

Penult Capital Partners Limited Property Policy Wording

25th March 2025



Gallagher

Insurance | Risk Management | Consulting

Real Estate UK Policy Wording

ARRANGED FOR

Penult Capital Partners Limited

BY

Gallagher

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GUIDANCE NOTES

The following Guidance Notes are provided for information only and do not form part of the Policy contracts

1. The Duty of Fair Presentation

Before this insurance contract is entered into the Insured must make a fair presentation of the risk to the *Insurer(s)* in accordance with Section 3 of the Insurance Act 2015

In summary the Insured must

- a) disclose to the *Insurer(s)* every material circumstance which the Insured knows or ought to know

Failing that the Insured must give the *Insurer(s)* sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances

A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk or the terms of the insurance (including premium) and

- b) make the disclosure in clause a) above in a reasonably clear and accessible way and
- c) ensure that every material representation of fact is substantially correct and that every material representation of expectation or belief is made in good faith

For the purposes of clause a) above the Insured is expected to know the following

- a) If the Insured is an individual what is known to the individual and anybody who is responsible for arranging his or her insurance
- b) If the Insured is not an individual, what is known to anybody who is part of the Insured's senior management or anybody who is responsible for arranging the Insured's insurance
- c) Whether the Insured is an individual or not what should reasonably have been revealed by a reasonable search of information available to the Insured

The information may be held within the Insured's organisation or by any third party (including but not limited to the broker subsidiaries affiliates or any other person who will be covered under the insurance)

If the Insured is insuring subsidiaries affiliates or other parties the *Insurer(s)*

expects that the Insured will have included them in its enquiries and that the Insured will inform the *Insurer(s)* if it has not done so

The reasonable search may be conducted by making enquiries or by any other means

2. Unoccupied Property

If a property becomes unoccupied in whole or in part the following precautions should be implemented

- Mains services of Gas or Electricity should be isolated and disconnected other than to maintain security lighting and heating systems with disconnection of the supply to be made in such a way as to avoid easy reconnection by intruders
- Portable heaters should be permanently removed from the property
- Storm water drainage and valley gutters should be inspected and cleaned as soon as the property becomes unoccupied and annually thereafter
- Unfixed combustible materials both inside the property and within the perimeter fence should be removed
- Tanks containing flammable liquid should be drained unless used to fuel any central heating system which is being maintained during the winter period described above
- The contents of silos and hoppers containing combustible material should be emptied and removed from the site
- The integrity of fences gates and boundary walls should be maintained and site gates and entry and exit doors should be secured by good quality locks
- Letter boxes should be sealed and accessible windows and rooflights regardless of the level at which they are installed should be secured
- Existing intruder alarms and fire protection systems should be operational and maintained in efficient working order during the period of unoccupancy with existing central station connections being maintained and existing maintenance contracts continued
- Internal and external inspections should be undertaken at least weekly to ensure that the building or unoccupied portion is secure and that no damage has

- occurred. Such inspections should be recorded in writing or full time 24 hour security should be in operation

If a property becomes unoccupied in whole or in part the following precautions should be implemented from 1st November to 31st March

- the central heating system should be kept in full working condition with controls set and maintained at an adequate level to prevent freezing and water pipes storage tanks and cisterns in unheated or exposed parts of the building should be adequately lagged or trace heated to reduce the risk of freezing or
- the water supply should be turned off at the mains and all water systems, except sprinklers, drained with disconnection of the supply to be made in such a way as to avoid easy reconnection by intruders
- wherever possible existing sprinkler protection should be maintained with weekly tests continued and the building should be heated to an adequate level to prevent freezing

NB – All sprinkler shutdowns with a duration of longer than 1 day should to be notified to Gallagher Real Estate

Insurer(s) must be notified of unoccupancy as this is a material fact and they may wish to survey and/or require increased security

3. Use of Heat

The following precautions should be complied with on each occasion of the use or application of heat (as defined below) taking place at the *Premises*

- a) Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders blow lamps blow torches hot air guns or hot air strippers
 - i) The area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition the opposite side of the wall or partition) should be cleared of all loose combustible material; other combustible material should be covered by sand or over-lapping sheets or screens of non-combustible material
 - ii) At least two adequate and appropriate portable fire extinguishers in proper working order should be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected
 - iii) A fire safety check of the working area should be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered
 - iv) Blow lamps and blow torches should be filled in the open and should not be lit until immediately before use and should be extinguished immediately after use
 - v) A person should be appointed by the Insured to act as an observer to watch for signs of smoke or smouldering or flames

Sub-paragraph v) does not apply to the application of heat by means of blow lamps blow torches hot air guns or hot air strippers

- b) Use of asphalt bitumen tar pitched or lead heaters
 - i) The heating should be carried out in the open in a vessel designed for the purpose and if carried out on a roof the

vessel should be placed on a non-combustible heat insulating base

4. Claims Procedure

To make a claim the matter must be reported in accordance with the instructions below

Property Damage

Damage to the buildings must be reported to Philip Paton at Sedgwick International UK as soon as reasonably practicable

Any claim involving Malicious Damage Theft Riot or Civil Commotion must also be reported to the Police within 7 days

The Insured must allow the nominated Loss Adjuster to attend the site to investigate the damage and discuss the scope of the repair works necessary

Liability

In the event of any claim arising where a third party holds you responsible for damage to their property or for bodily injury to them, and such damage or bodily injury has or is alleged to have occurred as a result of the operation of the buildings, it must immediately be reported to Ecclesiastical Insurance Office plc

Legal Liabilities

Insurer(s) must be given written notice as soon as possible of any potential or actual claim or any circumstances likely to result in a claim. Notifications should be sent to Philip Paton at Sedgwick International UK as soon as reasonably practicable

General Instructions

The Insured should not

take any action which will prejudice the position of the *Insurer(s)*

- make any admission of liability, nor make any promise of payment
- answer any documents or correspondence of any type received from the third party or their representative
- in respect of any plant or machinery involving a bodily injury claim
 - make any adjustment to or improvement to any parts concerned and they should be preserved
 - permit any inspection of any part of the plant or machinery without the consent of the *Insurer(s)*

- the Insured should take care to preserve any evidence which might be relevant in ascertaining liability

The Insured should

- Immediately forward to at Ecclesiastical Insurance Office plc any Writ Summons and any other legal or court documents served on you and any correspondence received from the third party or their representative

Emergencies

In the event of a major incident requiring immediate attention outside usual office hours, which are Monday to Friday, 9.00 a.m. to 5.00 p.m., please call the 24 hour Claims Helpline on +44 (0)345 850 0359

5. Loss Adjuster

Nominated Loss Adjuster:

Woodgate & Clark

Contact Address:

New City House
71 Rivington Street
London
EC2A 3AY

E-mail Address:

newclaim@woodgate-clark.co.uk

Emergency Helpline:

+44 (0)844 8261344



APPROVAL

The Policy contained in this document has been prepared and issued by Gallagher on behalf of the *Insurer(s)*

An insurance Policy is a legal document evidencing the contract between the Insured and the *Insurer(s)*

Please read this document carefully to ensure that the sums insured are appropriate and that the cover arranged is completely accurate and in accordance with your instructions

As part of our own quality procedures we seek your confirmation that the insurance cover arranged by us meets with your requirements

If it does not please let us know why within 30 days of the date of issue of this document. If we do not hear from you within 30 days it will be our understanding that the cover arranged by us is in accordance with your instructions and meets with your approval



Real Estate Policy

OPERATIVE CLAUSE

In consideration of payment of the premium the *Insurer(s)* in respect of the proportion set against their name will provide the insurance described in this Policy to the extent specified within the terms definitions cover clauses exclusions and conditions occurring during the Period of Insurance

The schedule endorsements and certificates of insurance form one document with this Policy

Signed for and on behalf of the Insurer(s)

Date:

Signature:

Ecclesiastical Insurance Office plc (EIO)

Reg. No. 24869.

Registered in England at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom.

EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

In order to maintain quality service telephone calls may be monitored or recorded

SCHEDULE OF *INSURER(S)*

Insurer(s)

Ecclesiastical Insurance Group plc

Reference

08 / IPO / 427847

Proportion

100%

PRIVACY NOTICE – Gallagher

Arthur J. Gallagher (UK) Limited is the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, reinsurers, other brokers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our privacy notice at <https://www.ajginternational.com/Privacy-Policy/>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

SCHEDULE

Wording

AJGUK Property Owners Wording

Policy Number

08 / IPO / 427847

Insured

Penult Capital Partners Limited

Composite Insured

As declared to *Insurer(s)*

Managing Agent

Firms Practices and individuals retained by the Insured for the purpose of managing the *Premises* insured

Period of Insurance

25th March 2025 – 24th March 2026

both days inclusive and any subsequent period for which the *Insurer(s)* accepts payment of a Premium

Insured Premises

Anything declared to Insurers owned leased hired or the responsibility of the Insured being *Buildings* land and sites owned or occupied by or for which the Insured and/or Managing Agents are responsible to or choose to insure and anywhere within the *Territorial Limits*

Operative Sections

Section 1 Property Damage	Included
Section 2 Rent	Included
Section 3 Terrorism	Not Included
Section 4 Property Owners and Products Liability	Included
Section 5 Employers Liability	Included
Section 6 Machinery Damage	Not Included

Sums Insured

Section 1 Property Damage

As declared to the *Insurer(s)*

Section 2 Rent

As declared to the *Insurer(s)*

Maximum Indemnity Period

Section 2 Rent

As declared to the *Insurer(s)*

Limit of Indemnity

Section 4 - Property Owners and Products

Liability Property Owners and Products

Liability: £25,000,000 any one *Event*

Section 5 Employers Liability

£10,000,000 any one *Event*

Excess

Section 1 Property Damage

As specified on the certificate of insurance applied separately to each *Event* at each *Premises*

Section 2 Rent

Nil

Section 4 Property Owners and Products Liability

£250 each and every *Event* for *Damage* to third party *Property* only

Section 5 Employers Liability

Nil

Premium

As agreed with *Insurer(s)*

Insurance Premium Tax

At relevant prevailing rate

CLAUSES

All limits are:

Any One *Event* or

Any One *Event* / Any One Period of Insurance
unless otherwise stated

General Policy Clauses

	Limit
Claims Preparation Limit	Not Insured
Failure of Other Insurances	£10,000,000 Any one <i>Premises</i> / £2,000,000 Any one unoccupied <i>Premises</i>
Inadvertent Omission to Insure	£10,000,000 Any one <i>Premises</i> / £2,000,000 Any one unoccupied <i>Premises</i>
Newly Acquired Property	£10,000,000/ £2,000,000 Any one unoccupied <i>Premises</i>

Section 1 Property Cover

Tenant's Debris Removal	Limit £500,000
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Section 1 Property Damage

Clause	Limit
Alternative Residential Accommodation	33 $\frac{1}{3}$ % of the Sum Insured
Bees/Wasps Nests Removal	£1,000
Continuing Hiring Charges	£50,000/ £50,000 in the aggregate
Contract Works Estimated Contract Price Any one <i>Event</i>	£500,000 £500,000
Diminution in Value	Not Insured
Enterprise Zone Allowance	Not Insured
Environmental Clause	£1,000,000
Eviction of Unauthorised Persons Expenses	£50,000
Exhibition Equipment	£10,000
Flood Resilience Expenses	Not Insured

Fly Tipping	£5,000/ £25,000 in the aggregate
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Frustrated Legal Costs	£20,000 Any one Period of Insurance
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Investigation Expenses	£10,000
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Involuntary Bailee	£25,000
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Land Not Otherwise Insured	Not Insured
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Landscaping	£100,000
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Locks and Keys	£15,000
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Loss of Investment Value	£250,000
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Loss of Metered Utility Supply	£50,000
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Loss Minimisation and Prevention Expenditure	£50,000
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Munitions	Not Insured
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Obsolete Building Materials	Not Insured
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Reinstatement of Data	£50,000
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Reinstatement to Match	£500,000
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Removal of Vermin	£10,000
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Statutory Enquiries	Not Insured
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Temporary Removal Plans documents drawings All Other <i>Property</i>	£50,000 £100,000 or 10% of the Sum Insured on the relevant buildings or contents of common parts item in any one period of insurance whichever is the lessor
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Trace and Access	£50,000
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Tree Felling and Lopping	£5,000/ £25,000
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Unauthorised Use of Public Utilities	£75,000
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Section 2 Rent

Clause	Limit
Additional Increased Costs of Working	Not Insured
Advanced Rent (Extension or Alteration)	Not Insured
Food Poisoning Defective Sanitation Vermin Murder or Suicide	£250,000
Loss of Attraction	£500,000
Loss of Attraction Anchor Tenants	£500,000
Managing Agents Premises	£1,000,000 or 20% of the rent receivable sum insured whichever is less
Prevention of Access (Non Damage)	£50,000
Public Utilities	£500,000

Section 1 Property Damage & Section 2 Rent

Clause	Limit
Archaeological Discoveries	£250,000
Automatic Cover from Exchange	£5,000,000
Supplementary Expenses	Not Insured
Capital Additions Newly Erected Alterations Additions Improvements Extensions	£10,000,000 £2,000,000 Any one Premises
Privity of Contract	£10,000,000 £2,000,000 Any one unoccupied Premises
Rising Water Table	Not Insured
Vacant Rate Clause	£25,000/ £100,000

Section 4 Property Owners and Products Liability

Clause	Limit
Compensation for Court Appearance	

directors or partners	£500
other <i>Employee(s)</i>	£250

Data Protection Act	£1,000,000
Any one <i>Event</i> and in the aggregate any one period of insurance	

Environmental Statutory Clean-Up Costs	£1,000,000
Any One Period of Insurance	

Financial Loss	£500,000
Any One Period of Insurance	

Legionellosis Liability	£1,000,000
Any one <i>Event</i> or Any One Period of Insurance	

Libel and Slander	£250,000
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Terrorism	Not Insured
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Section 5 Employers Liability

Clause	Limit
Compensation for Court Appearance	
directors or partners	£500
other <i>Employee(s)</i>	£250
Terrorism	Not Insured

Section 6 Machinery Damage

Clause	Limit
Cover	Not Insured
Damage to Own Surrounding Property	Not Insured
Debris Removal	Not Insured
Increased Cost of Working	Not Insured
Loss Avoidance Measures	Not Insured
Loss of Contents	Not Insured
Loss of Rental Income	Not Insured
Hired Plant	Not Insured
Hire of Replacement Plant or Machinery	Not Insured
Supplementary Expenses	Not Insured

GENERAL POLICY DEFINITIONS

Wherever the following words appear in the Policy in *italics* they will have the same meaning as defined below

Buildings

Buildings including but not limited to permanent temporary fixed and/or mobile buildings structures and/or foundations of any kind and/or

- tunnels earthworks or other natural or artificial features
- any machinery plant equipment
- aerials satellite dishes and communication equipment
- contents of common parts including gardening equipment and furniture works of art antiques and curios
- services
- fixtures fittings furniture decorations
- glass fixed glass
- signs
- devices
- landscaping plants
- goods
- fixed sanitaryware
- roads pavements paths drives and car parks

and/or any other associated ancillary peripheral and/or similar *Property* owned by and/or rented leased hired borrowed and/or loaned to and/or otherwise utilised and/or used by the Insured in connection with the *Business* and/or for which the Insured is otherwise responsible tenants improvements for which the Insured is and/or chooses to be responsible in at and/or on the *Premises* and in respect of gas water electric and telephone services extending to the public mains as specified in the Policy Schedule

Business

- Property owners of the *Insured Premises*
- Managers of the *Premises*
- Supply of the products and services in connection with ownership and management of the *Premises*
- Occupation and/or use of the *Premises* for purposes associated with ownership and management of the *Premises*
- Maintenance repair and/or cleaning of the *Premises*
- Provision and/or management of catering social sports and/or welfare operations

- Provision and/or management of fire security first aid and ambulance and medical services
- Private work undertaken with the prior consent of the Insured by *Employee(s)* for any director or senior official of the Insured
- Sponsorship and/or participation in and/or involvement in and/or on the organisation of events galas carnivals fetes corporate hospitality and/or exhibitions happening at the *Premises* or elsewhere in the United Kingdom including in the promotion of the *Buildings*
- Any other related activity as agreed by *Insurer(s)*

Composite Insured

Where any party is noted as being *Composite Insured* then cover shall apply in the same manner and to the same extent as if individual policies had been issued to each *Composite Insured* provided that the total liability of the *Insurer(s)* shall not exceed the sums insured and limits of indemnity including any inner limits in the Policy

Any payment or payments by the *Insurer(s)* to any one or more of the *Composite Insured* parties shall reduce their outstanding liability to the other *Composite Insured* parties to the extent of that payment

Computer System

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

Cyber Vandal

The person or persons whether identified or not responsible for or involved with creating a *Virus* or *Similar Mechanism* or a *Denial of Service Attack* unauthorised access to or use of *Computer Systems*

Damage

Accidental loss or destruction of or damage to the *Property* Insured

Data

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

user credentials websites or any information whatever

Data Storage Materials

Any materials or devices used for the storage or representation of *Data* including but not limited to disks tapes CD-ROMs DVDs memory sticks memory cards or other materials or devices which may or may not also constitute *Computer Systems*

