



Marsh Specialty

The Co-Proprietors & Bondholders per Speirs
Gumley Property Management Limited

Property Owners Policy Wording

Policy wording for the period 31st October 2023
To 30th September 2024

Date 02/10/2023

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Schedule

The Company: Aviva Insurance Ltd

Schedule Number: 1

Date of Issue: 02/10/2023

Policy Number: 100784779CPO

The Insured: The Co-Proprietors & Bondholders per Speirs Gumley Property Management Limited

The clients of Speirs Gumley Property Management Limited

Where Speirs Gumley Property Management Limited are acting on behalf of their clients that are an **Insured** disclosed to and agreed by the **Company** and/or Joint Ventures and/or Subsidiary Companies and/or Other Parties and/or **Composite Insured** entities jointly for their respective rights and interests as disclosed to the **Company**

Where this **Policy** is arranged on behalf of the clients of a managing agent (being a client of Marsh Limited) and their clients that are an **Insured** disclosed to and agreed by the **Company** they will each be treated as if a separate policy has been issued to each of them. For avoidance of doubt all Sums Insured and Limits detailed under the **Policy** will not be diluted should another **Insured** (being a client of the managing agent that is a client of Marsh Limited) have a valid and collectible insurance claim arising from an insured event that impacts more than one **Insured**

The Business: Managing Agents and/or Property Owners and/or occupations associated or incidental thereto

Principal Address: Speirs Gumley Property Management Limited
Red Tree Magenta
270 Glasgow Road
Glasgow
G73 1UZ

Period of Insurance: From 31st October 2023 to 30th September 2024 both days inclusive
Renewal Date:

The Premises : As per declarations made to Aviva Insurance Ltd

Sections: The following sections will form part of the policy wording only if noted as
Operative

1 - Property Damage	Operative (Where Applicable)
2 - Loss of Revenue	Operative (Where Applicable)
3 - Terrorism	Operative (Where Applicable)
4 - Property Owners Liability	Operative (Where Applicable)
5 - Employers Liability	Operative (Where Applicable)

Schedule

Sum Insured:	Buildings	Declared Value	GBP As Declared to the Company
	Buildings	Inflation Provision	50% in addition to the Declared Value
	Buildings	Sum Insured	GBP As Declared to the Company
	Landlords Contents	Declared Value	GBP As Declared to the Company
	Landlords Contents	Inflation Provision	50% in addition to the Declared Value
	Landlords Contents	Sum Insured	GBP As Declared to the Company
	Declared Rental Value	Sum Insured	GBP As Declared to the Company
	Maximum Indemnity Period		As notified to the Company other than: Denial of Access Clause - 3 Months Specified Diseases Clause - 3 Months Loss of Attraction Clause - 3 Months
	Accelerated Reinstatement Expenses		GBP 250,000
	Indemnity Period		12 month

All figures shown under Loss of Rent reflect passing values. Uplift provisions are in addition to the values shown. The Sum Insured reflects the declared value for each item (as declared to Aviva Insurance Ltd) uplifted by the Day-One non-adjustable percentage (50%) unless sub-limited by the Policy.

Limits of : Liability

Section 4 - Property Owners Liability

Public Liability

GBP 25,000,000 any one **Occurrence** with legal costs in addition

Products Liability

GBP 25,000,000 any one **Occurrence** and in the aggregate in the **Period of Insurance** with legal costs in addition

Data Protection

GBP 1,000,000 any one **Occurrence** and in the aggregate in the **Period of Insurance**

Environmental Statutory Clean-Up Costs

GBP 1,000,000 any one **Occurrence** and in the aggregate in the **Period of Insurance** inclusive of legal costs

Financial Loss

GBP 500,000 any one **Occurrence** and in the aggregate in the **Period of Insurance** inclusive of legal costs

Legionella

GBP 1,000,000 any one **Occurrence** and in the aggregate in the **Period of Insurance** inclusive of legal costs

Libel and Slander

GBP 250,000 any one **Occurrence** and in the aggregate in the **Period of Insurance** inclusive of legal costs

