insurer(s) will pay legal costs and expenses incurred by the Insured or at the Insureds request by any director partner or EMPLOYEE for the defence of a prosecution (including an appeal against a conviction) for a breach of

- i. the Health and Safety at Work etc Act 1974
- ii. the Health and Safety at Work (Northern Ireland) Order 1978
- iii. Part II of the Consumer Protection Act 1987

committed or alleged to have been committed during the Period of Insurance in the course of the BUSINESS resulting in accidental INJURY to any person or accidental DAMAGE to PROPERTY

The Insurer(s) shall not be liable for

- i. the payment of fines or penalties
- ii. legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act EVENT or omission which the person claiming to be indemnified knows or should have known would be likely to constitute an offence under the above Act or Order
- iii. proceedings brought outside the TERRITORIAL LIMITS
- iv. costs expenses or reimbursements incurred in connection with proceedings brought in respect of a breach of a statutory duty to an EMPLOYEE

## 8. Movement of Obstructing Motor Vehicles

Exclusion 4 shall not apply to liability caused by or arising from any motor vehicle (not owned or hired by or lent

to the Insured) being driven by the Insured or by any EMPLOYEE with the Insured's permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned hired by or lent to the Insured or any EMPLOYEE of the Insured

Provided that

- a. movements are restricted to motor vehicles parked on or obstructing the PREMISES
- b. the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- c. the vehicle causing obstruction is driven by use of the owner's ignition key
- d. the Insurer(s) shall not provide indemnity against liability
  - i. in respect of DAMAGE to such vehicle
  - ii. in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

## 9. Overseas Personal Liability

The Insurer(s) will indemnify the Insured and if so requested by the Insured

- a. any director partner or EMPLOYEE of the Insured
- b. any spouse or child of such director partner or EMPLOYEE of the Insured accompanying such persons

against legal liability to pay as damages incurred in a personal capacity whilst outside the TERRITORIAL LIMITS in connection with the BUSINESS

The Insurer(s) will not provide an indemnity in respect of liability

1. where indemnity is provided by any other insurance
2. arising from ownership possession or use of wild animals firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft
3. arising out of the ownership or occupation of land or BUILDINGS
4. arising from the carrying on of any trade or profession not connected with the Insureds BUSINESS

## 10. Vehicles (Tool of Trade Use)

Notwithstanding Exclusion 4 of this Section the Insurer(s) will indemnify the Insured in respect of their liability arising out of

- i. the use in the course of the BUSINESS of any mechanically propelled vehicle (or trailer attached to it) as a tool of trade
- ii. the loading or unloading of or the bringing of a load to or the taking of a load from any vehicle machine or trailer

but this indemnity shall not apply if in respect of such liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle

## 11. Wrongful Arrest

The Insurer(s) will indemnify the Insured against all sums which the Insured becomes legally liable to pay as damages costs and claimants expenses as the result of

charges of wrongful arrest false imprisonment assault slander or other actionable wrong being made against the Insured arising out of any allegation of shoplifting or other improper conduct by any customer or customers or any other person or persons other than EMPLOYEES of the Insured at the Insured's PREMISES during the Period of Insurance

Provided always that the Insurer(s) shall not indemnify the Insured against costs and expenses incurred by the Insured or their solicitors in defending any charge arising out of any incident which might or does give rise to a claim

## 12. Environmental Clean-up Costs

Section 3 Property Owners Liability extends to indemnify the Insured in respect of all sums including statutory debts that the Insured is legally liable to pay in respect of Clean-Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive statute or statutory instrument