Denial of Service Attack

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

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

Employee(s)

Any person who is

- under a contract of service or apprenticeship with the Insured
- engaged in connection with a work experience or training scheme
- hired to or borrowed by the Insured
- a voluntary helper
- self employed and working on a labour only basis under the control and supervision of the Insured
- a self employed person performing work under a similar degree of control and direction by the *Insured* as a person under a contract of service or apprenticeship with the *Insured*
- acting in the capacity of non executive director of the *Insured*
- an employee or director of any overseas subsidiary (or parent company) of the *Insured* whilst working for on behalf of the *Insured* or from Great Britain Northern Ireland the Channel Islands or the Isle of Man
- any person who is a prospective employee who is being assessed by the *Insured* as to their suitability for employment
- any person who is deemed to be an employee by a court of law in the United Kingdom

while working for and under the control or supervision the Insured in connection with the *Business*

Event(s)

Any one occurrence or all occurrences of a series at any one *Premises* consequent upon or attributable to one source or original cause

Excess/Excesses

The amount or amounts shown in this policy or Schedule which the Insured must pay for each and every claim

Failure

Any partial or complete reduction in the

- performance or
- availability or
- functionality or
- the ability to recognize or process any date or time

of any

- *Computer Systems*
- electronic means of communication
- web site

Injury

Bodily injury including mental injury death disease of illness

Insurer(s)

Ecclesiastical Insurance Group plc

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary of or damage to *Data* of whatsoever nature in whole or in part including but not limited to *Loss of Data* resulting from loss or damage to *Computers Systems* or *Data Storage Materials* including while stored on *Data Storage Materials*

Malicious Contingency

Riot civil commotion strikers locked out workers or persons taking part in labour disturbances Malicious persons other than thieves and *Cyber Vandals*

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

Pollution or Contamination

- a) pollution or contamination of *Buildings* or other structures or of water or land or the atmosphere
- b) all loss *Damage to Property* and *Injury* directly or indirectly caused by such pollution or contamination

Premises

Land and *Buildings* for the purposes of the *Business* detailed in the Schedule

Products

Any goods or other property (including their containers packaging labelling and instructions for use) sold supplied delivered installed erected repaired altered treated or tested by the Insured in connection with the *Business* and after such products have ceased to be in the charge or control of the Insured

Property

Property which is both material and tangible

Rent

Any amount including service charges paid and/or payable to and/or by the *Insured* in connection with the *Business*

Specified Event

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

Territorial Limits

Great Britain Northern Ireland the Isle of Man and the Channel Islands other than *Offshore*

Terrorism

For England Scotland and Wales Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of His Majesty's Government in the United Kingdom or any other government de jure or de facto

For Northern Ireland an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

For the Channel Islands and the Isle of Man an act of any person(s) 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 any government de jure or de facto

Virus or Similar Mechanism

Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with adversely affect infiltrate or monitor computer programs *Computer Systems Data* files or operations whether involving self-replication or not

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

GENERAL POLICY CONDITIONS

Alteration

This Policy shall be avoided if after inception

- a) there has been any alteration to the *Property* insured and/or the *Premises* and/or the *Business* after the effective date of this insurance which increases the risk of *Damage* liability or *Injury*
 - b) the interest of the Insured ceases except by death
- or
- c) the *Business* be wound up or carried on by a liquidator or receiver or permanently discontinued

unless otherwise agreed by the *Insurer(s)*

Assignment

The Insured shall not assign any of the rights or benefits under this policy or any section of this policy without *Insurer(s)* prior written consent

Insurer(s) will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this policy or any section of this policy

Cancellation

- 1) The Insured may cancel this Policy at any time after the date the *Insurer(s)* have received the premium by providing 30 days notice in writing to the *Insurer(s)*
- 2) The *Insurer(s)* may cancel this Policy by providing notice in writing to the Insured at the *Insureds* last known address if there is a default under any instalment agreement. In such case this Policy will end with effect from the beginning of the period in respect of which the instalment has not been paid
- 3) Where required by any finance agreement or any other contractual obligation *Insurer(s)* may cancel this Policy at any time by sending

not less than 30 days notice in writing to the Insureds last known address

The *Insurer(s)* will refund a proportionate part of the premium for the unexpired period but shall be entitled to deduct any claims paid or payable from any refund of premium due

Insurer(s) agree that prior to this Policy being cancelled any *Composite Insured* or other party as agreed with *Insurer(s)* will be provided with 30 days notice of such cancellation where *Insurer(s)* have been provided with full details of where such notification is to be sent

Financial or Trade Sanctions

No *Insurer(s)* shall be deemed to provide cover and no *Insurer(s)* shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that *Insurer(s)* to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

Fraud

If a claim made by the Insured or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim *Insurer(s)* may

- a) refuse to pay the claim
- b) recover from the Insured any sums paid by *Insurer(s)* to the Insured in respect of the claim
- c) by notice to the Insured cancel the policy with effect from the date of the fraudulent act without any return of premium

If *Insurer(s)* cancel the policy under c) above, then *Insurer(s)* may refuse to provide cover after the time of the fraudulent act

This will not affect any liability *Insurer(s)* may have in respect of the provision of cover before the time of the fraudulent act

In no event however shall any interest of any Insured in this Policy be affected except to the extent that an Insured was an active participant in the making of a claim for indemnity that they personally knew to be false or fraudulent, in

which event this Policy shall be void and of no effect whatsoever solely in respect of the interests of that Insured

Law Applicable

The Policy will be governed by the law of England and Wales unless the Insured and *Insurer(s)* have agreed otherwise

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 the Insured shall notify the *Insurer(s)* as soon as reasonably practicable after the Insured becomes aware of the increased risk of *Damage* and any additional premium required is paid to the *Insurer(s)*

Non-Disclosure Misrepresentation or Misdescription

The Insured is required to make a fair presentation of the risk to *Insurer(s)*

a) Before the policy was entered into

If the Insured breaches its duty to make a fair presentation of the risk to *Insurer(s)* before this Policy was entered into where the breach was deliberate or reckless may avoid this policy and refuse all claims and keep all premiums paid

Where the breach was neither deliberate nor reckless and but for the breach

- 1) *Insurer(s)* would not have agreed to provide cover under this Policy on any terms *Insurer(s)* may avoid this policy and refuse all claims but will return any premiums paid
- 2) *Insurer(s)* would have agreed to provide cover under this policy but on different terms (other than premium terms) *Insurer(s)* may require that this Policy includes such different terms with effect from its commencement

and/or

- 3) *Insurer(s)* would have agreed to provide cover under this Policy but would have charged a higher premium *Insurer(s)* liability for any loss amount payable shall be limited to the proportion that the premium *Insurer(s)* charged bears to the

higher premium *Insurer(s)* would have charged as outlined in Schedule 1 to the Insurance Act 2015

b) Before a variation was agreed

If the Insured breaches its duty to provide a fair presentation before any variation to this Policy is agreed and any such breach was deliberate or reckless *Insurer(s)* may cancel the Policy with effect from the date of the variation and keep all premiums paid

If the breach was not deliberate or reckless

- 1) If the *Insurer(s)* would not have agreed to the variation on any terms *Insurer(s)* may treat the Policy as though the variation was never made but will return any additional premiums paid
- 2) If the *Insurer(s)* would have agreed to the variation but on different terms (other than premium terms) *Insurer(s)* may require that the variation includes such different terms with effect from the date it was made

and/or

- 3) *Insurer(s)* would have agreed to the variation but would have increased the premium or would have increased it by more than did or would not have reduced it or would have reduced it by less than *Insurer(s)* did, *Insurer(s)* liability for any loss amount payable shall be limited on a proportionate basis as outlined in Schedule 1 to the Insurance Act 2015

Reasonable Precautions

The Insured shall

- a) take all reasonable precautions to prevent occurrences which may give rise to *Damage* or liability
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

GENERAL POLICY CLAUSES

Claims Preparation Expenses

This insurance extends to include reasonable expenses incurred by the Insured and/or Managing Agent for the external costs of auditors accountants architects engineers and other professionals for preparing presenting certifying and/or verifying a claim in excess of £100,000 (exclusive of such claims preparation costs) resulting from loss which would be payable under this policy limited to the amount stated in the schedule any one *Event*

Excluding costs incurred in respect of the use of

- a) solicitors lawyers or attorneys
- b) loss assessors or other professionals acting as a claims advocate and/or consultant or any subsidiary or associated entity retained by them for the purposes of assisting them
- c) the Insured's own employees

Failure of Other Insurances

This insurance extends to include premises within the *Territorial Limits* in which the Insured has an interest and which by the terms of an agreement with the Insured a third party has an obligation to insure

Provided that

- a) the amount payable shall only be the excess between the amount payable under the third party's insurance and/or otherwise recoverable from the third party and the amount that would have been payable under this Policy had the *Premises* been insured hereon
- b) the Insured has procedures in place to check that such third parties have effected adequate insurance
- c) on discovery of a failure to adequately insure the Insured shall as soon as reasonably practicable effect adequate insurance

The *Insurer(s)* liability under this provision is limited to the amount stated in the Schedule any one *Premises*

Inadvertent Omission to Insure

This insurance extends to include any premises within the *Territorial Limits* for which the Insured has the obligation to insure but which has been inadvertently left uninsured provided that when such an omission is discovered the Insured shall immediately advise the *Insurer(s)* and will pay such additional premium as may reasonably be required from the time the Insured became responsible

The *Insurer(s)* liability for *Buildings* and Loss of *Rent* under this provision is limited to the amount stated in the Schedule any one *Premises*

Newly Acquired Property

This insurance extends to include insofar as they are not otherwise insured any newly acquired *Buildings* and loss of *Rent* limited to the amounts stated in the Schedule in respect of any one *Premises* within the *Territorial Limits* from the date the Insured becomes responsible for the insurance.

Provided that

- d) the Insured shall give particulars of such additions as soon as practicable from the date that the Insured acquired its interest in the *Premises*
- e) the Insured will pay the appropriate additional premium from the date from which the Insured is responsible for the insurance

limited to the amount stated in the Schedule any one *Event*

GENERAL CLAIMS CONDITIONS

Arbitration

If any difference arises as to the amount to be paid under this Policy Section 1 Property Damage and/or Section 2 Rent of 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)*

Contribution and Average or Underinsurance

- a) If at the time of any *Damage* there is any other insurance effected by or on behalf of the Insured covering any of the *Property* insured lost destroyed or damaged the liability of the *Insurer(s)* shall be limited to its rateable proportion
- b) If the other insurance is subject to a Condition of Average or Underinsurance and this Policy is not this Policy will become subject to the same Condition of Average or Underinsurance
- c) If the *Property* insured covered by the other insurance is subject to provision excluding proportional payment in whole or in part the payment the *Insurer(s)* make will be limited to the proportion of *Damage* that the Sum Insured bears to the value of the *Property*

Provided that a) to c) above shall not apply to the Property Owners and Products Liability Section and to the Employers Liability Section of this Policy

If the insurance provided by the Property Owners and Products Liability Section and the Employers Liability Section is also covered by another policy (or would be but for the existence of these Sections) the *Insurer(s)* will only indemnify the Insured in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected

Insured's Duties

In the event of any claim Insured shall

- a) Give Notice
 - i) notify the *Insurer(s)* as soon as is reasonably practicable but in any event within 30 days
 - ii) notify the Police immediately in the event of any *Damage* caused by malicious persons and/or theft or attempted theft which may give rise to a claim
 - iii) notify the Police within 7 days in the event of any *Damage* caused by riot, civil commotion, strikers and locked-out workers
 - iv) notify the *Insurer(s)* in writing as soon as is reasonably practicable when they have knowledge of any impending prosecution inquest or inquiry in connection with any *Event* for which there may be liability
- b) Not Admit Liability

not negotiate pay settle admit and/or repudiate liability without the written consent of the *Insurer(s)*
- c) Minimise Loss

carry out with due diligence and permit to be taken reasonable action to minimise any interruption of or interference with the *Business* or to avoid or reduce the loss
- d) Forward Writs

forward to the *Insurer(s)* unacknowledged any writ summons process or other documentation immediately
- e) Provide Information

deliver to the *Insurer(s)* at the Insured's expense as soon as is reasonably practicable

 - i) information evidence and particulars of the claim
 - ii) any proofs books of account and other business books vouchers invoices balance sheets and other documents explanation and evidences as may be reasonably required by the *Insurer(s)* for

the purpose of investigating or verifying the claim

- iii) details of any other insurances covering the *Property* accident or *Injury*
- iv) provide where demanded a statutory declaration of the truth and any matters connected with the claim

No claim shall be payable under this Policy unless the terms of this condition have been complied with

Insurer(s) Rights

a) Possession of *Property*

The *Insurer(s)* 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

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*

b) Control of Claims

The *Insurer(s)* shall be entitled to

- i) take over and 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 a claim
- ii) take the benefit of the Insured's rights against another person before or after the *Insurer(s)* has paid a claim
- iii) pay the Insured at any time, an amount equal to the Limit of Indemnity or any lower amount for which the claim can be settled, after deduction of any sum already paid. *Insurer(s)* may then give up control of and have no further liability in connection with the claim

c) Subrogation

Any claimant under this Policy 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)*

d) Non Compliance

No claim shall be payable under this Policy unless the terms of this condition have been complied with

SECTION 1 PROPERTY DAMAGE COVER

(Only applicable if shown as operative in the Schedule)

Basis of Settlement

In the event of *Damage* not otherwise excluded during the Period of Insurance the *Insurer/s* will pay up to the sums insured in accordance with one of the following basis of settlement

a) Reinstatement (Day One Basis)

In the event of *Damage* at the Insured's option the basis upon which the amount payable in respect of the *Buildings* is to be calculated will be the reinstatement of the *Buildings*

Reinstatement shall mean

- a) rebuilding or replacement which provided the liability of *Insurer(s)* is not increased may be carried out in any manner suitable to the requirements of the Insured or upon another site
- b) repair or restoration

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

Declared Value shall mean the Insured's assessment of the cost of reinstatement of the *Buildings* at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with due allowance for fees debris removal costs Public Authority European Union Legislation Act of Parliament and similar requirement compliance

Special Conditions

- a) If at the time of *Damage* the Declared Value is less than the total cost of reinstatement at the inception of any Period of Insurance then *Insurer(s)* liability for any *Damage* will not exceed that proportion thereof which the Declared Value bears to such total cost of reinstatement
- b) The liability of the *Insurer(s)* for the repair or restoration of *Buildings* suffering partial *Damage* will not exceed the amount which would have been payable had such *Property* been wholly destroyed

- c) No payment beyond the amount which would have been payable in the absence of this Memorandum will be made
 - i) unless reinstatement commences and proceeds without unreasonable delay
 - ii) until the cost of reinstatement has actually been incurred
 - iii) if the *Buildings* at the time of its *Damage* is insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement

All the terms and conditions of this policy shall apply in respect of any claim payable under the provisions of this Memorandum except insofar as they are varied hereby

Where by reason of

- a) any of the above Special Conditions no payment is to be made beyond the amount which would have been payable under this Section if this Memorandum had not been incorporated therein

or

- b) the Insured elect not to rebuild the *Buildings* in a condition equal to but not better or more extensive than its condition when new

then the provisions of this Memorandum are cancelled and the rights and liabilities of the *Insurer(s)* and the Insured in respect of the *Damage* shall be subject to the terms and conditions of the Policy including the following Condition of Average

The insurance by each item of the *Buildings* is declared to be subject to Average i.e. if the *Property* covered shall at the breaking out of any *Damage* insured hereby be collectively of greater value than 115% of the Declared Value stated in the Schedule then the Insured shall be considered as being its own insurer for the difference and shall bear a rateable share of the loss accordingly

b) Indemnity Value

the cost of rebuilding being the cost incurred in rebuilding the *Buildings* or of restoring the damaged parts of other items specified to a condition substantially the same as but not better or more extensive than the condition when new less an appropriate deduction for wear and tear (if agreed with *Insurer(s)*)

c) Additional Costs of Debris Removal

In respect of *Premises* insured for Additional Costs of Debris Removal only Insurers liability shall be limited to the difference between such costs and those which would have been incurred had the *Damage* not occurred

or

d) Loss of Market Value

if the Insured elects not to rebuild or restore the *Buildings* the reduction in market value of the *Buildings* immediately following the *Damage* solely as a result of the *Damage* but not exceeding the amount which would have been payable had the *Buildings* been rebuilt or repaired

The *Buildings* may be rebuilt or restored in any manner suitable for the Insureds requirements subject to the liability of *Insurer(s)* not being increased

Underinsurance

Underinsurance shall not apply if in the event of *Damage* the Insured provides evidence of a valuation having been carried out by and/or under the supervision of an accredited member of the Royal Institute of Chartered Surveyors' professional valuer at least once every four years and the Declared Value having been adjusted accordingly with an uplift applying in the intervening years to reflect prevailing inflation

If such a valuation cannot be evidenced and the total of the Declared Value for all *Buildings* insured is less than the total cost of reinstatement for all *Buildings* insured at the inception of each Period of Insurance then *Insurer(s)* liability for any loss shall be limited to that proportion of the amount otherwise payable which the total Declared Value on *Buildings* bears to the total cost of reinstatement