Terrorism Limit - Public Liability

GBP 5,000,000 any one **Occurrence**

Terrorism Limit - Products Liability

GBP 5,000,000 any one **Occurrence** and in the aggregate in the **Period of Insurance**

Schedule

Insured's Contribution: *Section 1 - Property Damage Section 2 - Loss of Revenue & Section 3 - Terrorism Insurance - Combined*

Fire explosion and aircraft	GBP £500
Subsidence landslip and heave	GBP1,000
Flood/ Storm	Variable
All other insured Damage	GBP 500

Excess Vary by property, and are noted more specifically on the Property Specific Certificates

Section 4 - Property Owners Liability

Third Party Property Damage	GBP 500
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Section 5 - Employers Liability

Any One Occurrence	Nil
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being the amount of each and every Occurrence to be borne by the Insured

Cover Details:

All Sums Insured/Limits shown in the Schedule of the **Policy** are any one **Occurrence** unlimited in the **Period of Insurance** unless specified to the contrary

All Limits shown in the Schedule of the **Policy** are in addition to the Sums Insured unless specified to the contrary

General Conditions applying to all Sections

	Operative	Limits
Capital Additions	YES	GBP 5,000,000
Fair Presentation of Risk Condition Clause 3.a).ii - Non-Proportional Remedy	NO	

General Conditions - Optional Clauses applying to all Sections

	Operative
Cover as Broad as Previous	NO
Difference in Conditions and Limits	NO
Innocent Non-Disclosure	NO
Non-Vitiation	YES
Premium Obligations	YES
Security Default	YES

Section 1 Property Damage - The Basis of Settlement of Claims

	Limits
Item 1a) v. The reduction in freehold or leasehold value	GBP5,000,000
Item 6. The cost of replacing locks	Inner limit up to GBP30,000 any one Occurrence and GBP90,000 during any one Period of Insurance
Item 10. Loss minimisation expenses	GBP50,000

Schedule

Section 1 Property Damage - Clauses

Contract Works		Limits GBP1,000,000 maximum value any one contract plus an additional allowance of up to 20% of this limit in respect of professional fees
Criminal Acts Reward Costs		GBP50,000
Damage to Grounds by Emergency Services		GBP50,000
Dangerous Structures Notice		GBP 1,000,000 any one Occurrence and GBP2,000,000 during any one Period of Insurance
Dilapidation		GBP10,000 during any one Period of Insurance
Eviction of Unlawful Occupants		GBP50,000
Exhibition Equipment		GBP 50,000
Extra Security Costs		GBP500,000
Fly Tipping		GBP 50,000 any one Occurrence and GBP250,000 during any one Period of Insurance
Frustrated Legal Costs		GBP15,000
Further Investigation Expenses		GBP50,000
Involuntary Bailee		GBP100,000
Japanese Knotweed		GBP 10,000 any one Occurrence and GBP30,000 during any one Period of Insurance
Leasehold Premises		GBP5,000,000
Personal Possessions		GBP2,500 per person
Privity of Contract		GBP10,000,000
Public Relations Expenses		GBP50,000
Removal of Nests		GBP10,000
Unexpected Archaeological Discoveries		GBP1,000,000 any one Occurrence and during any one Period of Insurance

Section 1 Property Damage - Optional Clauses

	Operative	Limits
Diminution in Value	YES	GBP 1,000,000
Environmental Materials	YES	GBP 1,000,000
Flood Resilience and Protection Expenses	YES	GBP 1,000,000
Inadvertent Underinsurance - Professional Valuer	NO	As per policy wording
Incombustible Reinstatement	YES	GBP 1,000,000
Indexation	NO	As per policy wording
Loss of Planning Consent	YES	GBP 5,000,000
Munitions of War	YES	As per policy wording

Schedule

Section 2 Loss of Revenue - Clauses

Business Rates		Limits GBP100,000 any one Occurrence and GBP500,000 during any one Period of Insurance
Denial of Access		GBP 1,000,000 during any one Period of Insurance
Failure of Utilities		GBP1,000,000 during any one Period of Insurance
Foul or Surface Water Drainage		GBP 1,000,000
Loss of Attraction		GBP 1,000,000 during any one Period of Insurance
Managing Agents Premises		GBP 1,000,000 during any one Period of Insurance
Renewable Energy Income		GBP 500,000
Specified Disease Vermin Defective Sanitary Arrangements		
Murder & Suicide		GBP 100,000 during any one Period of Insurance