Provided always that

- a. liability arises from Pollution or Contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b. the Insurer(s) liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the Insurer(s) will pay inclusive of all costs and expenses. This limit of liability will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c. immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d. the Insurer(s) shall be under no liability
  - i. in respect of Clean-Up Costs for damage to the Insured's land PREMISES watercourse or body of water whether owned leased hired tenanted or otherwise in the Insured's care custody or control
  - ii. for damage connected with pre-existing contaminated PROPERTY
  - iii. for damage caused by a succession of several events where such individual event would not warrant immediate action
  - iv. in respect of removal of any risk of an adverse effect on human health on the Insured's land PREMISES watercourse or body of water whether owned leased hired tenanted or otherwise in the Insured's care custody or control
  - v. in respect of costs in achieving an improvement or alteration in the condition of the land atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
  - vi. in respect of costs for prevention of imminent threat of environmental damage where such

costs are incurred without there being Pollution or Contamination caused by a sudden identifiable unintended and unexpected incident

- vii. for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns
- viii. in respect of costs for the reinstatement or reintroduction of flora or fauna
- ix. for damage caused deliberately or intentionally by the Insured or where they have knowingly deviated from environmental protection rulings or where the Insured has knowingly omitted to inspect maintain or perform necessary repairs to plant or machinery for which they are responsible
- x. in respect of fines or penalties of any kind
- xi. for damage caused by the ownership or operation on behalf of the Insured of any mining operations or storage treatment or disposal of waste or waste products other than caused by composting purification or pre-treatment of waste water
- xii. for damage which is covered by a more specific insurance policy
- xiii. for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- xiv. for damage caused by disease in animals belonging to or kept or sold by the Insured

For the purposes of this Extension the following definitions shall apply

### Clean-Up Costs

- a. testing for or monitoring of Pollution or Contamination
- b. the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences

### Remediation

Remedying the effects of Pollution or Contamination including primary complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009

### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the TERRITORIAL LIMITS

### Pollution or Contamination

- a. All pollution or contamination of BUILDINGS or other structures or of water or land or the atmosphere and
- b. all loss or DAMAGE or personal INJURY directly or indirectly caused by such pollution or contamination

## Section 4 – Employers Liability

### The Cover

The Insurer(s) will indemnify the Insured subject to the Limit of Indemnity shown in the Schedule for this Section against legal liability for damages and claimants costs and in respect of INJURY to any EMPLOYEE caused during any Period of Insurance and arising out of and in the course of employment or engagement of such person by the Insured in the BUSINESS within the TERRITORIAL LIMITS or while temporarily engaged in work outside the TERRITORIAL LIMITS

The liability of the Insurer(s) (inclusive of all costs and expenses payable) for all damages payable to any claimant or number of claimants in respect of any one EVENT shall not exceed the amount stated in the Schedule as the Limit of Indemnity for any one EVENT

### Costs and Fees

The Insurer(s) will in addition pay in respect of any claim which may be the subject of indemnity under the terms of this Section

- a. Costs of legal representation
  - i. at any coroners inquest or inquiry in respect of any death
  - ii. the defence of any criminal proceedings brought or in appeal against the Insured director or partner or Employee of the Insured for an offence of manslaughter
  - iii. proceedings in any court arising out of any alleged breach of statutory duty (including the Corporate Manslaughter and Corporate Homicide Act 2007) resulting in any occurrence specified in (i) abovewhich may be the subject of indemnity under this Section
- b. All other costs and expenses incurred with the written consent of the Insurer(s)

Provided that all such legal fees costs and expenses in respect of any one claim are included within the Limit of Indemnity for any one EVENT stated in the Schedule

The Insurer(s) shall not be liable for

- i. fines or penalties
- ii. compensation ordered or awarded by a Court of Criminal Jurisdiction
- iii. aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

### Exclusions

The Insurer(s) shall not provide indemnity in respect of liability for INJURY to any EMPLOYEE when the EMPLOYEE is

- i. carried in or upon any motor vehicle or is
- ii. entering or getting onto or alighting from a motor vehicle

in circumstances where the Insured is required to arrange motor insurance or security in respect of such INJURY in accordance with any road traffic legislation within the European Union