Debris Removal

The cover for *Buildings* includes an amount in respect of costs necessarily and reasonably incurred with the consent of the *Insurer(s)* in

- a) removing debris dismantling demolishing

- b) shoring up and/or propping up weatherproofing securing fencing off or making safe

- c) clearing cleaning and repairing drains gutters sewers and other utility services under and over ground

- d) cleaning up pollution or contamination excluding pollution or contamination which existed prior to the *Damage*

from the *Premises* and the area immediately adjacent to it following *Damage*

excluding

- a) any costs or expenses incurred in removing debris except from the site of the *Property* suffering *Damage* and the immediately adjacent area
- b) any costs or expenses arising from pollution or contamination of *Property* not insured by this Policy
- c) any costs more specifically insured

provided that in respect of pollution or contamination the *Insurer(s)* liability arising from the removal of debris from roads pavements paths drives and car parks shall not exceed

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

Debris Recycling

The cover for *Buildings* includes additional expenses incurred with the consent of *Insurer(s)* to sort segregate and transport recyclable debris to recycling facilities following *Damage*

European Union and Public Authorities (including Undamaged Property)

The cover for *Buildings* extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of

- a) European Union Legislation or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or
- c) Bye-Laws of any Public Authority



(hereinafter referred to as "the Stipulations") in respect of

- i) the lost destroyed or damaged *Property* hereby insured
- ii) undamaged portions thereof
- iii) any water supply equipment at the *Premises* supplying the sprinkler installation in undamaged portions of the *Premises*

excluding

- a) the cost incurred in complying with the Stipulations:
 - i) in respect of *Damage* occurring prior to the granting of this extension
 - ii) in respect of *Damage* not insured by this Policy
 - iii) under which notice has been served upon the Insured prior to the happening of the *Damage*
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of *Property* entirely undamaged by any peril hereby insured against
- b) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the *Property* or by the owner thereof by reason of compliance with the Stipulations

Special Conditions

- 1) If the liability of the *Insurer(s)* under (any item of) this Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the *Insurer(s)* under the extension (in respect of any such item) shall be reduced in like proportion
The total amount recoverable under any item of this Policy in respect of this extension shall not exceed
 - a) in respect of the lost destroyed or damaged *Property* its Sum Insured
 - b) in respect of undamaged portions of *Property* (other than foundations) 20%

of the total amount for which the *Insurer(s)* would have been liable had the *Property* insured by the item at the premises where the *Damage* has occurred been wholly destroyed

- 2) The total amount recoverable under any item of this Policy shall not exceed its Sum Insured

Fees

The cover for *Buildings* extends to include an amount in respect of architects' surveyors' legal and consulting engineers' fees whether *Employee(s)* of the Insured or not and other professional 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 is itself a Subsidiary necessarily and reasonably incurred in reinstatement following *Damage* including management and supervision of reinstatement where the fees are in respect of additional work which would not have been necessary had the *Damage* not occurred but not for the preparation of any claim

Tenants Debris Removal

The cover for *Buildings* extends to include costs unless otherwise insured necessarily and reasonably incurred with the consent of the *Insurer(s)* in removing from the *Premises* the debris of the contents not being the property of the Insured following *Damage*

Limited to the amount stated in the Schedule and one *Event*

Value Added Tax

The cover for *Buildings* extends to include Value Added Tax paid by the Insured (including self supply Value Added Tax where appropriate) which is not subsequently recoverable

Provided that

- a) the Insured's liability for such tax is raised solely as a result of the reinstatement and/or repair of the *Premises* to which such item relates following *Damage*
- b) the *Insurer(s)* have paid and/or have agreed to pay for such *Damage*
- c) if any payment made by the *Insurer(s)* in respect of the reinstatement and/or repair of such *Damage* shall be less than the actual cost of the reinstatement and/or repair any



payment under this clause resulting from the *Damage* shall be reduced in like proportion

- d) the Insured's liability for such tax does not arise from the replacement *Premises* having greater floor area than and/or being better and/or more extensive than the destroyed and/or damaged *Premises*
- e) where an option to reinstate on another site is exercised the *Insurer(s)* liability shall not exceed the amount of tax that would have been payable had the *Premises* been rebuilt on its original site
- f) the *Insurer(s)* liability shall not include amounts payable by the Insured as penalties and/or interest for non-payment and/or late payment of tax
- g) terms to the contrary elsewhere in this Policy are over-ridden as follows in respect of those items to which this clause applies
 - i) for the purposes of the costs shall be exclusive of Value Added Tax
 - ii) the *Insurer(s)* liability may exceed the total Sum Insured where such excess is solely in respect of Value Added Tax
- h) the Insured takes all reasonable precautions to include non recoverable Value Added Tax within the Declared Values

SECTION 1 PROPERTY DAMAGE CLAUSES

Alternative Residential Accommodation

This insurance extends to include the necessary and reasonable costs of comparable alternative accommodation including temporary furniture storage transit and/or accommodation for domestic pets incurred by any owner tenant and/or lessee of any private dwellings and/or blocks of flats and/or other *Premises* used for residential occupancy in the event of the *Premises* being uninhabitable and/or access being prevented due to any *Damage* insured by this Policy and until the *Premises* is habitable and/or accessible

The *Insurer(s)* will pay up to the limit as stated in the Schedule on the *Buildings* of the portion of such *Premises* used for residential occupancy

Bees/Wasps Nests Removal

This insurance extends to include the necessary and reasonable costs and expenses with the *Insurer(s)* prior consent in removing wasps or bees nests from any *Buildings* but excluding the costs and expenses of removing any nests which were already in the *Buildings* before the inception of this Policy for an amount not exceeding the limit as stated in the Schedule any one *Event*

Clearance of Drains

This insurance extends to include costs and expenses necessarily and reasonably incurred by the Insured 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*

Continuing Hiring Charges

In the event of *Damage* at the *Premises* where the Insured are liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of *Property* for which the Insured are responsible and which is not otherwise insured the *Insurer(s)* will pay such charges actually and reasonably incurred subject to the limit as stated in the Schedule any one *Event* and in any one Period of Insurance

Contract Works

The insurance by each item on *Buildings* includes any contract works and unfixed goods and materials introduced to the site of the *Buildings* for the purposes of alterations or improvements to the *Buildings* for which the Insured has contracted to arrange cover in addition *Insurer(s)* will indemnify the Insured in respect of the cost of rewriting or redrawing of plans drawings or other contract documents following *Damage* subject to the estimated contract price not exceeding the limit as stated in the Schedule and subject to an overall limit as stated in the Schedule any one *Event*

The insurance by this provision only applies insofar as the *Property* is not otherwise insured

The interest of contractors and/or sub-contractors and/or suppliers-on-site is noted in this Policy including on a joint insured basis as may be required under contract provided 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 and in respect of parties included on a joint insured basis for any single contract in excess of £500,000 not later than 60 days after the *Damage*

Designation of Property

For the purpose of determining where necessary the item under which any *Property* is insured the *Insurer(s)* agrees to accept the designation under which such *Property* has been entered in the Insured's books or which has been used by the Insured in computing the Sums Insured hereunder

Diminution in Value

Where following *Damage* to *Buildings* or to third party *Buildings* in the vicinity and there is a subsequent reduction in sale price achieved on a *Premises* offered for sale on the open market prior to the *Damage* this insurance extends to include the difference in prior and post *Damage* value

The amount payable shall be substantiated by a practising member of the Royal Institute of Chartered Surveyors whose appointment shall be agreed by the Insured and the *Insurer(s)* and due allowance shall be taken of all other sums recovered in respect of *Damage* under the insurance and from any other source

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

- a) the *Buildings Sum Insured* for that *Premises* at the date of the *Damage*
- b) the limit as stated in the Schedule

Emergency Services

This insurance extends to include *Damage* resulting from the actions of the emergency services including deliberate acts where such deliberate acts are for the purpose of safeguarding human life and/or minimising *Damage*

Enterprise Zone Allowances

This insurance extends to indemnify the Insured where a *Building* situated in an area formerly designated an enterprise zone by the Government suffers *Damage* and the amount payable as indemnity shall be

- a) in respect of *Buildings* where the Insured has claimed in whole or in part the Enterprise Zone Allowances available

the amount of such allowances the Insured are required to repay as tax to the Inland Revenue

- b) in respect of any Enterprise Zone Allowances to which at the date of the *Damage* the Insured would have been entitled

the amount of Enterprise Zone Allowance unclaimed

provided that

- 1) the Insured's liability to pay tax arises solely as a result of payment by the Insurers of the amount of loss in accordance with the provisions of the insurance
- 2) the *Insurer(s)* shall not be liable for any tax liability
 - arising out of any improvements or betterment to the *Building* during the reinstatement of the *Damage*
 - due to reinstatement taking place at a difference site
- 3) the amount payable hereunder shall be reduced by the amount of any other tax concessions or allowances available to the

Insured which but for the *Damage* and its subsequent reinstatement would not have been accrued

- 4) if the Limit of Liability is less than the Insurable Amount by this Item then the amount payable shall be proportionately reduced
Insurable Amount shall mean

- a) in respect of *Buildings* where the Insured has claimed in whole or part the Enterprise Zone Allowances available the potential tax liability from loss of Enterprise Zone Allowances at the commencement of the period of insurance

- b) in respect of any Enterprise Zone Allowances to which at the date of the *Damage* the Insured would have been entitled the amount of Enterprise Zone Allowance unclaimed at the commencement of the period of insurance

- 5) the Insurers' liability under this Item shall not include amounts payable by the Insured as penalties or interest for non-payment or late payment of tax

Limited to the amount stated in the Schedule any one *Event*

Environmental Clause

This insurance extends to include costs following *Damage* where the Insured elects with the consent of the *Insurer(s)* to rebuild the *Buildings* in a manner that aims to reduce potential harm to the environment or improve energy efficiency the *Insurer(s)* agree to pay any reasonable additional rebuilding costs provided that

- a) The *Insurer(s)* will not pay any additional costs for work the Insured had already planned to be carried out prior to the *Damage*
- b) The *Insurer(s)* will not pay any additional costs for replacing undamaged *Property*
- c) If the Insured elects not to rebuild the *Buildings* then this clause will not apply
- d) The *Insurer(s)* maximum liability under this clause in respect of any one *Event* is:
 - i) 10% of the amount the *Insurer(s)* would have paid but for the existence of this clause after the application of all other terms and conditions of the Policy or

- ii) the limit as stated in the Schedule
whichever is the lower

Eviction of Unauthorised Persons Expenses

This insurance extends to include costs and legal expenses with *Insurer(s)* prior consent due to the eviction of unauthorised persons from any of the *Premises* or parts thereof and costs incurred by the Insured for cleaning clearing and repairing as a result of *Damage* limited to the amount stated in the Schedule any one *Event*

Exhibition Equipment

This insurance extends to include exhibition or display models and similar promotional equipment whilst being used or stored within any *Premises* insured or elsewhere within the *Territorial Limits* which have suffered *Damage* provided that such equipment is the *Property* of the Insured or the Insured has accepted responsibility for the equipment at the time of *Damage* limited to the amount stated in the Schedule any one *Event* and in the one Period of Insurance

Explosion of Steam Pressure Plant

Notwithstanding Property Damage Section 1 and Loss of Rent Section 2 Exclusion 2f *Insurer(s)* will cover damage to with a declared value in excess of £1,000,000 resulting from the bursting of any boiler or other plant which belongs to or is under the Insured's control and in which internal pressure is due to steam only and which is not caused by any boiler or gas used for domestic purposes

Provided that

- 1) The *Insurer(s)* liability will not exceed £1,000,000 any one claim in excess of the first £1,000,000 any one claim
- 2) a separate Engineering insurance policy is in force for the first £1,000,000 of each and every claim
- 3) the plant is regularly inspected by an independent competent engineer in accordance with statutory requirements

The Steam pressure exclusion under Property Damage Section 1 and Loss of Rent Section 2

2f the does not apply for this cover.

Fire Extinguishing Expenses

The *Insurer(s)* will pay the reasonable costs incurred by the Insured in

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where costs are metered
- e) resetting fire and intruder alarms and closed circuit television systems and similar equipment

all in consequence of *Damage* as insured hereby

Fire Brigade Charges

Insurer(s) will pay the reasonable costs charged by any Public Authority relating to the extinguishing or fighting of fire at the *Premises*

Flood Resilience Expenses

The insurance extends to include additional rebuilding costs incurred for the incorporation of flood resilience materials following *Damage* by flood provided that

- a) *Insurer(s)* will not be liable for the costs of work the Insured has already planned to carry out prior to the *Damage*
- b) *Insurer(s)* will not pay any additional costs for replacing undamaged *Property*
- c) If the Insured elects not to rebuild the *Premises* this clause will not apply

The *Insurer(s)* liability under this clause is limited to the amount stated in the Schedule any one *Event* and in any one Period of Insurance

Fly Tipping

This insurance extends to include costs necessarily and reasonably incurred in clearing and removing any *Property* including vehicles illegally deposited or abandoned in and/or on and/or around the *Premises* for an amount not exceeding the limit as stated in the Schedule any one *Event* and in any one Period of Insurance per *Premises*

Frustrated Legal Costs

If the sale of any *Buildings* is cancelled solely as a result of *Damage* this insurance extends to include the actual loss sustained by the Insured for legal costs and expenses incurred or subsequently incurred solely as a result of the cancellation of the sale as a result of the *Damage* limited to the amount stated in the Schedule during any one Period of Insurance

Investigation Expenses

Where a *Premises* has suffered *Damage* and in the opinion of a competent construction professional there is a reasonable possibility of other *Damage* to portions of the same *Premises* which is not immediately apparent the *Insurer(s)* will pay the reasonable costs incurred by the Insured with the *Insurer(s)* prior consent 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 *Premises* in the vicinity have suffered *Damage* in the same incident but only if such *Premises* are subsequently found to have suffered such *Damage* for which the *Insurer(s)* is liable

Limited to the amount stated in the Schedule any one *Event*

Involuntary Bailee

This insurance extends to include bailor's goods in the custody or control of the Insured or for which the Insured is responsible subject to the *Insurer(s)* liability being limited to amount stated in the Schedule any one *Event* provided that

- 1) A signed inventory is to be issued to the tenant as soon as repossession takes place
- 2) locks are fitted to the *Premises* and a regular recorded inspection regime is in place to ensure the *Premises* remain secure
- 3) No claims shall be paid in respect of *Damage* by Theft or attempted Theft of 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 wine and spirits
- 4) No claims shall be paid in relation to unaccountable losses

Land Not Otherwise Insured

Damage to land (meaning land not more specifically insured) for which the Insured is responsible provided that the amount payable does not exceed the amount stated in the Schedule

Insurer(s) will pay costs incurred in restoring the Land to a condition and appearance substantially the same as its condition and appearance immediately before the *Damage* or where the Insured elects not to restore the Land the loss of market value being the reduction in the market value of the land immediately following *Damage* but not exceeding the amount which would not otherwise have been payable had the land been restored

Landscaping

The necessary and reasonable costs to restore landscaped gardens or grounds at the premises following damage by the insured events to its appearance when first planted

Excluding

- a) damage by the insurable events of storm or flood
- b) any cost arising from the failure of seed to germinate or trees plants or turf to become established

Limited to the amount stated in the Schedule any one *Event* and in any one *Period of Insurance* per *Premises*

Locks and Keys

This insurance extends to include the cost of replacing locks and/or keys and/or any device used to open a lock following *Damage* including but not restricted to any electronic device key card or remote control transmitter and resetting of digital locks following loss of keys and/or devices

Limited to the amount stated in the Schedule any one *Event*

Loss of Investment Value

If as a result of *Damage* to any *Building* insured under this Section

- the Insured lose planning consent in respect of that *Building*
- and

- as a result of such *Damage* the investment value of the *Building* is reduced
- and
- at the time of the *Damage* the Insured had intended to sell the *Building* and the sale is completed at a reduced price having made every effort in the meantime to regain planning consent

Insurer(s) will indemnify the Insured in respect of the difference between the investment value of the *Building* prior to the *Damage* and the sale price of the *Building*

Provided that

- 1) any amounts recovered in respect of the *Damage* and from any other source shall be taken into account in settling any claim
- 2) limited to the amount stated in the Schedule any one *Event*

Loss of Metered Utility Supply

This insurance extends to include the cost of metered water gas oil and/or electricity supplies arising from *Damage* resulting in a charge which the Insured is unable to recover from any other party for an amount limited to the amount stated in the Schedule any one *Event*

Loss Minimisation and Prevention Expenditure

Insurer(s) will pay the costs and expenses necessarily and reasonably incurred by or on behalf of the Insured to prevent or minimise insured *Damage* at the *Premises*

Provided that such costs are

- i. directly related to *Damage* which is likely to occur in the immediate future unless urgent preventative action be taken
- ii. not more specifically insured under this or any other policy bond indemnity security or other legally binding contract
- iii. incurred with the consent of the *Insurer(s)*

Limited to the amount stated in the Schedule any one *Event*

Munitions

This insurance is extended to include *Damage* to the *Property* Insured caused by or resulting from

the detonation of munitions or parts thereof at or within one mile of the boundary of the *Premises* provided the presence of such munitions does not result from that state of war current at the time of *Damage*

Obsolete Buildings Materials

This Insurance extends to include the reasonable cost incurred in repair of *Damage* to materials which given consideration to the knowledge at the time of installation construction or fitting were deemed fit for purpose but at the date of loss are no longer deemed so with alternative materials currently considered appropriate for purpose.