Sections 1 Property Damage and Section 2 Loss of Revenue - Clauses

Automatic Cover from Exchange		Limits GBP 5,000,000
Failure of Third Party Insurance		GBP 5,000,000
Inadvertent Failure to Insure		GBP 5,000,000
Loss of Licence		GBP 5,000,000 in respect of any one premises and GBP 500,000 in respect of Buildings items

Optional Clauses applying to both Section 1 Property Damage and Section 2 Loss of Revenue

	Operative	Limits
Claims Advocacy Expenses	YES	GBP 25,000 any one Occurrence and GBP 100,000 during any one Period of Insurance
Rise in Water Table	YES	Inner limit up to GBP100,000

Optional Clauses applying to Section 4 Property Owners Liability

	Operative	Limit
Contractors Non-negligent Liability	NO	GBP 1,000,000 any one Occurrence

Property Owners Liability Exclusions

Property Owners Liability Asbestos Exclusion 14 (a) & (b)	Operative YES
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Claims Conditions - All Sections

	Operative
3. Subrogation d.	YES
3. Subrogation e.	YES

Schedule

Premium: As Disclosed to the Insurer

**Insurance
Premium Tax:** As Disclosed to the Insurer

Total: As Disclosed to the Insurer

Authorised

On behalf of the **Company** named in this Schedule

KEEP THIS SCHEDULE SAFELY WITH YOUR POLICY DOCUMENTS AS IT IS PART OF THE POLICY AND MUST BE READ IN CONJUNCTION WITH IT

Introduction

Please read this **Policy** and the Schedule which forms part of the **Policy** to ensure that it meets with your requirements. If it does not please immediately advise the **Company** or Marsh Limited.

The **Company** and the **Insured** agree that:

1. the **Policy** the Schedule (including any Schedule issued in substitution) and any endorsements shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears
2. where the **Policy** includes *Property Damage* insurance *Loss of Revenue* insurance *Terrorism* insurance *Property Owners Liability* insurance and *Employers' Liability* insurance each of these shall be considered as one document and any word or expression to which a specific meaning has been attached in any of these Sections shall bear such meaning only in relation to the Section in which it appears
3. in consideration of payment of the premium the **Company** will provide the insurance described in this **Policy** subject to the terms and conditions for the **Period of Insurance** shown in the Schedule and any subsequent period for which the **Insured** shall pay and the **Company** shall agree to accept the premium
4. the **Policy** the Schedule and all subsequent endorsements are accepted by the **Company** as their own

Cessation of Insured's Interest

The **Policy** shall be avoided in respect of any **Property** whereby the interest of the **Insured** ceases by will or operation of law

Claim Notification

It is important that you comply with all **Policy** conditions and you should familiarise yourself with their requirements. Directions for claims notification are included in the *Claims Conditions*. Please remember that events that may give rise to a claim under this **Policy** must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

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

- Name address and contact phone number(s)
- Policy number
- The date of the event
- The cause of **Damage**
- Address where the loss took place together with an estimated claim value if available
- If the claim involves **Personal Injury** or damage to third party property the names and addresses of any other parties involved or responsible including details of injuries and names and addresses of any witnesses (if known)

This information will enable the **Company** to make an initial evaluation on **Policy** liability. The **Company** may however request additional information depending on circumstances and estimated claim value. Sometimes the **Company** may wish to meet with the **Insured** to discuss the circumstances of the claim to inspect the damage or to undertake further investigations.

The **Company** takes pride in the claims service it offers to its customers and has developed a network of contractors repairers and product suppliers dedicated to providing claim solutions.