### Extensions

1. Compensation for Court Appearance  
The Insurer(s) will pay the Insured at the undernoted daily rates for the attendance of any director partner or any individual employed by the Insured under a contract of service or apprenticeship at court as a witness at the request of the Insurer(s) in connection with a claim under this Section
  - i. any of the Insureds directors or partners £1,000
  - ii. any EMPLOYEE of the Insured other than directors or partners £500
2. Indemnity to Other Persons  
The Insurer(s) will also indemnify
  - i. at the Insureds request
    - a. any director partner or EMPLOYEE of the Insured while acting in connection with the BUSINESS in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against the Insured
    - b. any officer member or EMPLOYEE of the Insureds catering social sports and welfare organisations or first aid fire security or ambulance services in his/her respective capacity as such
    - c. any director partner or EMPLOYEE of the Insured in respect of private work carried out with the consent of the Insured for such person by an EMPLOYEE of the Insured
  - ii. any PRINCIPAL to the extent that the contract or agreement between the Insured and such PRINCIPAL requires indemnity
  - iii. the legal representative of any person entitled to indemnity under this Extension in respect of liability incurred by such person

Provided that

- a. any person entitled to indemnity under this Extension shall endeavour to observe and be subject to the terms and conditions of this Policy so far as they can reasonably apply
- b. the Insurer(s) shall have the sole conduct and control of any claim

### 3. Legal Defence Costs

The Insurer(s) will pay legal costs and expenses incurred by the Insured or at the Insureds request by any director partner or EMPLOYEE for the defence of a prosecution (including an appeal against a conviction) for a breach of

- i. the Health and Safety at Work etc Act 1974
- ii. the Health and Safety at Work (Northern Ireland) Order 1978

committed or alleged to have been committed during the Period of Insurance in the course of the BUSINESS resulting in INJURY to any EMPLOYEE

The Insurer(s) shall not be liable for

- i. the payment of fines or penalties
- ii. legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act EVENT or omission which the person claiming to be indemnified knows or should have

known would be likely to constitute an offence under the above Act or Order

- iii. proceedings brought outside the TERRITORIAL LIMITS
- iv. costs expenses or reimbursements incurred in connection with proceedings brought in respect of a breach of a statutory duty to an EMPLOYEE

#### 4. Unsatisfied Court Judgements

The Insurer(s) will pay to an EMPLOYEE (or his legal personal representative) at the Insureds request the amount of the damages and awarded costs remaining unsatisfied six months after the date a judgement was obtained against another party domiciled in the TERRITORIAL LIMITS for INJURY to that EMPLOYEE occurring during the Period of Insurance and arising out of and in the course of the EMPLOYEES engagement by the Insured in the BUSINESS

Whereupon the EMPLOYEE (or legal personal representative) shall assign the judgement to the Insurer(s)

The Insurer(s) shall not be liable

- i. for Judgements obtained in any Court situated outside the TERRITORIAL LIMITS
- ii. where an appeal against a judgement remains outstanding
- iii. in respect of any judgement obtained against the Insured or any director partner or EMPLOYEE of the Insured in those respective capacities

## Provisions – Sections 3 and 4

### 1. Acquisitions

The Insurer(s) will indemnify any subsidiary company which is a property owner founded or acquired by the Insured after the inception date of this Policy

For the purposes of this Provision a subsidiary company is a company registered in the TERRITORIAL LIMITS and conforming to the description of a subsidiary company in the Companies Act 1985

### 2. Adjustments

Where any premium is calculated on estimates the Insured shall declare to the Insurer(s) any information required for the expired Period of Insurance and the premium shall be suitably adjusted

### 3. Contribution

If at the time of any occurrence or claim there is any other insurance applicable to such occurrence or claim the Insurer(s) shall not be liable under these Sections of this Policy except in respect of any amount beyond the amount which would have been payable under such other insurance had this Policy not been effected

### 4. Employers Liability Recovery (applicable to Section 4 Employers Liability only)

The Insured shall repay to the Insurer(s) all sums paid by the Insurer(s) solely due to the provisions of any law relating to the compulsory insurance of liability to