Limited to the amount stated in the Schedule any one *Event*

Option to Repair

This Insured may at its option repair or restore the *Buildings* destroyed or portions damaged but is not bound to repair or restore the *Property* exactly or completely and only as circumstances permit and in reasonably sufficient manner. The Insured will give the *Insurer(s)* all plans documents and books and information at their own expense that the *Insurer(s)* may reasonably require to carry out this work

The liability of the *Insurer(s)* for any one *Event* shall not exceed the cost of reinstating the *Buildings* in its original form and manner

Other Interests

The interest of any third party including freeholders lessors lessees under lessees assignees mortgagees financiers lenders tenants is noted in this Policy, provided that; the details of such parties are notified as soon as reasonably practicable to the *Insurer(s)* in the event of any claim arising under this Policy

Party Wall

This insurance extends to include costs incurred by the Insured in reinstating a party wall following *Damage* as insured hereby whether the responsibility to reinstate is with the Insured or not provided that the Insurers liability for reasonable and necessary costs shall not exceed the amount stated in the Schedule of the relevant *Building* in respect of such additional costs

Preservation of Undamaged Property

This insurance extends to include costs incurred by the Insured in dismantling and/or moving and/or removing undamaged Property within and/or to and/or from suitable alternative premises including haulage and warehousing charges incurred provided that these costs are economically incurred following an insured loss in an effort to prevent further loss under this policy

Reduction in Market Value

If following *Damage to Buildings* the existing area or use of the *Premises* is restricted as a result of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority and/or European Union Legislation including such Regulations and/or Legislation that are impeding the *Insurer(s)* will pay to the Insured the sum which but for the *Damage* would have been realised by the sale of the Insured freehold or leasehold interest immediately prior to the occurrence of the *Damage* less the sum which would be realised by the sale of the Insured freehold or leasehold interest either immediately following completion of rebuilding repairs or restoration or when permission for such work to be carried out is withheld by such Local Authority the day the Local Authority communicates its decision to the Insured solely by reason of compliance with the contingency as defined above

No indemnity will be payable under this clause until and unless the Insured has made every effort to regain the original planning consent. The amount payable shall be substantiated by a practising member of the Royal Institute of Chartered Surveyors whose appointment shall be agreed by the Insured and the *Insurer(s)* and due allowance shall be taken of all other sums recovered in respect of *Damage* under the insurance and from any other source

In no case shall the amount payable exceed the Sum Insured for the *Buildings*

Reinstatement of Data

This insurance extends to include the necessary and reasonable costs of reinstating *Data* held on or used by or in connection with building management or control systems resulting from *Damage* limited to the amount stated in the Schedule any one *Event*

The Insured must

- 1) store the original disks or media of all software or programs and any backups in a fire resistant safe or in a secure location away from The Premises
- 2) maintain adequate backup copies by backing up
 - a) the original disks or media or software or programs where that is allowable under the terms of the software licence and
 - b) all *Data* produced by the software or programs no less than once a day or any other period agreed by *Insurer(s)*. The integrity of any *Data* backup must be validated using operator system routines or checks produced by the software supplier

Reinstatement to Match

The insurance is extended to include provision for the Insured where the *Premises* suffers *Damage* to replace repair and/or restore the *Premises* with equivalent *Property* which employs current technology and/or replacement repair and/or restoration with such *Property* shall not for the purposes of this Policy be regarded as being better or more extensive than when new. This Policy further extends to include the replacement and/or modification of *Premises* not suffering *Damage* insofar as it is necessary to adapt it and/or replace it to operate in conjunction with the *Premises* suffering *Damage* and which has been replaced repaired and/or restored. When the *Premises* suffers partial *Damage* the *Insurer(s)* liability shall not exceed the sum representing the cost which the *Insurer(s)* could have been called upon to pay for reinstatement if the *Premises* had been wholly damaged

Removal of Lessees' Property

This insurance extends to include irrecoverable costs and expenses necessarily incurred by the Insured with the *Insurer(s)* consent in removing the debris of contents (not belonging to the Insured) destroyed or damaged by any peril hereby insured occurring at the *Premises*

Limited to the amount stated in the Schedule any one *Event*

Removal of Vermin

Insurer/s will pay the costs incurred by the Insured in removing Vermin from the *Premises*

Definition applicable to this extension

Vermin means any wild animals birds and insects (whether they have protected status or not) that are known to cause damage or carry disease

Repairs Maintenance Alterations

Repairs and/or maintenance and/or minor structural alterations in and/or to and/or around the *Premises* may be effected without prejudice to this insurance

Seventy Two Hour

All loss destruction or *Damage* during the period of this Policy caused by any

- a) Earthquake or Earthquake Shock arising out of a single seismic disturbance or
- b) Storm arising out of a single atmospheric disturbance
- c) Flood within a period of the continued rising or overflow and subsidence of any river or stream within the banks of such river or stream

occurring within a period of seventy two consecutive hours shall be deemed to be a single *Event*

Each *Event* shall be deemed to have commenced on the first happening of any such loss destruction or damage not within the period of any previous *Event*

Should any such *Event* extend beyond the expiry or cancellation date of this Policy, the *Insurer(s)* shall be liable as if such *Event* had fallen entirely within the Period of Insurance of this Policy

Sprinkler Upgrade Costs

This insurance extends to include the additional costs incurred following *Damage* to an automatic sprinkler installation at the *Premises* by any peril insured hereby in the event that on repair or reinstatement thereof the *Insurer(s)* requires the installation to conform to the Loss Prevention Certification Board Rules for Automatic Sprinkler Installations current at that time provided that the installation conformed to the Loss Prevention

Certification Board Rules current at the time of installation

Spontaneous Combustion

This insurance extends to include *Damage* of or to Property caused by its own spontaneous fermentation heating or combustion

Statutory Enquiries

This insurance extends to include costs and expenses incurred by the Insured in connection with Statutory Inquiries following *Damage* to *Premises* limited to the amount stated in the Schedule any one *Event*

Statutory Inquiries shall mean any judicial coronial or other form of enquiry or hearing established by or at the direction of any government semi-government local or planning authority as a direct result of *Damage*

Subrogation Waiver

The *Insurer(s)* shall not enforce any rights against

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

At the request of the Insured after a claim the waiver may be extended to the remainder of the *Buildings* unless the *Damage* arises out of a criminal or fraudulent or malicious act

- b) a property manager in respect of *Damage* to the *Buildings* but only if requested to do so by the Insured after a claim under the Policy and if the *Damage* does not arise out of a criminal or fraudulent or malicious act by the property manager
- c) any company being parent of or subsidiary to the Insured or any company which is a subsidiary of the parent company of which the Insured are themselves a subsidiary in each case within the meaning of the Companies Act 2006
- d) Any funder as required under a contractual agreement as agreed by *Insurer(s)*

Temporary Removal

Notwithstanding the exclusion of *Property* in transit this insurance extends to *Property* forming

part of the *Buildings* whilst temporarily removed from the *Premises* for cleaning renovation repair or similar purposes within the *Territorial Limits* unless more specifically insured

The *Insurer(s)* liability under this clause is limited to the amount stated in the Schedule any one *Event*

Provided that on becoming aware of the unauthorised occupation the Insured takes reasonable measures to mitigate the loss of services

Trace and Access

In the event of *Damage* caused by the escape of gas oil water at in onto and/or into the *Premises* this insurance extends to include the costs incurred in locating the source of the escape whether on the *Premises* or not and effecting repairs and general making good for an amount limited to the amount stated in the Schedule any one *Event*

Trees

This insurance extends to include *Damage* resulting from falling trees

Tree Felling and Lopping

This insurance extends to include reasonable costs and expenses incurred by the Insured with *Insurer(s)* prior consent for the lopping or removal of trees for which the Insured is responsible if such trees are considered by an arborologist or other qualified person to be an immediate threat to life or to the *Premises*

Insurer(s) will not pay for

- a) legal or local authority costs involved in removing trees
- b) costs solely incurred to comply with a preservation order

The maximum amount *Insurer(s)* will pay for the amounts stated in the Schedule any one *Event* and in any one Period of Insurance

Unauthorised Use of Public Utilities

This insurance extends to include *Damage* resulting from use of electricity gas water and/or telecommunications services by persons taking possession and/or retaining possession and/or occupying the *Premises* without the authority or permission of the Insured to the extent that such *Damage* is determined by measurement from meters at or otherwise relating to the *Premises* for an amount limited to the amounts stated in the Schedule any one *Event*

SECTION 2 RENT COVER

(Only applicable if shown as operative in the Schedule)

Basis of Settlement

If in the event of *Damage* not otherwise excluded during the Period of Insurance the *Business* is in consequence interrupted and/or interfered with the *Insurer(s)* will pay the Insured as indemnity

- 1) loss of *Rent* being the amount by which the *Current Rent* during the *Indemnity Period* shall in consequence of the *Damage* fall short of the *Standard Rent*
- 2) Increase in Cost of Working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of *Rent* which but for that expenditure would have taken place during the *Indemnity Period* in consequence of the *Damage* but not exceeding the amount of the reduction in *Rent* thereby avoided

less any sum saved during the *Indemnity Period* in respect of such charges or expenses of the *Business* as may cease or be reduced in the consequence of the *Damage*

The *Insurer(s)* will also pay as indemnity

- a) the cost of re-letting being the legal and other costs necessarily and reasonably incurred with the *Insurer(s)* prior consent during the *Indemnity Period* in re-letting the *Premises* solely in consequence of the *Damage*
- b) the business rates being the further expenditure including but not limited to business rates payable to public authorities necessarily and reasonably incurred by the Insured with the *Insurer(s)* prior consent solely in consequence of the *Damage* which would have been payable by lessees during the *Indemnity Period*
- c) accelerated reinstatement expenditure being the further additional expenditure necessarily and reasonably incurred with the *Insurer(s)* prior consent during the *Indemnity Period* in re-letting the *Premises* solely in consequence of the *Damage* solely to avoid or minimise any loss of

Rent not recoverable by the Insured under this or any other policy during the period of 12 months after the expiry of the *Indemnity Period* but not exceeding the loss of *Rent* thereby avoided during that period of 12 months by the Insured

- d) the reasonable charges payable by the Insured and incurred with prior consent of the *Insurer(s)* during the *Indemnity Period* to their professional accountants for producing such information as maybe required by the *Insurer(s)* under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts

The liability of the *Insurer(s)* shall not exceed 200% of the *Current Rent Sum Insured* and the total *Sum Insured* of any other Limit

Adjustments shall be made to the *Standard Rent* as may be necessary to provide for the trend of the *Business* and for variations in or other circumstances affecting the *Business* either before or after the *Damage* or which would have affected the *Business* had the *Damage* not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the *Damage* would have been obtained during the relative period after the *Damage*

Definitions

Current Rent

the amount declared by the Insured as representing not less than the *Rent* actually payable including turnover rent and service charges (unless service charges are insured by a separate item) and revenue from advertising space at the inception of the ensuing Period of Insurance (or a proportionately increased multiple thereof where the *Maximum Indemnity Period* exceeds twelve months)

Standard Rent

- i) in respect of let *Premises* the *Rent* payable during the period in the twelve months immediately before the date of the *Damage* which corresponds with the *Indemnity Period*
- ii) in respect of unlet *Premises* the *Rent* which would have been payable if the *Premises* were fully let during the period in the twelve months immediately before the date of the *Damage* which corresponds with the

Indemnity Period as evidenced by leases and/or negotiations or in the absence of such evidence based on the *Rent* of similar *Property* in the vicinity of the *Premises*

Indemnity Period

the period beginning with the *Damage* and ending not later than the *Maximum Indemnity Period* stated in the Schedule during which in consequence of the *Damage* the *Business* shall be affected

Maximum Indemnity Period

the period stated in the Schedule

Material Damage Proviso

For cover to be operative under this Section at the time of the *Damage* there shall be in force an insurance covering the interest of the Insured in the *Property* at the *Premises* against such *Damage* and payment shall have been made or liability admitted therefor or payment would have been made but for the exclusion in such insurance for liability for losses below a specified amount.

Alteration

The *Insurer(s)* will not indemnify the Insured if

- a) the Insured
 - i) agrees a composition or arrangement with creditors
 - ii) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)
 - iii) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator
 - iv) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction) or has a provisional liquidator receiver or receiver and manager of the *Business* duly appointed
 - v) has an administrative receiver as defined in the Insolvency Act 1986 (or any successor act) appointed or has possession taken by or on behalf of the holders of any debentures secured by

floating charge or of any *Property* comprised in or subject to the floating charge.

- b) the Insureds interest ceases otherwise than by the Insureds death

Unless otherwise agreed by the *Insurer(s)* in writing

SECTION 2 RENT CLAUSES

Additional Increased Costs of Working

This insurance extends to include additional expense beyond the amount payable in Basis of Settlement 2) which the Insured necessarily and reasonably incurs solely to prevent or limit a reduction in *Rent* which but for such additional expense would have taken place due to the *Damage* subject to the *Insurer(s)* liability not exceeding the amount stated in the Schedule or 10% Of the Rent Sum Insured whichever is less

Advanced Rent (Extension or Alteration)

This insurance extends to include *Rent* in respect of *Buildings* insured under Section 1 Property Damage Cover undergoing extension or alteration which but for the *Damage* would have been receivable during the *Advanced Rent Indemnity Period*

When adjusting the Insured's claim in respect of *Premises* where there is no lease or licence in force account shall be taken of any negotiations the Insured have had with prospective tenants both before and after the *Damage* demand for similar accommodation in the area and allowance will be made for all extraordinary and other circumstances including but not limited to fluctuations in market conditions

The *Insurer(s)* liability shall not exceed the amount stated in the Schedule

Definition

Advanced Rent Indemnity Period

the period beginning with the date on which, but for the *Damage* *rent would have been earned* and ending not later than the *Maximum Indemnity Period* stated in the Schedule during which in consequence of the *Damage* the *Business* shall be affected

Break Clauses

This insurance shall not be prejudiced by any break clause in a lease which enables a lessee to determine the lease in the event of *Damage*

Buildings Awaiting Sale

If at the time of the *Damage* the Insured shall have contracted to sell their interest in the

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

- a) during the period prior to the date upon which but for the *Damage* the *Premises* would have been sold

the loss of *Rent* being

the actual amount of the reduction in the *Rent* receivable by the Insured solely in consequence of the *Damage*

- b) during the period commencing with the date upon which but for the *Damage* the *Buildings* would have been sold and ending with the actual date of sale or with the expiry of the *Maximum 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* the rate of interest not to be more than 4% above the London Interbank offered rate applying during the *Indemnity Period*; and

- 2) the investment interest lost to the Insured on any balance of the sale proceeds less any amount receivable in respect of *Rent*

- c) the additional expenditure being;

- 1) the expenditure necessarily and reasonable incurred solely in consequence of the *Damage* solely to avoid or minimise the loss payable under b) immediately above but not exceeding the amount of loss avoided by such expenditure;

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

except

- i. 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;

- ii. in the event of underinsurance the amount payable shall be adjusted in accordance with the Underinsurance Clause

Food Poisoning Defective Sanitation Vermin Murder or Suicide

This insurance extends to include loss resulting from the prevention or restriction of access to or closure of the *Premises* on the order or advice of the Police Environmental Health or other similar enforcement agency as a direct consequence of

- a) any injury or illness sustained by any person arising from or traceable to food or drink poisoning which is directly traceable to food or drink provided at the *Premises*
- b) any accident causing defects in drains or other sanitary arrangements at the *Premises*
- c) any discovery of vermin at the *Premises*
- d) murder rape or suicide at the *Premises*

Provided that

- i. *Insurer/s* shall only be liable for the loss arising at the insured premises and which are directly affected by the occurrence discovery or accident
- ii. Extensions which deem *Damage* at other locations to be *Damage* at the *Premises* shall not apply to this cover
- iii. Excluding any costs incurred in the cleaning repair replacement recall or checking of property

Insurer/s liability under this extension in respect of any one occurrence discovery or accident shall not exceed the amount stated in the Schedule or 25% of

- a) the sum insured by the items or
- b) the limit of *Insurer/s* liability by the items if the declaration-linked basis applies

The maximum indemnity period for this extension will not exceed three months beginning from the date on which the restrictions on the *Premises* are applied

Loss of Attraction

The insurance by each item on *Rent* includes loss as insured caused by *Damage* to *Buildings* or other *Property* in the vicinity of the *Premises* which would have such an effect on the Business carried on at the *Premises* that:

- c) an agreement to lease the *Premises* or any part of the *Premises* in course of negotiation or review is avoided or amended and the *Rent* receivable by the Insured is reduced
- d) the turnover of any lessee's business is effected and *Rent* receivable by the Insured is reduced

subject to *Insurer(s)* liability not exceeding the amount stated in the Schedule any one *Event*