Introduction

Contracting Parties and Rights of Action

No person or organisation shall have any rights under or in connection with this **Policy** by virtue of the Contracts (Rights of Third Parties) Act 1999 or any amendment or re-enactment thereof

The **Insured** may not assign to any other person or organisation any right or cause of action against the **Company** under or in connection with this **Policy** without the specific agreement of the **Company**

Data Protection - Privacy Notice

Personal Information

The **Company** collect and use personal information about the **Insured** so that the **Company** can provide the **Insured** with a **Policy** that suits the **Insured's** insurance needs This notice explains the most important aspects of how the **Company** use the **Insured** information but the **Insured** can get more information about the terms the **Company** use and view the **Company's** full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at Aviva Freepost Mailing Exclusion Team Unit 5 Wanlip Road Industrial Estate Syston Leicester LE7 1PD

The data controller responsible for this personal information is the **Company** as the insurer of the product Additional controllers include Marsh Limited who are responsible for the sale and distribution of the product and any applicable insurers reinsurers or brokers the **Company** use

Personal information the **Company** collect and how the **Company** use it

The **Company** will use personal information collected from the **Insured** and obtained from other sources:

1. to provide the **Insured** with insurance: the **Company** need this to decide if the **Company** can offer insurance to the **Insured** and if so on what terms and also to administer the **Insured** policy handle any claims and manage any renewal
2. to support legitimate interests that the **Company** have as a business The **Company** need this to:
 - a) manage arrangements the **Company** have with our insurers reinsurers and brokers the **Company** use and for the detection and prevention of fraud
 - b) help better understand their customers and improve their customer engagement This includes profiling and customer analytics which allows them to make certain predictions and assumptions about the **Insured** interests make correlations about the **Company's** customers to improve their products and to suggest other products which may be relevant or of interest to customers
3. to meet any applicable legal or regulatory obligations: the **Company** need this to meet compliance requirements with their regulators (e.g. Financial Conduct Authority) to comply with law enforcement and to manage legal claims and
4. to carry out other activities that are in the public interest: for example the **Company** may need to use personal information to carry out anti-money laundering checks

The **Company** may also use personal information about other people for example family members the **Insured** wish to insure on a policy If the **Insured** are providing information about another person the **Company** expect the **Insured** to ensure that they know the **Insured** are doing so The **Insured** might find it helpful to show them this privacy notice

The personal information the **Company** collect and use will include name address and date of birth financial information and details of the **Insured** business and property If a claim is made the **Company** will also collect personal information about the claim from the **Insured** and any relevant third parties The **Company** may also need to ask for details relating to the health or any unspent offences or criminal convictions of the **Insured** or somebody else covered under the **Insured** policy The **Company** recognise that information about health and offences or criminal convictions is particularly sensitive information The **Company** will ensure that the **Company** only use that information where the **Company** need to for their insurance purposes (including assessing the terms of the **Insured** insurance contract dealing with changes to the **Insured** policy and/or dealing with claims)

There may be times when the **Company** need consent to use personal information for a specific reason If this happens the **Company** will make this clear to the **Insured** at the time If the **Insured** give the **Company** consent to using personal information the **Insured** are free to withdraw this at any time by contacting the **Company** - refer to the "Contacting us" details below Please note that if consent to use this information is withdrawn the **Company** will not be able to continue to process the information the **Insured** gave the **Company** for this/these purpose(s) This would not affect the **Company's** use of the information where consent is not required

Introduction

The **Insured** do not have to provide the **Company** with any personal information but if the **Insured** don't provide the information the **Company** need the **Company** may not be able to proceed with the **Insured** application for insurance or any claim the **Insured** make

Some of the information the **Company** use as part of this application may be provided to the **Company** by a third party. This may include information already held about the **Insured** and the **Insured** business and property within the **Company** group including details from previous quotes and claims information the **Company** obtain from publicly available records the **Company's** trusted third parties and from industry databases including fraud prevention agencies and databases

Credit Reference Agency Searches

The **Company** or their agents may:

1. undertake checks against publicly available information (such as electoral roll county court judgments bankruptcy orders or repossession(s)) Similar checks may be made when assessing claims
2. carry out a quotation search from a credit reference agency (CRA) This will appear on the **Insured** credit report and will be visible to other credit providers. It will be clear it's a quotation and not a credit application by the **Insured**. The **Company** do this so that the **Company** are able to offer the **Insured** a monthly credit payment option