EMPLOYEES in the TERRITORIAL LIMITS which the Insurer(s) would not have been liable to pay but for the provision of such law

### 5. Rights of the Insurer(s)

The Insurer(s) may at any time pay any Limit of Indemnity for any one EVENT shown in the Schedule (after deduction of any sum or sums already paid) or any less amount for which any claim or claims can be settled and then relinquish the conduct and control of the claim or claims and be under no further liability in respect of the claim or claims except for the payment of costs and expenses incurred with the written consent of the Insurer(s) prior to the date of such payment

## Section 5 – Legal Defence Costs

The Insurer(s) will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured

up to the Limit of Indemnity in respect of

- a. legal costs and other expenses incurred with the Insurer(s) written consent
- b. costs awarded against the Insured or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts A and B below

### Part A

In respect of a breach of

the Health and Safety at Work etc Act 1974 or the Health and safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Insured

### Part B

In respect of a breach of

1. the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured
2. Part II of the Consumer Protection Act 1987

Provided that in respect of Parts A and B

1. the indemnity will not apply
  - a. to fines or penalties of any kind
  - b. to compensation ordered or awarded by a Court of Criminal Jurisdiction
  - c. where injury to any person or loss of or damage to Property has occurred
  - d. where indemnity is provided by any other insurance
  - e. to proceedings consequent upon any deliberate act or omission by
    1. the Insured
    2. any partner or director of the Insured

3. any Employee with any specific responsibility for compliance with the legislation specified above which could reasonably have been expected to constitute a breach of the legislation specified above
2. the indemnity will only apply where shown in the Schedule
3. the Insurer(s) may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Insurer(s) the claims arising can be settled but including any amount for which the Insurer(s) may be responsible prior to the date of such payment. The Insurer(s) will then relinquish control of such claims and be under no further liability in respect thereof
4. where the Insurer is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity

## Section 6 – Eviction of Unauthorised Occupants

### Definitions

The following definitions relate to this section of the policy

**Appointed Representative** shall mean the solicitor or other suitably qualified person appointed to act for the Insured

**Court** shall mean a court tribunal or other appropriate authority

**Insured Incident** shall mean unauthorised occupancy of any PROPERTY insured under Section 1 Property Damage of the policy by a party other than one named on the Tenancy Agreement

**Legal Expenses** shall mean fees costs and disbursements incurred by the Appointed Representative together with the costs of any other party involved in the Legal Proceedings provided the Insured is legally responsible for such costs This includes costs incurred in an out of court settlement to which Insurer(s) have agreed but does not include any damages fines or penalties the Insured has to pay

**Legal Proceedings** shall mean a legal action to protect the Insureds rights in a dispute

**Tenancy Agreement** shall mean an agreement with a Tenant to occupy a PROPERTY in return for the payment of rent

**Tenant** shall mean the party whose name is stated on the Tenancy Agreement

**Territorial Limits** shall mean the United Kingdom of Great Britain and Northern Ireland the Isle of Man and the Channel Islands

### The Cover

The Insurer(s) will indemnify the Insured for Legal Expenses

incurred in Legal Proceedings actioned in the Territorial Limits to regain possession of PROPERTY subject to an Insured Incident

Provided that the maximum amount payable shall not exceed the Limit of Indemnity shown in the Policy Schedule

### General Conditions Relating to this Section

#### Reasonable Precautions

The Insured shall take all reasonable precautions to avoid any PROPERTY becoming occupied by any party other than the Tenant

#### Claims Handling

All claims under this section of the policy shall be handled directly by the Insurer(s) or by a Company authorised by them

### Claims Conditions Relating to this Section

#### Notification of Claims – Action by the Insured

The Insured must notify the Insurer(s) immediately on becoming aware of the unauthorised occupation of any PROPERTY

#### Consent to pay Legal Expenses

Consent to pay Legal Expenses in excess of £5,000 any one Insured Incident must be obtained in writing from Insurer(s)