Loss of Attraction - Anchor Tenants

If solely in consequence of *Damage* an anchor tenant vacates the *Premises* by virtue of their lease agreement enabling them to do so this insurance shall include the loss of *Rent* following the insolvency of other tenants which can be attributable to a reduction in the number of customers attracted to the vicinity of the *Premises* subject to *Insurer(s)* liability not exceeding the amount stated in the Schedule any one *Event*

Loss of Investment Income

If as a result of *Damage* *Insurer(s)* are paying loss of *Rent* and the payment is made later than the date the Insured would normally have expected to receive the *Rent* from the lessee *Insurer(s)* will pay a further amount up to a maximum of 4% representing the investment interest lost to the Insured during the delay period

Managing Agents Premises

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

Provided that the *Insurer(s)* liability any one loss under this clause shall not exceed 10% of the Sum(s) Insured by the relevant item(s) or the

amount stated in the Schedule whichever is the less

Payment 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*

Where the *Insurer(s)* have agreed to indemnify the Insured 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* as a result of an error or deliberate action by the *Insurer(s)* the *Insurer(s)* will pay a further sum representing the interest which the Insured would have earned via the interest rate for late payment under the occupational lease or if the *Premises* are vacant the interest rate under the Insured's standard form of lease at the time of the loss

Prevention of Access

This insurance extends to include loss of *Rent* resulting from *Damage to Property*

- a) In the vicinity of the boundary of the *Premises* which physically prevents or restricts access to or use of the *Premises*
- b) at the premises of the Managing Agents in the *Territorial Limits*

Prevention of Access (Non Damage)

The prevention of access to the PREMISES as a direct consequence of

- a) murder suicide or rape (including attempted murder suicide or rape)
- b) a road traffic collision
- c) a gas or water leak

Excluding any loss of any period of loss

- 1 where the incident as described above is greater than 1 mile from the PREMISES
- 2 where police or fire and rescue services or a recognised utility company do not impose a cordon or restriction that prevents access
- 3 where access is hindered but not prevented

- 4 following a road traffic collision where access is prevented whilst awaiting or during highway repairs
- 5 caused by consisting of contributed to by or arising from pollution or contamination
- 6 of less than 72 hours
- 7 more specifically insured by any other extension of this policy

Limit

£50,000 any one claim and in the aggregate for all claims in the *Period Of Insurance*

The maximum indemnity period under this extension will not exceed 3 month(s)

This clause does not apply to more specific extension(s) or parts of extension(s) in respect of bomb scare

Special Conditions

- 1) For the purpose of part (b) of this extension the General exclusion Terrorism does not apply
- 2) The maximum indemnity period under this extension will not exceed 3 months.

Professional Accounting Charges

Any details contained in the Insured's *Business* books required by the *Insurer(s)* for the purpose of investigating and/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 Insured's books of account provided that the total amount payable shall not exceed the amount otherwise payable under this Section

Public Utilities

This insurance extends to include loss of *Rent* resulting from *Damage* incurred hereby

- a) at the premises of any

- i) generating station and/or sub-station of a public electricity supply undertaking
 - ii) public telecommunications undertaking
 - iii) land based premises of the public gas supply undertaking and/or any natural gas producer linked directly to them
 - iv) waterworks and/or pumping stations of a public water supply undertaking
- b) to pipes cables pylons in the *Territorial Limits* from which the *Premises* obtains electricity gas water and/or telecommunications services

but excluding the deliberate withholding of supply

The *Insurer(s)* liability under this clause is limited to the amount stated in the Schedule any one *Event*

Relocation of Tenants to Own Premises

In the event that the tenant is relocated to a vacant *Premises* of the *Insured* following *Damage* the claim for any resultant loss of *Rent* in relation to the *Damaged Premises* will not be reduced provided that *Buildings* are insured under Property Damage Section 1 of the Policy

Rent Free Periods

If at the date of the *Damage* any *Premises* are subject to a *Rent* free period under the terms of the lease then the *Indemnity Period* stated in the Schedule shall be adjusted by adding the unexpired portion of the *Rent* free period to the number of years shown in the Schedule provided that the *Insurer(s)* liability does not exceed the Sum Insured or any Limit stated in the Policy whichever is the lower

Shortfall in Rent Following Review

If during the *Indemnity Period* the *Insured* is precluded from exercising their rights to implement a rent review under the terms of a lease then the *Insurer(s)* will pay in respect of the *Premises* which have suffered *Damage* the loss of projected increase in *Rent* being the amount of the actual shortfall in *Rent* solely in consequence of the *Damage* that would have otherwise been receivable had that *Rent* review been implemented

Turnover Rent (Future Review)

If in consequence of *Damage* any lessee suffers a reduction in the turnover of their business and solely in consequence of this there is a reduction in the *Rent* receivable by the *Insured* during the period commencing from date of the next rent review subsequent to the *Damage* the *Insurer(s)* will pay to the *Insured* the actual amount in the reduction of *Rent* solely in consequence of the *Damage*

SECTION 1 PROPERTY DAMAGE AND SECTION 2 RENT CLAUSES

Adjoining and Uninsured Property

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

Archaeological Discoveries

Insurer(s) will pay any reasonable costs necessarily incurred as a consequence of *Damage* as insured hereby as a direct result of the Insured complying with their statutory obligations following the discovery of archaeological finds during site excavation provided that the Insured does not have any pre-existing knowledge of the presence of archaeological remains prior to commencement of works limited to the amount stated in the Schedule any one *Event*

Automatic Cover from Exchange

If the Insured has contracted to purchase a building and the purchase has not yet been completed at the time such building suffers *Damage* the location of the building will be deemed to be a *Premises* under the Property and Rent Sections of this Policy until completion but only to the extent that either

- a) the Insured's interest in any such building is not covered by any other insurance
- b) the Insured's interest is covered by any other insurance but any other insurance on such building is more restrictive in cover or limits and in such circumstances *Insurer(s)* will be liable for any difference between any other insurance and this Policy

Provided that

- i) *Insurer(s)* liability at any one situation will not exceed the amounts stated in the Schedule
- ii) the Insured undertake to give particulars of such extension of cover as soon as reasonably practicable and to effect specific insurance thereon retrospective to the date of the commencement of *Insurer(s)* liability
- iii) the contract for such purchase is subsequently completed

Automatic Reinstatement of Loss

The Sum Insured will not be reduced by the amount of any loss unless written notice is given to the contrary either by the *Insurer(s)* or the Insured and the Insured undertakes to pay any additional premium if required

Capital Additions

This insurance extends to include insofar as they are not otherwise insured any

- a) newly erected *Buildings* and loss of *Rent* limited to the amount stated in the Schedule in respect of any one *Premises*
- b) alterations additions improvements and/or extensions to *Buildings* (but not appreciation in value) for an amount not exceeding 20% of the Sums Insured on the *Premises* or limited to the amount stated in the Schedule whichever is less

within the *Territorial Limits* from the time the Insured becomes responsible

Provided that

- a) the Insured shall give particulars of such Capital Additions as soon as practicable from the date that the Insured acquired its interest in the *Premises*
- b) the Insured will pay the appropriate additional premium from the date from which the Insured is responsible for the insurance

Contracting Purchasers Interest

If at the time of *Damage* the Insured has contracted to sell its interest in the *Premises* and the sale has not been completed or if following *Damage* the Insured contracts to sell its interest in the *Premises* the completing contracting purchaser (providing the *Premises* are not

otherwise insured by or on behalf of the contracting purchaser) shall at the discretion of the Insured be entitled to the benefit of the claim settlement under the Property Damage section of 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 the *Insurer(s)*

Insurance Premiums

This cover extends to include the costs of any additional insurance premiums incurred solely as a result of *Damage* as agreed with *Insurer(s)*

Mortgagees and Lessors

Any increase in the risk of *Damage* resulting from any act or neglect of the Insured and/or freeholder and/or lessor and/or mortgagor and/or other financier and/or agent will not prejudice the interest of any party (other than the party causing the increase in the risk) provided that the *Insurer(s)* is notified of such increase in risk as soon as reasonably practicable and any additional premium required is paid to the *Insurer(s)* if required

New Business

For the purpose of any claims arising before the end of the first year of trading of the *Business* at the *Property* the definitions for *Annual Rental Income* and *Standard Rental Income* will have the following meanings and not as previously stated

Annual Rental Income

The proportional equivalent for a period of 12 months of the rental income earned during the period between the start of the *Business* and the date of the *Damage*

Standard Rental Income

The proportional equivalent for a period equal to the indemnity period of the rental income earned during the period between the start of the business and the date of the *Damage*

Privity of Contract

Insurer/s will indemnify you in respect of all such sums as you become legally liable to pay following *Damage* caused by an insured *Event* and pay as indemnity to tenants in respect of repair or reinstatement of premises previously owned but which are no longer the Insureds property and where the current owner has failed to maintain adequate insurance cover subject to the terms and conditions of this policy

Excluding contribution in respect of any more particular insurance effected by any succeeding owner or tenant or sub-tenant

It is a condition precedent to liability in respect of this cover that the Insured must take all reasonable steps to obtain release from the Insureds liabilities under the covenants to insure such property on its disposal

Provided that *Insurer(s)* liability shall not exceed the amount stated in the Schedule any one *Event* and in any one Period of Insurance

Rising Water Table

This insurance extends to include *Damage* incurred as a result of any change in the water table level limited to the amount stated in the Schedule any one *Event* not withstanding Property Damage and rent Exclusion 1a)

Vacant Rate Clause

This insurance extends to include payment of vacant rates in respect of *Premises* occupied prior to *Damage* where the tenant has been able to invoke a break clause as a result of *Damage*

Limited to the maximum indemnity period and limited to the amount stated in the Schedule any one *Premises* and in any one *Period of Insurance*

Cover excludes any premises that were occupied before the insured *Damage* occurred in the following circumstances:

- i) under Legislation, the full rate is to be applied to the premises
- ii) where it has been determined that due to actions by the owner or on behalf of the owner the building is not fit for occupation

SECTION 1 PROPERTY DAMAGE AND SECTION 2 RENT EXCLUSIONS

Insurer(s) will pay the Insured for *Damage* to *Property* insured at the *Premises* shown in the Schedule or loss of *Rent* in consequence of *Damage* excluding

1) *Damage* caused by or consisting of

- a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
- b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- c) faulty or defective workmanship by the Insured or any *Employee* of the Insured

but the *Insurer(s)* will pay for subsequent *Damage* which itself results from a cause not otherwise excluded

- d) operational error or omission by the Insured or any *Employee* of the Insured but the *Insurer(s)* will pay for
 - i) such *Damage* not otherwise excluded which itself results from a *Specified Event*
 - ii) subsequent *Damage* which itself results from a cause not otherwise excluded
- e) acts of fraud or dishonesty by any partner director or *Employee* of the Insured

2) *Damage* caused by or consisting of

- a) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects mould or fungus
- b) change in temperature colour flavour texture or finish
- c) acts of fraud or dishonesty
- d)
 - i) disappearance

- ii) unexplained or inventory shortage
- iii) misfiling misplacing of information or clerical error

- a) joint leakage failure of welds cracking, fracturing collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them

- f) *Damage* caused by or consisting of the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus where internal pressure is due to steam only belonging to the Insured or under the Insured's control but the *Insurer(s)* will cover subsequent damage which results from a cause covered in these Sections

- g) mechanical or electrical breakdown or derangement for the particular machine apparatus or equipment where the breakdown or derangement originates other than for damage caused by a defined peril which is covered by these Sections

but the *Insurer(s)* will pay for

- i) such *Damage* not otherwise excluded which itself results from a *Specified Event*
- ii) subsequent *Damage* which itself results from a cause not otherwise excluded

- 3) *Damage* caused by pollution or contamination but the *Insurer(s)* will pay for *Damage* to the *Property* Insured not otherwise excluded caused by

- a) pollution or contamination which itself results from a *Specified Event*
- b) any *Specified Event* which itself results from pollution or contamination

4) In respect of Subsidence

- a) *Damage* caused by
 - i) the normal settlement and/or bedding down of new structures
 - ii) collapse and/or cracking
 - iii) coastal and/or river erosion
 - iv) inadequate construction of foundations
 - v) defective design or workmanship or the use of defective materials

- b) *Damage* which originated prior to inception of cover
 - c) *Damage* to walls gates fences yards car parking spaces roads pavements unless also affecting Buildings insured
 - d) *Damage* resulting from the settlement and/or movement of infilled and/or made up ground on which the Premises have been erected for less than ten years
 - e) *Damage* resulting from
 - i) demolition construction structural alteration and/or repair of any *Buildings*
 - ii) groundwork and/or excavation

at the *Premises*
- 5) *Damage* to any *Buildings* or structures caused by its own collapse or cracking, but the *Insurer(s)* will pay for *Damage* resulting from a *Specified Event* insofar as it is not otherwise excluded
- 6) *Damage* caused by wind rain hail sleet snow flood or dust in respect of
- a) fences and gates unless caused by falling trees or there is *Damage* to the *Buildings* at the same time
 - b) moveable *Property* in the open
- 7) *Damage* in respect of
- a) curios or works of art exceeding £5,000 any one item unless otherwise specified
 - b) jewellery precious stones or precious metals bullion furs or rare books
 - c) *Property* in transit
 - d) glass (other than fixed glass) sanitaryware (other than fixed sanitaryware) china earthenware marble or other fragile or brittle objects
 - e) money bonds or securities of any description
- 8) *Damage* to
- a) vehicles licensed for road use (including accessories on them) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - b) *Property* or structures in course of construction or erection and materials or supplies in connection with all such *Property* or structures
 - c) piers jetties bridges culverts or excavations
 - d) livestock growing crops or trees
- but the *Insurer(s)* will pay for such *Property* specifically described in the Schedule or in this Policy
- 9) *Property* which at the time of the happening of *Damage* is insured by or would be but for the existence of this Policy any marine policy or policies. However the *Insurer(s)* will pay for any excess beyond the amount which would have been payable under such marine policy or policies had this Policy not been effected
- 10) Any *Property* more specifically insured by or on behalf of the Insured
- 11) *Damage* in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of *Damage* by fire or explosion) strikers locked out workers persons taking part in labour disturbances or malicious persons
- 12) Consequential loss or *Damage* of any kind or description except when such loss is insured under Section 2 under this Policy
- 13) The amount of any Excess specified in the Schedule

SECTION 3 TERRORISM INSURANCE

DEFINITIONS

Act of Terrorism

Means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of His Majesty's government in the United Kingdom or any other government de jure or de facto

Business Interruption

means loss arising from interruption or interference with the Business carried on by *the Insured* at the *Premises* as a result of damage to or destruction of *property insured* used by the Insured at the *Premises* for the purpose of the *Business*

Computer Systems

means a computer or other equipment or component or system or item which processes stores transmits or receives *Data*

Data

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

Denial of Service Attack

means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or *Computer Systems* Denial of service attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other *Computer Systems*

Event

means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same *Act of Terrorism* The date and time that any such period of 72 hours shall commence shall be set by *Insurer/s*

Hacking

means unauthorised access to any *Computer System* whether the Insureds property or not

Losses

means all losses arising under any operative section or extension to this policy for material damage business interruption or book debts as a result of damage to or the destruction of *Property Insured* in the *Territorial Limits* the proximate cause of which is an *Act of Terrorism*

Nuclear Installation

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

1. the production or use of atomic energy
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
3. the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

Nuclear Reactor

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

Phishing

means any access or attempted access to *Data* made by means of misrepresentation or deception

Property

means all property whatsoever but excluding

1. any property which is occupied as a private residence and which is

- a) a private dwelling house or
- b) self-contained unit insured as part of a block of units i.e. a block of flats unless such property
 - i. is not insured in the name of a private individual
 - ii. is insured in the name of a *Sole Trader* or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question
 - iii. is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by Insurer/s) of the whole of such building

2. property including fine art collections which are the subject of

- a) a trust of any kind or
- b) an executorship of a will and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will

3. any *Nuclear Installation* or *Nuclear Reactor* and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such *Nuclear Installation* or *Nuclear Reactor* The noting of the interest of any lender (by including as joint insured or otherwise) shall not prejudice the definition of property as defined above

Property Insured

means *Property* which is insured under other sections of this policy

Sole Trader

Means

1. a self-employed individual registered as a sole trader with HM Revenue & Customs or

2. a private individual or individuals operating as a landlord and taxed as a business or

3. a private individual or individuals who have made an active decision to become a landlord and receive or intend to receive an income from *Property Insured*

Territorial limits

means England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987

Virus or similar mechanism

means program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs *Computer Systems Data* or operations whether involving self-replication or not

This includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

SECTION 3 TERRORISM COVER

Insurer/s will pay the Insured for

1. *Damage* to or the destruction of *Property*
2. *Business Interruption* or book debts
3. loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of *Property*

as insured by any other section of this policy occasioned by or happening through or in consequence of an *Act of Terrorism* within the *Territorial Limits*

Provided always that the insurance by this section is

1. not subject to
 - a. any of the General exclusions of this policy
 - b. any long term agreement or undertaking which may otherwise apply
 - c. any terms in this policy which provide for adjustments of premium
2. subject
 - a. otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section
 - b. to a maximum period of insurance of 12 months from the inception or renewal date of this policy

Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that

- i. no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy
- ii. the renewal premium due in respect of this section has been received by *Insurer/s*

Basis of Settlement

As described in the relevant section of this policy in respect of damage to or destruction of the *Property Insured* or *Business Interruption* or book debts or loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event

The most *Insurer/s* will pay for any one *Event* is the lesser of

1. the total sum insured or
2. for each item its individual sum insured or
3. any other limit of liability

as stated in the relevant section of this policy less the *Excess*

The *Excess* applicable to losses under this Terrorism section shall be equal to the *Excess* applied in respect of the risk of fire and/or explosion under the other sections of this policy

SECTION 3 TERRORISM EXCLUSIONS

Insurer/s will not be liable for any losses whatsoever

1. occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
2. arising under
 - a) marine aviation and transit policies
 - b) motor insurance policies
 - c) bankers blanket bond
3. directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 - a) damage to or the destruction of any *computer system* or
 - b) any alteration modification distortion erasure corruption of *data*

whether *your* property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from *virus* or *similar mechanism* or *hacking* or *phishing* or *denial of service attack*

Extension for act of terrorism triggered by remote digital interference

Definitions specific to this extension

Property/Property insured

means as defined in this section but also excludes for the purposes of this extension

- a) any money as defined in the Money (or Money with assault) section currency electronic cryptographic or virtual currency including Bitcoin or any similar negotiable or non-negotiable instruments financial securities or any other financial instrument of an sort whatever and
- b) any *data*

Specific events

means fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle destruction of damage to or movement of buildings or structures plant or machinery other than any *computer system*

Exclusion 3. will not apply to *losses* provided that such *losses*

1. result directly (or solely as regards 3. c. below indirectly) from *specific events* and
2. are not proximately caused by an *act of terrorism* in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state and
3. comprises
 - a) the cost of reinstatement replacement or repair in respect of damage to or destruction of *property insured* or
 - b) the amount of *business interruption* or book debts suffered directly by *you* by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either damage to or destruction of *property insured* or as a direct result of denial prevention or hindrance of access to or use of the *property insured* by reason of an *act of terrorism* causing damage to or destruction of other *property* within one mile of the *property insured* to which access is affected or

- c) the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of *property* and any additional costs or charges reasonably and necessarily paid by *you* to avoid or diminish such loss

Notwithstanding the exclusion of *data* from *property* and *property insured* to the extent that damage to or destruction of *property* and *property insured* within the meaning of sub-paragraph 1. above indirectly results from any alteration modification distortion erasure or corruption of *data* because the occurrence of one or more *specific events* results directly or indirectly from any alteration modification distortion erasure or corruption of *data* that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such *property* and *property insured* and otherwise falling within sub-paragraphs 1. and 3. above from being recoverable under this policy

In no other circumstances than the previous sentence however will any loss(es) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of *data* be recoverable under this policy

SECTION 3 TERRORISM SPECIAL CONDITIONS

These conditions of cover apply only to this Section

If we allege that any other loss is not covered by this section the burden of proving that such loss is covered shall be upon you

Notwithstanding the above the burden of proof shall be upon us to prove or establish all the matters referred to in sub-paragraph 2. of the Extension for act of terrorism triggered by remote digital interference

SECTION 4 PROPERTY OWNERS AND PRODUCTS LIABILITY COVER

(Only applicable if shown as operative in the Schedule)

The *Insurer(s)* will indemnify the Insured for

- 1) all sums which the Insured shall be legally liable to pay as damages and claimants' costs and expenses in respect of
 - a) *Injury* to any person other than to an *Employee(s)* arising out of and in the course of their employment by the Insured
 - b) *Damage to Property* not belonging to or in the charge or under the control of the Insured (other than *Employee(s)*s and visitors personal effects and vehicles and their contents)
 - c) loss arising from interference with and/or loss of enjoyment of any right of light air water way easement and/or *Property* obstruction trespass nuisance stoppage of and/or interference with pedestrian vehicular rail air and/or waterborne traffic
 - d) wrongful detention and/or false and/or malicious arrest malicious prosecution false imprisonment mental injury mental anguish shock nervous shock and/or invasion of the right of privacy eviction

arising in connection with the *Business* and occurring during the Period of Insurance within the *Territorial Limits*

- 2) all costs and expenses of litigation incurred with the consent of the *Insurer(s)* in respect of claims against the Insured to which the indemnity expressed in this Section applies
- 3) the payment of solicitors' fees incurred with the consent of the *Insurer(s)* for representation of the Insured at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in any *Event* which may be the subject of indemnity under this Section or at any Coroners Inquest or Fatal Accident Inquiry in respect of any such *Event*

- 4) legal costs and/or other expenses incurred by the Insured or at the Insured's request by any *Employee(s)* with the consent of the *Insurer(s)* and costs of the prosecution awarded against the Insured for the defence of a prosecution including an appeal against a conviction for a breach committed and/or alleged to have been committed during the Period of Insurance of

- i) the Health and Safety at Work Act 1974
- ii) the Health and Safety at Work (Northern Ireland) Order 1978
- iii) Part II of the Consumer Protection Act 1987
- iv) Food Safety Act 1990
- v) Corporate Manslaughter and Corporate Homicide Act 2007

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

and in respect of

a) all *Pollution or Contamination*

b) *Products*

shall not exceed the amount stated in the Schedule as the Limit of Indemnity for the total of all *Events* happening in any one Period of Insurance

In respect of claims in the United States of America and Canada all Limits of Liability shall be inclusive of all costs and expenses of litigation

SECTION 4 PROPERTY OWNERS AND PRODUCTS LIABILITY CLAUSES

Compensation for Court Appearance

The *Insurer(s)* will pay the Insured at the under noted daily rates for the attendance of any *Employee(s)* at Court and Coroners Inquests as a witness at the request of the *Insurer(s)* in connection with a claim under this Section

- a) any of the Insureds directors or partners
Limit: As stated in the Schedule
- b) any other *Employee(s)*
Limit: As stated in the Schedule

Data Protection Act 1998

The *Insurer(s)* will cover the amount of compensation which the Insured is legally liable to pay in respect of personal injury occurring during the period of insurance arising from holding personal data or as a result of any loss misuse or unauthorised disclosure of personal data held by the Insured in the course of the *Business*

The *Insurer(s)* will only pay

- 1) amounts of compensation which the Insured are ordered to pay or which the Insured might reasonably be expected to pay by a court having jurisdiction
- 2) if the Insured is registered or is in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation within the policy territories

The *Insurer(s)* will not cover

- 1) fines or penalties imposed by a court
- 2) the costs of any appeal against the refusal of an application for registration or alteration in connection with the Data Protection legislation or any enforcement de-registration or prohibition notice
- 3) the cost of replacing reinstating rectifying or erasing any personal data

- 4) refund of monies paid to the Insured by any claimant

- 5) compensation costs and expenses covered by any Legal Expenses insurance.

The maximum the *Insurer(s)* will pay for compensation costs and expenses in total as a result of all occurrences during any one period of insurance is limited to the amount stated in the Schedule

Defective Premises

The *Insurer(s)* will indemnify the Insured in respect of liability which the Insured incurs under Section 3 of the Defective Premises Act 1972 and Section 5 of the Defective Premises (Northern Ireland) Order 1975, or the Defective Premises (Landlords Liability) Act (Northern Ireland) 2001 in connection with any *Premises* previously owned by the Insured and which have since been disposed of by the Insured

Provided that the *Insurer(s)* shall not be liable for the cost of remedying any fault or alleged fault

Excluding liability elsewhere insured

Environmental Statutory Clean-Up Costs

The *Insurer(s)* will indemnify the Insured against

- 1) the costs of carrying out *Remediation*

and / or

- 2) paying for *Clean-Up Costs*

pursuant to a lawful notice or demand served upon the Insured under any environmental protection legislation in the *Territorial Limits* by any *Enforcing Authority* provided that such cost or costs arise 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 will be deemed to have happened at the time such incident takes place.

The maximum *Insurer(s)* will pay including costs and expenses is as stated in the Schedule any one Period of Insurance.

The limit above forms part of and is not in addition to the Limit of Indemnity stated in the

Schedule for Section 4 Property Owner's Liability Cover.

The *Insurer(s)* will not provide indemnity

- 1) in respect of any work (whether preventive or otherwise) in respect of property
 - a) owned, loaned, leased, hired or rented to or by the Insured
 - b) which is held in trust or in the custody or control of
 - i) the Insured
 - ii) any other party who is carrying out work on behalf of the Insured
 - c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
- 2) in respect of any work involving the reinstatement or reintroduction of flora or fauna
- 3) in respect of any fines or penalties
- 4) in respect of any Complementary or Compensatory Remediation as defined by the Environmental Damage (Prevention and Remediation) Regulations 2009 and any successor and/or amending legislation
- 5) in respect of costs of preventing any imminent threat of environmental damage where such costs are incurred in the absence of *Pollution or Contamination* caused by a sudden identifiable unintended and unexpected incident
- 6) in respect of costs of achieving any 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
- 7) where indemnity is provided by another insurance policy

The following definitions apply in respect of this extension only

Definitions

Clean-Up Costs
Costs of Remediation

Remediation
Remedying the effects of *Pollution or Contamination* as lawfully required by any *Enforcing Authority* to a standard reasonably achievable by the methods available at the time such *Remediation* commences and shall include the testing for or monitoring of *Pollution or Contamination*

Enforcing Authority
Any government or statutory authority or body implementing or enforcing environmental protection legislation within the *Territorial Limits*

Financial Loss

The *Insurer(s)* will indemnify the Insured against all such sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental financial loss

but the indemnity will only apply to

- a) loss sustained by a tenant of the Insured if such loss is a direct result of the failure of the Insured to provide any *Property* or ancillary service
- b) a claim which is first made in writing against the Insured during the Period of Insurance

and

- c) which is notified to the *Insurer(s)* during the same Period of Insurance or within 30 days after the expiry of such Period of Insurance

Provided that

- i) the liability of the *Insurer(s)* under this extension for all damages and claimants costs and expenses arising out of all claims first made against the Insured during any one Period of Insurance shall not in the aggregate exceed the sum stated in the Schedule
- ii) the Insured shall be responsible under this extension for the first 10% of all damages and claimants costs and expenses payable in respect of each and every claim

made against the Insured subject to the Insured being responsible for a minimum amount of £5,000 and a maximum amount of £25,000 in respect of each and every such claim

Exclusions

The indemnity provided by this extension will not apply to legal liability

a) in respect of

- i) *Injury* to any person
- ii) *Damage to Property*
- iii) nuisance trespass obstruction loss of amenities or interference with any right of way air light or water
- iv) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

b) arising under contract whether by virtue of express agreement or otherwise

c) for the actual cost or reduction in value of any *Property*

d) for

- i) liquidated damages fines penalties or payments to any statutory authority arising out of the enforcement of any statutory requirement or duty
- ii) libel slander or passing off or infringement of patent copyright design trademark or trade name
- iii) financial loss sustained by any *Employee(s)* arising out of or in the course of employment by the Insured

e) caused by or arising from

- i) breach of professional duty or service or any error or omission in estimates or advice given by or on behalf of the Insured in a professional capacity or in design plans drawings or specification for which a fee is charged or would normally be charged
- ii) *Property* in the custody or under the control of the Insured or any *Employee(s)* or failure to return such *Property*
- iii) the storage processing or transmission by or on behalf of the Insured of computer data

iv) delay non-completion or non delivery

v) any act of fraud or dishonesty by the Insured or any *Employee(s)*

vi) any circumstances known to the Insured at inception of this extension which may give rise to a claim for financial loss

f) in respect of the failure or partial failure of any managing agent of the Insured to properly fulfil their obligations under any contract

g) arising

i) outside the *Territorial Limits*

ii) out of any cause giving rise to financial loss happening before the Retroactive Date specified below

h) As a result of any consequence whatsoever directly or indirectly caused by or contributed to or arising from

i) of inhalation or ingestion of

ii) exposure to or fear of the consequences of exposure to

iii) the presence of in any property or on land

iv) investigating managing removing controlling or remediation of

Asbestos asbestos fibres or any derivatives of asbestos including any products or materials containing asbestos asbestos fibres or any derivatives of asbestos

The Indemnity provided under this extension is subject otherwise to the terms exclusions and conditions of Section 4 and this Policy

Retroactive Date: 25th March 2022

Indemnity to Other Persons

In the event of the death of any person entitled to indemnity under this Section the *Insurer(s)* will indemnify the deceased's legal personal representatives but only in respect of liability incurred by such deceased person

At the request of the Insured the *Insurer(s)* will indemnify

a) any principal in respect of liability arising out of the performance by the Insured of any

agreement entered into by the Insured with the principal to the extent required by such agreement

- b) any director of the Insured or *Employee(s)* in respect of liability arising in connection with the *Business*

provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

- c) any officer committee or member of the Insured's canteen sports social or welfare organisations fire first aid medical or ambulance services in their respective capacities as such
- d) any director or senior official of the Insured in respect of private work undertaken by any *Employee(s)* for such director or senior official

provided that

- i) each such person shall act as though he were the Insured observe fulfil and be subject to the terms of this Policy in so far as they can apply
- ii) the *Insurer(s)* shall retain the sole conduct and control of claims
- iii) where the *Insurer(s)* is required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity

Legionellosis Liability

Exclusion Pollution and Contamination of Section 4 Property Owners and Products Liability will not apply to the Insured's legal liability to pay damages for accidental *Injury* to any person other than an *Employee(s)* arising out of the discharge dispersal release or escape of legionella bacteria

Provided that

- a) any claim for damages costs and expenses
- or
- b) any notification of any circumstance which
 - i) has caused or is alleged to have caused *Injury*
 - or

- ii) can be reasonably expected to give rise to a claim which may be the subject of an indemnity provided by this extension

is first made in writing to the Insured during the Period of Insurance and is notified to the *Insurer(s)* during the same Period of Insurance or within 30 days after the expiry of the same Period of Insurance

- c) the Insured takes all reasonable precautions to comply with the Health and Safety Commission approved Code of Practice and Guidance entitled "Legionnaires' Disease – The Control of Legionella Bacteria in Water Systems L8" or any amending Code of Practice
- d) the indemnity provided by this extension will not apply to liability arising under contract whether by virtue of express agreement or otherwise

Limit of Indemnity

The liability of the *Insurer(s)* for all damages costs and expenses payable as a result of any one occurrence or in any one Period of Insurance will not exceed the Limit of Indemnity as stated in the Schedule

This extension will not apply to claims first made against the Insured by reason of accidental *Injury* arising out of the discharge dispersal release or escape of legionella bacteria committed or alleged to have been committed prior to the Retroactive Date shown below

The indemnity provided under this extension is subject otherwise to the terms exclusions and conditions of the Section and this Policy

Insurer(s) will not indemnify the Insured

- i) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within the *Territorial Limits* and in connection with the *Business*
- ii) in respect of proceedings which
 - a) result from any deliberate act or omission by the Insured
 - b) relate to any *Employee(s)*
- i) in respect of any
 - a) fines

b) remedial or publicity orders or any steps required to be taken by such orders

iv) where indemnity is provided by another insurance policy

Retroactive Date: 25th March 2022

Libel and Slander

The following definitions apply in respect of this clause only

Definitions

Compensation

Damages, including interest

Publication

Any written material produced in the course of the *Business*

1) *Insurer(s)* will in respect of any claim made against the Insured while this endorsement is in force or within 12 months of its cancellation provided the cause of the claim occurred while the endorsement was in force indemnify the Insured in respect of

a) *Compensation*

b) costs and expenses

as a result of

i) libels in any *Publication*

ii) slanders made in the course of the *Business*

iii) infringement of any trade mark, registered design, copyright or patent right arising from the contents of any *Publication*

iv) slander of title to goods

2) All claims arising out of one cause, whether or not all such claims are made against the Insured in the same Period of Insurance will be treated as one claim

3) The maximum *Insurer(s)* will pay inclusive of costs and expenses in respect of

a) any one claim and

b) the total of all claims in any one Period of Insurance is £250,000 or any other

amount shown in the Schedule as applying to this clause

4) *Insurer(s)* will not provide indemnity in respect of

a) withdrawing recalling or replacing any *Publication*

b) liability imposed on the Insured solely by reason of the terms of any contract conditions or agreement

c) actions brought in a court of law outside the *Territorial Limits*

d) 10% of each and every claim

5) false statement

6) discrimination of any kind

Managing Agents

If the Insured so requests the indemnity provided by this Section in respect of liability arising in connection with *Premises* insured under Section 1 Property Damage and / or Section 2 Rent will extend to indemnify the Managing Agents of such *Premises* in the same manner and to the same extent as if a separate policy had been issued to each of them

Provided that

a) the Managing Agents shall act as if they were each the Insured and be subject to the terms of this Policy

b) the total amount payable under this Section shall not exceed the Limit of Indemnity stated in the Schedule regardless of the number of persons claiming to be indemnified