The **Company** use data from their CRA to verify the **Insured** identity prevent fraud and carry out risk profiling which allows them to calculate the **Insured** premium and payment options. The **Company** may need to obtain information relating to the **Insured** at quotation renewal and in certain circumstances where policy amendments are requested. Where the **Insured** agree to pay monthly under the **Company's** credit agreement the status of the **Insured** quotation search from the **Company's** CRA will be updated to reflect the **Insured** credit application and this will be visible to other credit providers. CRA's may keep a record of this search.

In order to assess the **Insured** application the **Company** will supply the **Insured** personal information to their CRA and they will give them information about the **Insured** such as about the **Insured** financial history. The **Company** do this to assess creditworthiness and product suitability check the **Insured** identity manage the **Insured** account trace and recover debts and prevent criminal activity. The **Company** will also continue to exchange information about the **Insured** with CRA's on an ongoing basis including about the **Insured** settled accounts and any debts not fully repaid on time. CRA's will share the **Insured** information with other organisations. The **Insured** data will also be linked to the data of the **Insured** spouse any joint applicants or other financial associates.

The identity of the **Company's** CRA and the ways in which they use and share personal information are explained in more detail at www.callcredit.co.uk/crain

Automated decision making

The **Company** carry out automated decision making to decide whether the **Company** can provide insurance to the **Insured** and on what terms deal with claims or carry out fraud checks. In particular the **Company** use an automated underwriting engine to provide on-line quotes using the information the **Company** have collected.

How the Company share the Insured personal information with others

The **Company** may share the **Insured** personal information:

1. with the **Company** group their agents and third parties who provide services to them and the **Insured** intermediary and other insurers (either directly or via those acting for the **Company** such as loss adjusters or investigators) to help them administer their products and services
2. with regulatory bodies and law enforcement bodies including the police e.g. if the **Company** are required to do so to comply with a relevant legal or regulatory obligation
3. with other organisations including insurers public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes

Introduction

4. with reinsurers who provide reinsurance services to the **Company** or each other in respect of risks underwritten the **Company** with insurers who cover the **Company** under its group insurance policies and with their brokers who arrange and manage such reinsurance and insurance arrangements They will use the **Insured** data to decide whether to provide reinsurance and insurance cover arrange and manage such cover assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations They will keep the **Insured** data for the period necessary for these purposes and may need to disclose it to other companies within their group their agents and third party service providers law enforcement and regulatory bodies

Some of the organisations the **Company** share information with may be located outside of the European Economic Area (“EEA”) The **Company** will always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect the **Insured** privacy rights For more information on this please see our Privacy Policy or contact us

How long the Company keep the Insured personal information for

The **Company** maintain a retention policy to ensure the **Company** only keep personal information for as long as the **Company** reasonably need it for the purposes explained in this notice The **Company** need to keep information for the period necessary to administer the **Insured** insurance and deal with claims and queries on the **Insured** policy The **Company** may also need to keep information after our relationship with the **Insured** has ended for example to ensure the **Company** have an accurate record in the event of any complaints or challenges carry out relevant fraud checks or where the **Company** are required to do so for legal regulatory or tax purposes

The Insured rights

The **Insured** have various rights in relation to the **Insured** personal information including the right to request access to the **Insured** personal information correct any mistakes on our records erase or restrict records where they are no longer required object to use of personal information based on legitimate business interests ask not to be subject to automated decision making if the decision produces legal or other significant effects on the **Insured** and data portability For more details in relation to the **Insured** rights including how to exercise them please see our full privacy policy or contact us - refer to the “Contacting us” details below

Contacting us

If the **Insured** have any questions about how the **Company** use personal information or if the **Insured** want to exercise the **Insured** rights stated above please contact the Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer Level 5 Pitheavlis Perth PH2 0NH