Consent will be given if the Insured can satisfy Insurer(s) that there are reasonable prospects of successfully pursuing the Legal Proceedings

The decision to grant consent will take into account the advice of the Insureds Appointed Representative as well as that of Insurer(s) own advisors Insurer(s) may require at the Insureds expense an opinion of Counsel on the merits of the Legal Proceedings If the claim is subsequently admitted the Insureds costs in obtaining such an opinion will be covered under this Insurance

If the Insured decides to commence or continue Legal Proceedings for which Insurer(s) have denied support and is successful Insurer(s) will pay Legal Expenses as if consent had been given in the first instance

### Arbitration

Any dispute between the Insured and Insurer(s) shall be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within the Territorial Limits

All costs of the arbitration shall be met in full by the party against whom the decision is made If the decision is made in favour of Insurer(s) the Insureds costs shall not be recoverable under this Insurance This procedure does not prejudice any right of the Insured to have recourse to any other complaints procedure to which Insurer(s) subscribes or to the Courts

## Conduct of Legal Proceedings

### a. Nomination of the Appointed Representative

In the period before Insurer(s) can agree that Legal Proceedings are necessary Insurer(s) may take on and conduct in the Insureds name any negotiations on behalf of the Insured The Insured must agree to a settlement which is reasonable

If Insurer(s) agree that Legal Proceedings are necessary but they are not able or the Insured does not wish them to act for them Insurer(s) will agree with the Insured an Appointed Representative to act for the Insured Insurer(s) will suggest a shortlist of representatives who will be willing and able to act for the Insured and the Insured can choose an Appointed Representative from this shortlist If the Insured prefers not to use an Appointed Representative from this shortlist Insurer(s) will consider the Insureds choice

The Insured will need to satisfy Insurer(s) that the chosen Appointed Representative has the necessary expertise to deal with the Legal Proceedings and will not charge more for the Legal Proceedings than a representative on the shortlist unless the Insured is willing to pay the difference between the Insureds chosen Appointed Representatives fees and those of a representative on the shortlist In some circumstance Insurer(s) may not accept the Appointed Representative that the Insured has suggested but Insurer(s) will explain why Any dispute arising from the nomination procedure may be referred to arbitration as provided for above

In selecting the Appointed Representative the Insured shall have regard to the common law duty to minimise the cost of any Legal Proceedings In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured

### b. All information must be given to the Appointed Representative

The Appointed Representative must be given all information and assistance required This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insureds possession The Insured must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested

### c. Access to the Appointed Representative

Insurer(s) are entitled to obtain from the Insureds Appointed Representative any information document or advice relating to Legal proceedings whether or not privileged On request the Insured will give any instructions necessary to ensure such access

### d. Instruction of Counsel or Appointment of Expert Witnesses

If in the course of Legal Proceedings the Appointed Representative wishes to instruct Counsel or appoint expert witnesses Insurer(s) will not unreasonably withhold consent The names of counsel or the expert witnesses must be

submitted to Insurer(s) together with an explanation of the necessity for such action

### e. Offer of settlement

The Insured must inform Insurer(s) in writing as soon as an offer to settle Legal proceedings or an indication of a payment into court is received The Insured must not enter into any agreement to settle without Insurer(s) prior written consent

### f. Payment of Legal Expenses

All communications relating to any Legal Proceedings which the Insured receives from the Appointed Representative should be forwarded to Insurers without delay Bills must be certified by the Insured to the effect that the charges have been properly incurred and that Insurer(s) is authorised to settle on the Insureds behalf Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied

If requested the Insured must ask the Appointed Representative to submit the bill of costs for taxation or certification by the appropriate Law Society or Court in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1972

The provision of indemnity for any Legal Expenses does not imply that all Legal Expenses will be paid If the Insured is in doubt Insurer(s) should be consulted

The Insured must not without Insurer(s) written consent enter into any agreement with the Appointed Representative as to the payment of Legal Expenses Any consent may be withdrawn at any time