Motor Contingent Liability

Notwithstanding Property Owners and Products Liability Exclusion Professional Skills of this Section the *Insurer(s)* will indemnify the Insured in respect of legal liability caused by and/or in connection with any vehicle not belonging to and/or not provided by the Insured which is being used in the course of the *Business* other than by the Insured provided that the *Insurer(s)* shall not be liable for

a) vehicles driven by the Insured

b) vehicles driven 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 and/or obtaining such a licence

- c) vehicles whilst engaged in racing pace making reliability trials or speed testing
- d) *Damage* to any such vehicle or goods being carried on such vehicle
- e) any *Event* arising outside the *Territorial Limits*
- f) occurrences where the Insured is entitled to indemnity under any other insurance

Movement of Obstructing Vehicles

Notwithstanding Property Owners and Products Liability Exclusion Vessels and Craft of this Section the *Insurer(s)* will indemnify the Insured in respect of legal liability arising from and/or caused by and/or in connection with any vehicle not owned and/or hired by and/or lent to the Insured being driven by the Insured and/or *Employee(s)* whilst such vehicle is being moved on the *Premises*

Provided that the *Insurer(s)* shall not be liable for

- a) vehicles driven by any person who is not competent to drive the vehicle
- b) vehicles driven without the use of the owner's ignition key
- c) loss in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
- d) *Damage* to any such vehicle
- e) any occurrence arising outside the *Territorial Limits*
- f) any occurrence in respect of which the Insured is entitled to indemnity under any other insurance

Terrorism

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence or other means

Vehicles (Tool of Trade Use)

Notwithstanding Property Owners and Products Liability Exclusion Vessels and Craft of this Section and/or except where the Insured is entitled to indemnity under any other insurance the *Insurer(s)* will indemnify the Insured in respect of its liability arising in the course of the *Business* out of

- a) the use of any mechanically propelled vehicle (or trailer attached to it) as a tool of trade
- b) the loading and/or unloading of and/or the bringing of a load to and/or the taking of a load from any vehicle machine and/or trailer

at the *Premises*

Work Overseas

The *Insurer(s)* will indemnify the Insured and if the Insured so requests any director of the Insured or any *Employee(s)*

- a) in connection with temporary visits undertaken outside the *Territorial Limits* other than *Offshore* in the course of the *Business* by any person normally resident in the *Territorial Limits* in a personal capacity
- b) or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside the *Territorial Limits* other than *Offshore* in connection with the *Business*

Provided that

The indemnity will not apply to legal liability

- i) arising out of the ownership or occupation of land or *Buildings*
- ii) in respect of which any person referred to above is entitled to indemnity under any other insurance



SECTION 4 PROPERTY OWNERS AND PRODUCTS LIABILITY PROVISIONS

Acquisitions

The *Insurer(s)* will indemnify any subsidiary company which is property owner founded and 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 2006

Contribution

If at the time of any *Event* and/or claim there is any other insurance applicable to such *Event* and/or claim the *Insurer(s)* shall not be liable under this Section of this Policy except to the extent of any excess beyond the amount payable under such other insurance had the Policy not been effected

Cross Liabilities

If more than one Insured is referred to in the Schedule each Insured so named shall be considered as a separate and distinct entity and the word Insured shall be construed as applying to each separate Insured in the same manner as if a separate policy had been issued to each

Provided always that the liability of the *Insurer(s)* for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Rights of the *Insurer(s)*

The *Insurer(s)* may at any time pay any Limits 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/or expenses incurred with its written consent prior to the date of such payment

SECTION 4 PROPERTY OWNERS AND PRODUCTS LIABILITY EXCLUSIONS

This Policy does not cover

Asbestos

Any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of asbestos

However this shall not apply where removing handling or disposing of asbestos does not form part of your usual business or any contract work undertaken and

- a) you have complied with any legal obligations
- b) to manage asbestos and
- c) any discovery of asbestos by you is unintentional and accidental and
- d) whereupon discovery of asbestos all work immediately stops and
- e) a HSE licenses asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by your policies and which do not exclude the work to be carried out " and a further exclusion which reads

any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of asbestos

Contractual Liability

Liability which attaches by virtue of a contract and/or agreement and would not have attached in the absence of such contract and/or agreement unless the sole conduct and control of claims is vested in the *Insurer(s)*

Deliberate Acts

Liability which results from a deliberate act and/or omission of the Insured which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act and/or omission

Fines

- a) Fines and/or penalties
- b) Compensation ordered or awarded by a Court of Criminal Jurisdiction
- c) Aggravated restitutionary punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- d) Liquidated damages and/or liability under any penalty clause

Pollution and Contamination

Liability in respect of

- a) *Pollution or Contamination* occurring in the United States of America or Canada or any dependency or trust territory
- b) *Pollution or Contamination* occurring elsewhere unless 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 will be deemed to have happened at the time such incident takes place

Products

Liability in respect of

- a) *Damage* to or the cost incurred by anyone in repairing removing replacing reapplying rectifying or reinstating *Products*
- b) recalling or making refunds in respect of *Products*
- c) *Products* which affects or could affect
 - i) the navigation, propulsion or safety of any aircraft or other aerial device
 - ii) the safety or operation of nuclear installations
- d) *Products* supplied to any offshore
 - i) accommodation exploration drilling or production rig or platform

- ii) support vessel
- e) liability imposed on the Insured solely by reason of the terms of any contract conditions or agreement in connection with *Products*

Professional Skill

Legal liability arising from the exercise of professional skill and/or breach of professional duty whether by way of instruction advice direction treatment and/or otherwise supplied given and/or administered by and/or on behalf of the Insured

Vessels and Craft

Liability caused by and/or arising from the ownership possession and/or use by and/or on behalf on the Insured of any

- a) mechanically propelled vehicle (or trailer attached to it) if being used in circumstances for which compulsory insurance and/or security is required under any legislation governing the use of the vehicle
- b) waterborne craft but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast
- c) aircraft and/or hovercraft

SECTION 5 EMPLOYERS LIABILITY COVER

(Only applicable if shown as operative in the Schedule)

The *Insurer(s)* will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages together with costs and expenses shown below in respect of *Injury* sustained within Great Britain Northern Ireland Isle of Man and Channel Islands during the Period of Insurance by any *Employee(s)* arising out of and in the course of his/her employment by the Insured in the *Business*

The liability of the *Insurer(s)* under this Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one *Event* shall not exceed the amount stated in the Schedule

Costs and expenses shall be deemed to mean

- cost and expenses of claimants for which the Insured is legally liable
- other costs and expenses incurred with the *Insurer(s)* written consent in respect of any claim which may be the subject of indemnity under this Section
- solicitors fees incurred with the *Insurer(s)* written consent for
 - defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in *Injury*
 - representation at a Coroners Court or Fatal Accident inquiry in respect of any death

which may be subject to indemnity under this Section

- legal costs and expenses incurred by the Insured and at the request of the Insured any director or *Employee(s)* with the *Insurer(s)* written consent and costs awarded against the Insured or director or *Employee(s)* arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence

occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

- the proceedings relate to the health safety or welfare of *Employee(s)*
- the *Insurer(s)* will not indemnify the Insured in respect of
 - a) fines or penalties
 - b) costs and expenses insured by any other policy

SECTION 5 EMPLOYERS LIABILITY CLAUSES

Compensation for Court Appearance

The *Insurer(s)* will pay the Insured at the undernoted daily rates for the attendance of any director partner or *Employee(s)* of the Insured at Court as a witness at the request of the *Insurer(s)* in connection with a claim under this Section

- a) any of the Insured's directors or partners
Limited as stated in the Schedule
- b) any *Employee(s)*
Limited as stated in the Schedule

Indemnity to Other Persons

In the event of the death of any person entitled to indemnity under this Section the *Insurer(s)* will indemnify the deceased's legal personal representatives but only in respect of liability incurred by such deceased person

At the request of the Insured the *Insurer(s)* will indemnify in the terms of this Section

- a) any principal in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principal to the extent required by such agreement
- b) any director of the Insured or *Employee(s)* in respect of liability arising in connection with the *Business*

Provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

- d) any officer committee or member of the Insured's canteen sports social or welfare organisations fire first aid medical or ambulance services in their respective capacities as such
- e) any director or senior official of the Insured in respect of private work undertaken by any *Employee(s)* for such director or senior official

Provided that

- i) each such person shall act as though he were the Insured observe fulfil and be

subject to the terms of this Policy in so far as they can apply

- ii) the *Insurer(s)* shall retain the sole conduct and control of claims

Right of Recovery

The cover provided under this Section is in line with any law relating to the compulsory insurance of liability to people employed within the policy territories

The Insured must repay the *Insurer(s)* all amounts they pay which the *Insurer(s)* would not have been liable to pay but for the law

Terrorism

The indemnity provided by this Section is subject to the following *Terrorism* Limitations

The liability of the *Insurer(s)* under this Section for damages costs and expenses payable in respect of any one claim or series of claims arising out of any one *Event of Terrorism* during any one Period of Insurance shall not exceed the sum stated in the Schedule

For the purposes of this limitation *Terrorism* means any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any contributory cause or *Event*

- a) an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm or *Damage* of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes
- b) any action taken in controlling preventing suppressing or in anyway relating to a) above

Unsatisfied Court Judgements

The *Insurer(s)* will pay to an *Employee(s)* (or his legal personal representative) at the Insured's request the amount of the damages and awarded costs remaining unsatisfied six months after the date of judgement was obtained against another party domiciled in the *Territorial Limits* for *Injury* to that *Employee(s)* occurring during the Period of Insurance and arising out of and in the course of the *Employee(s)*'s engagement by the Insured in the *Business*

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

The *Insurer(s)* shall not be liable

- a) for judgements obtained in any Court situated outside the *Territorial Limits*
- b) where an appeal against a judgement remains outstanding
- c) in respect of any judgement obtained against the Insured or any director partner or *Employee(s)* of the Insured in those respective capacities

Work Overseas

The *Insurer(s)* will indemnify the Insured and if the Insured so request any director of the Insured or any *Employee(s)* in connection with temporary visits undertaken outside the *Territorial Limits* other than *Offshore* in the course of the *Business* by any person normally resident within the *Territorial Limits*

SECTION 5 EMPLOYERS LIABILITY EXCLUSIONS

The insurance by this Section will not provide indemnity in respect of

- 1) work in or on and travel to from or within any offshore
 - a) accommodation exploration drilling or production rig or platform
 - b) support vessel
- 2) *Injury* sustained by any *Employee* when such person is
 - a) carried in or upon a vehicle
 - b) entering or getting on to or alighting from a vehicle where any road traffic legislation requires insurance or security
- 3)
 - a) liquidated damages
 - b) penalty clauses
 - c) fines
 - d) aggravated restitutionary punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages

SECTION 6 - MACHINERY DAMAGE

The following definitions apply in respect of this Section only

DEFINITIONS

Breakdown

1) the breaking, distortion or burning out of any part of the *Plant or Machinery* which occurs whilst the *Plant or Machinery* is being used normally, arising from any mechanical or electrical defect in the *Plant or Machinery*

2) the complete severance of a rope

3) the fracturing or distortion of any part of the *Plant or Machinery* by frost

including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

Collapse

The sudden and dangerous distortion of any part of the *Plant or Machinery* caused by crushing stress by force of steam or fluid pressure but excluding distortion by pressure or ignition of flue gases.

Damage

Loss, destruction or damage.

Explosion

The sudden and violent rending of the Plant and Machinery by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the Plant and Machinery together with forcible ejection of the contents

Hired Plant

Mechanical electrical or manually powered implements materials containment preparation and handling equipment scaffolding staging ladders and similar equipment hired in by the Insured and all being for temporary use excluding

(a) any item the primary purpose of which is road transport of materials or plant

(b) tower cranes

(c) hand tools

(d) brickwork masonry foundations and supporting structures

(e) tyres tools cutting edges moulds dies patterns non-metallic linings glass pulverising and crushing surfaces flexible pipes trailing cables drive belts or parts requiring periodic renewal unless arising from a malicious act or forming part of other insured *Damage* for which liability has been accepted by the Company in respect of *Hired Plant*

(f) safety or protective devices due to their functioning

Indemnity Period

The period beginning twenty four (24) hours after the occurrence of the *Damage* and ending not later than three (3) months thereafter during which the normal functioning of the *Premises* is affected in consequence of *Damage*

Plant or Machinery

All installed plant and machinery which is the *Property* of the Insured or for which they are responsible.

SECTION 6 - MACHINERY DAMAGE COVER

The *Insurer(s)* will indemnify the Insured in respect of sudden and unforeseen *Damage* occurring during the Period of Insurance to the *Plant or Machinery* at the *Premises* including

- 1) *Breakdown*
- 2) *Collapse*
- 3) *Explosion*

which requires repair or replacement before normal working of the *Plant or Machinery* can resume

Limited to the amount stated in the Schedule respect of any one occurrence

Basis of Settlement Reinstatement (Machinery Damage)

In the event of *Damage* insured by this Extension the basis upon which the *Insurer(s)* will calculate the amount to pay for any claim will be the reinstatement of the *Plant or Machinery* subject to the following conditions

1. if the *Plant or Machinery* is destroyed the *Insurer(s)* will pay for its replacement by similar *Plant or Machinery* in a condition as good as but not better or more extensive than its condition when new. If *Plant or Machinery* is damaged the *Insurer(s)* will pay the cost of repairs but will not pay more than would have been paid if the *Plant or Machinery* had been completely destroyed
2. the *Plant or Machinery* may be replaced on another site in a manner suitable to the Insured's needs but this must not increase the *Insurer(s)*'s liability
3. all work must begin and be carried out as quickly as possible
4. if the parts necessary for repairs are not available at the manufacturers listed prices the *Insurer(s)* will pay for the cost of an equivalent repair to similar *Property* for which parts are available at manufacturers listed prices.

SECTION 6 - MACHINERY DAMAGE CLAUSES

Damage to Own Surrounding Property

Damage to property belonging to or in the custody and control of the Insured and for which the Insured is responsible

- (a) directly resulting from any *Damage* to the *Plant or Machinery* insured under this Section
- (b) caused by impact through the normal operation of lifting and handling *Plant or Machinery* though the *Plant or Machinery* itself may not be *Damaged*

This Additional Cover does not cover *Damage*

- (i) to the *Plant or Machinery* causing the *Damage* or any *Plant or Machinery* directly driving or driven by the *Plant or Machinery*
- (ii) to property being handled conveyed heated cooled or processed by or contained in the *Plant or Machinery*
- (iii) caused by leakage or by lack of heat cooling light power or steam

excepting that (ii) and (iii) above shall not apply to *Damage* directly consequent upon and solely due to *Explosion*

The maximum the *Insurer(s)* will pay for any or all claims arising out of one cause is limited to the amount stated in the Schedule

Debris Removal

The *Insurer(s)* will indemnify the Insured in respect of costs and expenses incurred with the *Insurer(s)*'s consent, for

- i) removal of debris
- ii) dismantling or demolishing
- iii) shoring or propping

of the *Plant or Machinery* which has suffered *Damage* insured under this Extension.

The *Insurer (s)* will not indemnify the Insured in respect of costs and expenses:

- a) incurred in removing debris from anywhere other than the site of the

Damage and the area immediately adjacent to it

- b) arising from pollution or contamination of *Plant or Machinery* not insured by this Extension
- c) more specifically insured

The maximum the *Insurer(s)* will pay under this Clause for any or all claims arising out of one cause limited to the amount stated in the Schedule

European Union and Public Authorities

In the event of *Damage* the *Insurer(s)* will pay the additional cost of reinstating the *Plant or Machinery* necessary to comply with any

- 1) European Union Legislation
- 2) Act of Parliament
- 3) Bye-Laws of any public authority

but excluding

- a) costs incurred
 - i) in respect of *Damage* not insured by this Extension
 - ii) where notice was served on the Insured before the *Damage* occurred
 - iii) where an existing requirement must be completed within a stipulated period
 - iv) in respect of *Plant or Machinery* which has not suffered *Damage*
- b) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye-Law

Increased Costs of Working

Additional expenditure necessarily and reasonably incurred by the Insured during the *Indemnity Period* in order to minimise interruption or interference and in consequence of *Damage* insured under this Section and subject otherwise to the terms Conditions and Exclusions of the Policy.

For the purpose of this Clause any adjustment implemented in current cost accounting shall be disregarded.