### g. Recovery of costs and expenses

The Insured through the Appointed Representative shall be responsible for the repayment to Insurer(s) of any award of costs in favour of the Insured or any costs agreed to be paid to the Insured as part of any settlement

## Appeal Procedure

If the Insured wishes to appeal against the judgement of a Court reasons must be submitted to Insurer(s) and its consent obtained This application must be sent by recorded delivery at least ten working days before the final date for lodging the appeal The Insured will be informed of Insurer(s) decision If Insurer(s) so requires the Insured must co-operate in an appeal against the judgement of a Court

## Exclusions

This section of the Policy does not cover  
**Pre-Existing Conditions**

Legal Proceedings arising out of the unauthorised occupation of any PROPERTY where such unauthorised occupation occurred prior to the inception of this insurance

**Fraud or Dishonesty**

Defending any Legal Proceedings arising from or relating to any actual or alleged dishonesty fraud or malicious conduct of the Insured unless such Legal Proceedings are successfully defended

## General Conditions

### 1. Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer(s)

### 2. Cancellation Clause

This Policy may be cancelled by the Insured or the Insurer(s) sending 45 days notice by Recorded Delivery Letter to LREAC and the Insured shall be entitled to a pro rata return of premium calculated from the date of the cancellation

### 3. Compliance (not applicable to Section 4 - Employers Liability)

No claim under this Policy shall be payable unless all the terms provisions and conditions of this Policy have been complied with by the Insured and/or any other party seeking indemnity under this Policy

Any payment already made in respect of any claim for which the Insurer(s) are not liable due to non-compliance with the terms provisions and conditions of this Policy shall be repaid to the Insurer(s) forthwith

### 4. Fraud

If the Insured or anyone acting for the Insured or with the Insureds connivance makes a fraudulent claim under this policy the Insurer(s)

- a. Have the right not to pay the claim
- b. May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim
- c. May by notice to the Insured treat the Policy as having been terminated with effect from the time of the fraudulent act
- d. Need not return any premiums paid

If the Policy is issued in the name of more than one insured party each operating as a separate and distinct entity this Condition applies only to the claim made by the insured party (including all joint insureds and interested parties associated with them) that has made the fraudulent claim

### 5. Duty of Fair Presentation

The Insured have a duty to make a fair presentation of risk

The Insured and Insurer(s) have all rights and remedies provided by the Insurance Act 2015

### 6. Reasonable Precautions

The Insured shall endeavour to

- a. take reasonable precautions to prevent or minimise DAMAGE accident incident and INJURY
- b. comply with all statutory requirements and other

safety regulations imposed by any authority

### 7. Subrogation

The Insured shall at the request and expense of the Insurer(s) take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Insurer(s)

## Insureds Duties

1. In the event of DAMAGE loss of RENT or any accident or INJURY which may give rise to a claim the Insured shall
  - i. notify the Insurer(s) as soon as reasonably practical
  - ii. notify the Police as soon as reasonably practical in the event of any DAMAGE being caused by malicious persons theft or accidental loss which may give rise to a claim
  - iii. deliver to the Insurer(s) at the Insureds expense information evidence or assistance as required including details of any other insurances covering the PROPERTY accident or INJURY such information to be provided
    - a. within 60 days after the DAMAGE (7 days in the case of DAMAGE caused by an any criminal or malicious act or riot) or within such further time as the Insurer(s) may allow
    - b. immediately in respect of any accident or INJURY
  - iv. provide where demanded a statutory declaration of the truth of the claim and of any matters connected with it
  - v. carry out with due diligence and permit to be taken reasonable action to prevent further DAMAGE to minimise any interruption of or interference with the BUSINESS or to avoid or reduce the loss
  - vi. notify the Insurer(s) in writing as soon as reasonably practical in the event that they have knowledge of any impending prosecution inquest or fatal inquiry or civil proceedings in connection with any occurrence for which there may be liability and forward to the Insurer(s) every relevant document
2. The Insured shall notify the Insurer(s) of any writ summons process or other documentation immediately and shall not negotiate pay settle admit or repudiate liability without the written consent of the Insurer(s)

Except with the written consent of the Insurer(s) no person shall be entitled to represent or admit liability or offer promise of payment on behalf of the Insurer(s) the Insured or any person claiming indemnity under this Policy

## Insurers Rights

1. The Insurer(s) shall be entitled to conduct the defence or settlement of any claim and to instruct solicitors of the Insurer(s) choice to act for the Insured in any civil or criminal proceedings arising from any event giving rise to the claim
2. The Insurer(s) and any person authorised by them may enter any PREMISES where DAMAGE has occurred and take possession of or require to be delivered to the Insurer(s)

any PROPERTY insured and deal with it in any reasonable manner without thereby incurring liability or diminishing any of the Insurer(s) rights under this Policy

3. The Insured is not entitled to abandon any insured PROPERTY to the Insurer(s) whether or not the Insurer(s) has taken possession of such PROPERTY
4. The Insurer(s) may take the benefit of the Insured's rights against another person before or after the Insurer(s) has paid a claim
5. The Insurer(s) is entitled to take over and conduct the defence or settlement of any claim
6. If the Insured hinders or obstructs the Insurer(s) or does not comply with the Insurer(s) requirements in the exercise of the Insurer(s) rights the Policy shall be voidable at the Insurer(s) option and all benefit under it forfeited
7. The Insurer(s) may at their option rebuild or restore the BUILDINGS destroyed or portions damaged but without being bound to rebuild or restore the BUILDINGS exactly or completely and only as circumstances permit and in reasonably sufficient manner the Insured shall at its own expense provide all such plans documents books and information as may be reasonably required

## General Exclusions

This Policy does not cover

### Electronic Risk Exclusion

Applicable to sections 1 Property Damage and 2 Rent

This insurance does not cover DAMAGE or loss resulting from DAMAGE to

- a. Data which shall include but shall not be limited to
  1. DAMAGE to or corruption of Data whether in whole or in part
  2. unauthorised appropriation of use of access to or modification of Data
  3. unauthorised transmission of Data to any third parties
  4. DAMAGE arising out of any misinterpretation use or misuse of Data
  5. DAMAGE arising out of any operator error in respect of Data
- b. any items insured arising directly or indirectly from
  1. the transmission or impact of any virus
  2. unauthorised access to a System
  3. interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
  4. failure of a System
  5. anything described in (a) above

but in respect of (b)1) (b)2) (b)3) and (b)4) this shall not exclude subsequent DAMAGE or loss resulting from subsequent DAMAGE which itself results from a cause not otherwise excluded provided that such DAMAGE does not arise by reason of any malicious act or omission

### Exclusion Definitions

**Damage** means loss or destruction or damage

**Failure of A System** means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities

**Microchip** means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers

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

**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 and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

Applicable to sections 3 Property Owners Liability

### Definitions

**A** The definition of PROPERTY contained in the Policy is amended to read

Property shall mean material property but shall not include Data

**B** A new Definition is added to the Policy

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Subject otherwise to all the terms Exclusions and Conditions of the Policy

### Radiation Risks

INJURY or DAMAGE to any PROPERTY whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- i. ionising radiations or contamination by radioactivity from

any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

As far as concerns INJURY caused to any EMPLOYEE of the Insured if such INJURY arises out of and in the course of employment or engagement of such person by the Insured this Exclusion shall apply only in respect of

- i. the liability of any PRINCIPAL
- ii. liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement

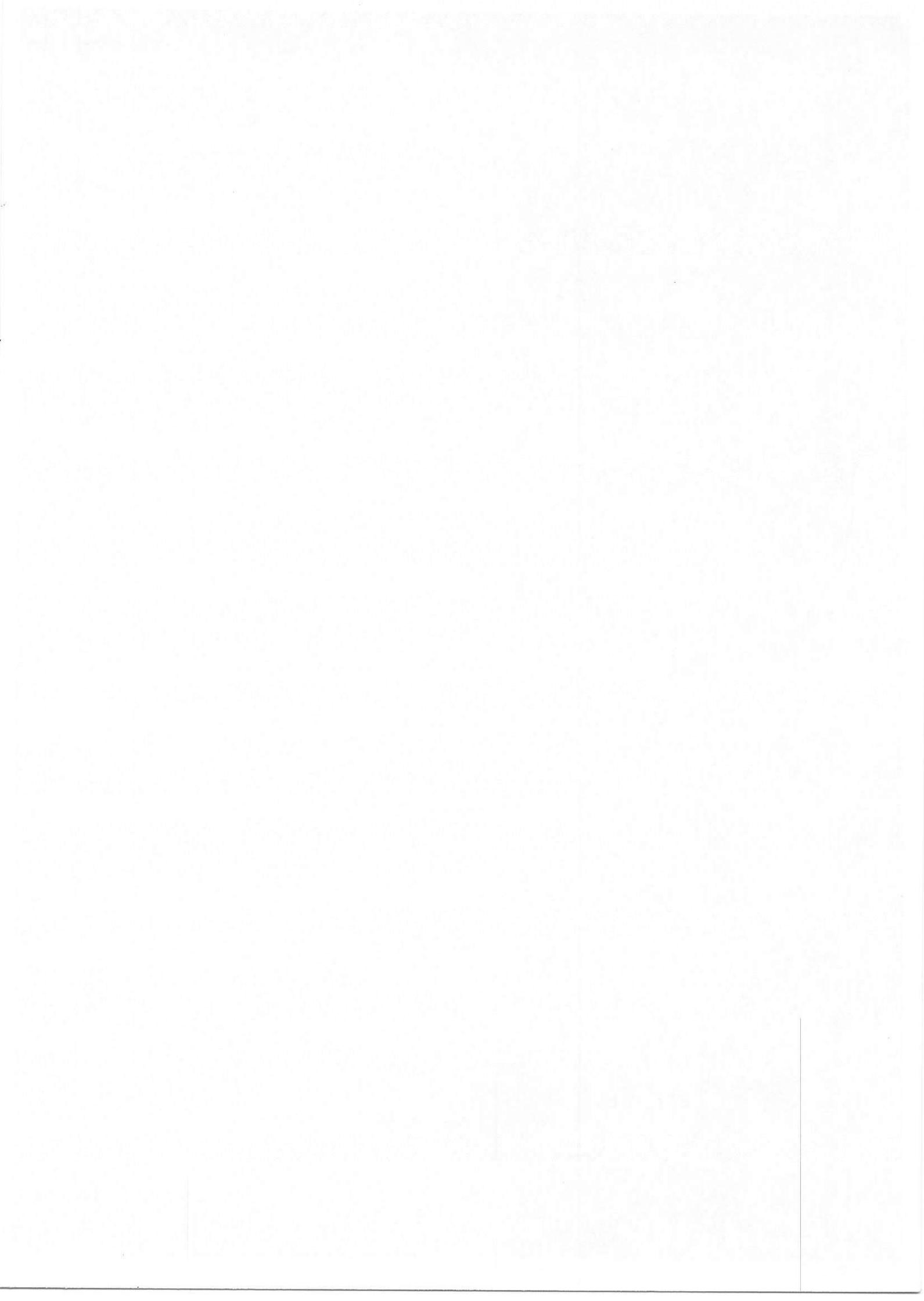
### **Sonic Bangs**

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

### **War and Allied Risks (not applicable to Section 4 - Employers Liability)**

INJURY or DAMAGE to any PROPERTY whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- i. riot or civil commotion except to the extent that it is specifically insured
- ii. war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power



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To be the worldwide value and service leader in insurance brokerage,  
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## **Our Goal**

To be the best place to do business and to work



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