The maximum the *Insurer(s)* will pay for any or all claims arising out of one cause is limited to the amount stated in the Schedule

Loss Avoidance Measures

The *Insurer(s)* will indemnify the Insured in respect of reasonable costs and expenses incurred by the Insured to mitigate *Damage* to the *Plant or Machinery* which would otherwise be inevitable provided that

- (a) the impending *Damage* does not stem from any reasonably foreseeable or gradually developing cause and the *Insurer(s)* is satisfied that *Damage* has been avoided or mitigated as a result of the measures taken
- (b) the Policy terms exceptions clauses and conditions shall apply as if *Damage* had occurred

The maximum the *Insurer(s)* will pay under this Clause for any or all claims arising out of one cause is limited to the amount stated in the Schedule

Loss Of Contents

The insurance provided by this Section is extended to include loss of the contents of oil storage tanks belonging to the Insured or for which the Insured is responsible at the *Premises* by

- (a) Escape of Contents - Accidental leakage discharge or overflow from the oil storage tanks
- or
- (b) Contamination - contamination of the contents of the oil storage tanks

including cleaning costs incurred as a result of such loss

Cover under this Clause excludes

- (i) loss caused by fire howsoever the fire may have been caused
- (ii) loss resulting from corrosion erosion or wasting of the material of the oil storage tanks
- (iii) contamination of the contents resulting from
 - (1) the natural settling separation or accumulation of fluids or materials constituting the normal contents
 - (2) the deliberate use of fluids or materials in the oil storage for cleaning flushing or similar purposes

- (iv) loss due to solidification (howsoever caused) of the contents or loss due to biological activity in the contents
- (v) loss sustained whilst oil storage tanks are in transit between premises or working sites
- (vi) costs or expenses arising from pollution or contamination of property not covered by this Clause

The maximum the *Insurer(s)* will pay for any or all claims arising out of one cause is limited to the amount stated in the Schedule

Loss of Rental Income

If the normal functioning of the *Premises* is interrupted or interfered with due to *Damage* for which indemnity is provided by this policy *Insurer(s)* will indemnify the Insured for any Loss of *Rent* incurred by the Insured during the *Indemnity Period*.

The maximum the *Insurer(s)* will pay for any or all claims arising out of one cause is limited to the amount stated in the Schedule

The *Insurer(s)*'s Rights

If *Damage* occurs which may lead to a claim, the *Insurer(s)* may take possession of, or require to be delivered to them *Plant or Machinery* which the *Insurer(s)* will deal with in a reasonable manner without incurring liability or reducing their rights.

The *Insurer(s)* will not pay for *Damage* if the Insured or anyone acting on their behalf

- i) do not comply with the *Insurer(s)*'s requirements
- ii) hinder or obstruct the *Insurer(s)*

The Insured is not entitled to abandon *Property* to the *Insurer(s)*

Prevention of Further Loss

If *Damage* occurs which may lead to a claim, the Insured shall discontinue the use of any damaged *Plant or Machinery* unless the *Insurer(s)* authorise otherwise and until such *Property* has been repaired to the *Insurer(s)*'s satisfaction

Hired Plant

The Company will pay the Insured for their legal liability under the terms of the hiring agreement to pay

- (a) for *Damage to Hired Plant*
- (b) continuing hiring charges for *Hired Plant* following *Damage* insured under (a)

The maximum the *Insurer(s)* will pay for any or all claims arising out of one cause is limited to the amount stated in the Schedule

whilst the *Hired Plant* is at the *Premises* and whilst in transit (other than by sea or air) from one *Premises* to another

The Company will where legal proceedings have been defended with their written consent pay all legal expenses for which the Insured may be liable

Provided that the insurance under this Section shall apply only to items of *Hired Plant* which have a new replacement value of £20,000 or less.

Hire of Replacement Plant or Machinery

The *Insurer(s)* will indemnify the Insured in respect of costs and expenses incurred with the *Insurer(s)*'s consent for the temporary hire or rental of replacement *Plant or Machinery* following *Damage* which is insured under this Extension but excluding any hire or rental costs incurred in the first 48 hours immediately following *Damage*

The maximum the *Insurer(s)* will pay under this Clause for any or all claims arising out of one cause is limited to the amount stated in the Schedule

Supplementary Expenses

The *Insurer(s)* will, at their discretion, pay additional costs and expenses incurred as a result of

- i) temporarily repairing *Damage to Plant or Machinery*
- ii) ensuring the *Damage to Plant or Machinery* is repaired as soon as possible.

The maximum the *Insurer(s)* will pay under this Clause for any or all claims arising out of one cause is limited to the amount stated in the Schedule

Temporary Removal

The *Insurer(s)* will indemnify the Insured in respect of *Damage* whilst *Plant or Machinery* is temporarily removed for a period not exceeding six months anywhere in the European Union or in the European Free Trade Area including transit for the purposes of the *Business* or for cleaning, renovating or repair

SECTION 6 - MACHINERY DAMAGE EXCLUSIONS

The insurance by the Section will not provide indemnity in respect of

- 1) The cost of remedying or repairing
 - a) gradual deterioration or wear and tear
 - b) gradually developing defects flaws deformation distortion cracks or partial fractures
 - c) loose parts or defective joints or seams unless caused directly by overheating brought about by shortage of water in *Plant or Machinery* which is subject to steam or fluid pressure

However the *Insurer(s)* will indemnify the Insured for any consequent *Damage to Plant or Machinery* insured under this Extension.

- 2) Either
 - a) The cost of any maintenance work
 or
 - b) *Damage* caused by the use of any tool or process applied to *Plant or Machinery* during maintenance repair alteration modification or overhaul
- 3) *Damage* caused by
 - a) any test or experiment
 - b) *Plant or Machinery* being intentionally overloaded.
- 4) any loss or *Damage* caused by any condition which can be corrected by resetting, recalibrating, realigning, tightening, adjusting or cleaning or by the performance or maintenance
- 5) loss or *Damage* recoverable under any maintenance agreement or any warranty or guarantee
- 6) Disappearance or shortage of *Plant or Machinery* if the loss is discovered during
 - a) the making of an inventory
 - b) stock taking

- 7) *Damage* caused by or to materials or substances being treated, handled or processed
- 3) *Damage* caused by the use of crane(s) unless the lifting operation complies fully with the requirements of BS7121 or any other British or International standard which may replace it
- 4) *Damage* to or liability arising out of *Plant or Machinery* which the Insured hires out without the *Insurer(s)*'s consent
- 5) Any penalty
 - a) for delay and detention
 - b) in connection with guarantees or performance or efficiency
 - c) for liquidated damages or consequential loss
 - d) for liability not specifically provided for by the Extension
- 9) Tyres damaged by
 - a) the application of brakes
 - b) punctures or bursts
- 10) *Damage to Plant or Machinery* during transit by sea or air
- 11) *Damage* to any airborne or waterborne vessel or craft, marine rig or platform or any *Plant or Machinery* situated on them
- 12) *Damage* caused by the wilful act or wilful neglect by the Insured
- 13) *Damage* to experimental or prototype plant or machinery
- 14) *Damage* caused by or consisting of
 - a) Fire, lightning or explosion
 - b) aircraft and other aerial devices or articles dropped therefrom
 - c) earthquake
 - d) storm, tempest, flood
 - e) water discharged or leaking from an installation of automatic sprinklers



- f) subsidence, ground heave, landslip
- g) theft or attempted theft
- h) riot, strike, locked-out workers, civil commotion or persons taking part in labour disturbances

or for which the Insured is otherwise entitled to an indemnity under the Section 1 Property Damage of this Policy

GENERAL POLICY EXCLUSIONS

This Policy does not cover

Cyber Liability

Definitions specific to this exclusion

The definitions of Data and Property in relation to losses in regard to this clause are deleted and replaced with the following

Data

means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a Computer System

Property

means material property

The following definitions are added

Cyber Act

means an unauthorised malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any Computer System

Cyber Incident

means

- a) any error or omission or series of related errors or omissions involving access to processing of use of or operation of any Computer System or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any Computer System

Computer System

means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data

storage device networking equipment or back up facility

Cyber exclusion

The following exclusion applies

No indemnity will be provided in respect of any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any *Cyber Act* or *Cyber Incident* including but not limited to any action taken in controlling preventing suppressing or remediating any *Cyber Act* or *Cyber Incident* regardless of any other cause or event contributing concurrently or in any other sequence thereto

This exclusion will not apply to legal liability to pay damages and legal costs resulting from

- a) statutory liability under the Employers' Liability cover
- b) liability caused by or arising out of a *Cyber Act* or a *Cyber Incident* that results in *Injury* to third parties or physical damage to third party *Property* (as defined in this clause)
- c) liability arising under the Data Protection extension

Any loss damage liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any loss of use reduction in functionality repair replacement restoration or reproduction of any *Data* including any amount pertaining to the value of such *Data* is not covered and is not considered as physical loss or damage for the purposes of this exclusion

Cyber Loss

Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes all loss *Damage* liability cost or expense of whatsoever nature directly or indirectly caused by contributed to by or resulting from arising out of or in any connection with

- 1.1. any unauthorised access to or loss of alteration of or *Damage* to or a reduction in the functionality availability or operation of a Computer System or any unauthorised access to or modification of *Data*

Notwithstanding the provisions of this sub-paragraph 1.1. and subject to all other terms and

conditions and exclusions contained in this policy this policy will provide cover for physical loss of or physical *Damage* to property insured under this policy (not including Data) and any Time Element Loss directly resulting therefrom where such physical loss or physical *Damage* is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy

- (i) Fire lightning or explosion
- (ii) Impact by aircraft or vehicle or animal or falling objects
- (iii) Wind storm hail tornado cyclone hurricane earthquake volcano tsunami flood freeze or weight of snow
- (iv) Escape of water or oil
- (v) Riot or civil commotion
- (vi) Subsidence heave or landslide
- (vii) Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
- (viii) Vandalism or malicious acts causing physical *Damage* to insured property caused by persons physically present at both the time and location of such *Damage*
- (ix) Accidental *Damage* to insured property caused by persons physically present at both the time and location of such *Damage*

1.2. any loss of use reduction in functionality repair replacement restoration or reproduction of any Data including any amount pertaining to the value of such Data

Notwithstanding the provisions of this subparagraph 1.2. in the event that hardware or the data storage device of a Computer System insured under this policy sustains physical *Damage* caused by a peril described in the proviso to paragraph 1.1. above which results in *Damage* to or loss of Data stored on that hardware or the data storage device then the *Damage* to or loss of such Data shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost Data under this Policy shall be limited to the cost of reproducing Data provided that such costs are otherwise indemnifiable under this policy

Such costs shall include all reasonable and necessary expenses incurred in re-creating

gathering and assembling such Data but shall not include the value of the Data whether to the Insured or any other party even if such Data cannot be recreated gathered or assembled

1.3. any

- (i) Unauthorised appropriation of Data
- (ii) Unauthorised transmission of Data to any Third Party
- (iii) Misrepresentation or use or mis-use of Data
- (iv) Operator error in respect of Data

1.4. any threat to carry out or perpetrate a hoax in respect of anything described in subparagraphs 1.1. – 1.3. above

1.5. any action taken or failure to take action to prevent control limit or respond to anything described in subparagraphs 1.1. – 1.4. above

Definitions specific to this exclusion

Computer System

means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility

Data

means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a Computer System

Time Element Loss

means business interruption contingent business interruption or any other consequential losses

This exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below

- a) Employers' Liability

- b) Public Liability
- c) Terrorism
- d) Equipment Breakdown

Date Recognition

Any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- a) electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program computer data processing equipment telecommunication equipment or systems or any similar device
- b) media or systems used in connection with any of the foregoing whether the *Property* of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date

including without limitation the failure or inability to recognise capture save or retain or restore and/or correctly to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of

- i) recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct date day of the week or period of time
- ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in a) and b) above

Provided always that this General Exclusion shall not apply

- 1) to any claim for subsequent *Damage* to any *Property* or consequential loss otherwise indemnifiable by this Policy subject to all its terms and provisions which results from fire lightning explosion aircraft and other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than theft earthquake storm flood escape of water from any tank or apparatus or pipe impact by any road vehicle or animal theft or subsidence arising under Section 1 Property Damage and Section 2 Rent of this Policy

- 2) to any claim made or arising under insurance in respect of Employers Liability if provided by this Policy

Excess

The Insured's retained liability specified as the Excess in the Schedule

Infectious or Communicable Disease

Definition applicable to this exclusion

Infectious or Communicable Disease means any disease pandemic or epidemic including but not limited to any

- 1) virus
- 2) bacterium
- 3) parasite
- 4) other organism or infectious matter
- 5) any mutation or variation to any of the above

whether

- a. living or dead
- b. natural or artificial
- c. officially declared an epidemic or pandemic or not

transmitted by any direct or indirect means (whether asymptomatic or not)

This policy does not cover loss damage liability cost expense or any other sum of whatsoever nature directly or indirectly caused by resulting from arising out of or related to or contributed to by

- 1) any Infectious or Communicable Disease including but not limited to
 - a. the fear of a threat (whether actual or perceived) from an Infectious or Communicable Disease
 - b. contamination or fear of contamination (whether actual or perceived) of property by an Infectious or Communicable Disease

but this shall not exclude direct physical loss or physical damage to insured property at the *Premises* occurring during the Period of insurance resulting directly or indirectly from or caused by a peril otherwise insured by this policy

- 2) any action taken or failure to take action to prevent control or respond to any Infectious or Communicable Disease

Provided that

- i. this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- ii. in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
- iii. where *Insurer/s* apply this exclusion the burden of proving the contrary rests with the *Insured*
- iv. this exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below
 - a. Employers' Liability
 - b. Public Liability
 - c. Medical Malpractice
 - d. Reputational Risks
 - e. Professional Indemnity
 - f. Governors' Trustees' and Management Liability
 - g. Directors & Officers Liability
 - h. Personal Accident
 - i. Legal Expenses
 - j. Travel
 - k. Terrorism

Radioactive Contamination

Excluding loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

- d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by the Insured for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended

- e) any chemical biological bio-chemical or electromagnetic weapon
- f) However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon
- g) This exclusion does not apply to the Employers' liability section except in respect of liability of any principal and liability assumed by agreement

Terrorism

Applicable to Sections 1 – Property Damage and 2 – Rent

Any *Damage* to the *Property* Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- a) *Terrorism*
- b) civil commotion in Northern Ireland
- c) any action taken in controlling preventing suppressing or in any way relating to (a and/or (b above)

Terrorism means

- i) in respect of *Damage* occurring in Great Britain *Act of Terrorism* means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any other government de jure or de facto
- ii) in respect of *Damage* occurring in The Channel Islands The Isle of Man and elsewhere other than specified in i) above *Act*



of Terrorism means any act or acts including but not limited to

- the use or threat of force and/or violence
- and/or
- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

In any action, suit or other proceedings where the *Insurer(s)* alleges that by reason of this exclusion any *Damage* or any consequential loss is not covered (or is covered only up to a specified limit of liability) the burden of proving to the contrary shall be upon the Insured

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

War and Kindred Risks

Any consequence or any liability for any consequence of

- a) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- b) nationalisation confiscation requisition seizure or destruction by the government or any public authority
- c) any action taken in controlling preventing suppressing or in any way relating to a) and/or b) above

However a) and c) do not apply to Section 5 Employers Liability and b) does not apply to Section 4 Property Owners and Products Liability



Financial Services Compensation Scheme

Ecclesiastical Insurance Group plc are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portoken Street, London, E1 8BN

Ecclesiastical Insurance Office plc (EIO)

Reg. No. 24869.

Registered in England at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom.

EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

In order to maintain quality service telephone calls may be monitored or recorded

COMPLAINTS PROCEDURE

The Insured should adopt the following procedure

Making Yourself Heard

If you have cause for complaint, it is important you know that the *Insurer(s)* is committed to providing you with an exceptional level of service and customer care

The *Insurer(s)* realise that things can go wrong and there may be occasions when you feel that the service you expected has not been provided. When this happens, the *Insurer(s)* want to hear about it so that matters can be put right

Who to contact?

The most important factors in getting your complaint dealt with as quickly and efficiently as possible are

- to be sure you are talking to the correct person, and
- that you are giving him/her the correct information

So we begin by establishing your first point of contact

Step One - Initiating your complaint

In the first instance you need to contact the Gallagher office who sold you your Policy. You will need to call the number on your Policy document and state your complaint.

- Please provide your name and a contact telephone number
- Please quote your Policy and/or claim number, and the type of policy you hold
- Please explain clearly and concisely the reason for your complaint

If you wish to provide written details, the following checklist has been prepared for you to use when drafting your letter

- Head your letter 'COMPLAINT'
- Give your full name, post code and contact telephone number(s)
- Quote the type of policy and your Policy and/or claim number
- Advise the name of your insurance agent/firm (if applicable)

- Explain clearly and concisely the reason(s) for your complaint

The letter should be sent to the person dealing with your complaint along with any other material required

If your complaint is about Gallagher and the service we have provided Gallagher will deal with the complaint

If your complaint is about the product you have been sold or a claim on your Policy Gallagher will pass the details of your complaint to Ecclesiastical Insurance Group plc or the relevant Claims Office to deal with the complaint

It is expected that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if you are not satisfied, you can take the issue further

Step 2 – Beyond Gallagher and Ecclesiastical Insurance Group plc

If Gallagher or the *Insurer(s)* have given you its final response and you are still dissatisfied you may be able to refer your case to the Financial Ombudsman Service (FOS)

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

- The *Insurer(s)* has provided you with written confirmation that its internal complaints procedure has been exhausted

The Ombudsman can be contacted at:
Insurance Division
Financial Ombudsman Service
Exchange Tower
London E14 9SR
Tel: 0800 023 4567
Fax: 020 7964 1001

Referral to the Ombudsman will not affect your right to take legal action against the *Insurer(s)*

Insurer(s) promise to you

The *Insurer(s)* will

- acknowledge written complaints promptly
- investigate quickly and thoroughly
- keep you informed of progress
- do everything possible to resolve your complaint

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