If the **Insured** have a complaint or concern about how the **Company** use the **Insured** personal information please contact the **Company** in the first instance and the **Company** will attempt to resolve the issue as soon as possible The **Insured** also have the right to lodge a complaint with the Information Commissioners Office at any time

Headings

Any headings used in this **Policy** are for information only and do not form part of the cover

Law Applicable

In the UK the law allows both the **Insured** and the **Company** to choose the law applicable to the contract This contract will be subject to the relevant law of England and Wales Scotland Northern Ireland the Isle of Man or the Channel Islands depending upon the **Insured's** address stated in the Schedule If there is any dispute as to which law applies it will be English law

The parties agree to submit to the exclusive jurisdiction of the English courts

The Company's Liability

Unless expressly varied under the optional Non-Vitiation clause for all purposes including but not limited to the application of the Sums Insured or Limits and consideration of when and how the **Policy** will respond for all parties included in the definition of the **Insured** in the Schedule who shall constitute one **Insured** or one party or legal entity so that there will be only two parties to the contract of insurance between the **Insured** and the **Company**

General Conditions

All Conditions operative as shown

Capital Additions

All operative sections of the **Policy** shall subject to its terms and conditions extend to cover:

1. any newly acquired or newly erected **Property** in the **United Kingdom** the Channel Islands or Isle of Man including alterations additions and improvements to **Buildings** but not in respect of any appreciation in value during the **Period of Insurance**
2. **Rent Receivable** in respect of any newly acquired or newly erected **Buildings** and existing **Buildings** which are newly let and following alterations additions and improvements to **Buildings** during the current **Period of Insurance**

Provided that

- c) at any one location the operative sections covered under the **Policy** shall not exceed the Limits stated in the Schedule at the time the **Insured** becomes responsible but only insofar as such insurance is not otherwise insured
- d) the **Insured** undertakes to give particulars as soon as practicable but no later than 90 days from the date the **Insured** becomes responsible for such items and in respect of **Advanced Rent** no later than 90 days following commencement of negotiations with a respective tenant or agent and to effect specific insurance thereon and pay the appropriate additional premium from the date of inception

Fair Presentation of Risk Condition

1. The **Insured** must at inception renewal and variation of this insurance make a **Fair Presentation of the Risk** to the **Company**
2. If the **Insured** fails to comply sub-condition 1
 - a) if such failure is deliberate or reckless the **Company** may avoid this insurance and refuse all claims and keep all premiums paid
 - b) where any breach by the **Insured** is proven by the **Company** to be of such other nature that if the breach had not occurred the **Company** would not have agreed to provide cover under this **Policy** on any terms the **Company** may avoid this insurance and refuse all claims and return all premiums paid by the **Insured**
3. If the **Insured** fails to comply with sub-condition 1 and the **Company** would have underwritten this insurance on different terms (as to premium and/or otherwise) the **Company** shall not be entitled to avoid this insurance (except where the breach is deliberate or reckless) but sub-conditions 3.a) and 3.b) shall apply instead:
 - a) if the **Company** would have charged a higher premium the **Company's** liability for any loss shall be either
 - i. limited to the proportion that the premium the **Company** charged bears to the higher premium the **Company** would have charged as outlined in the Schedule 1 of the Insurance Act 2015
 - or where stated as operative in the Schedule to be subject to the Non-Proportional remedy basis
 - ii. the amount of any claim provided that the **Insured** shall pay the additional premium that the **Company** would have charged from the inception of the **Policy** or the date of variation
 - b) If the **Company** would have underwritten this insurance on different terms other than in relation to the premium the **Company** may treat this insurance as if it had been entered into on those different terms The **Company** will provide written notice of the terms to the **Insured**;
4. The burden shall be on the **Company** to prove all matters set out in this Condition

General Conditions

All Conditions operative as shown

Fraud

If the **Insured** or anyone acting on the **Insured's** behalf in collusion with them:

1. make a fraudulent or exaggerated claim under this **Policy**; or
2. use fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
3. make a false statement in support of a claim whether or not the claim is itself genuine; or
4. submit a claim under this **Policy** for loss or **Damage** which the **Insured** or anyone acting on the **Insured's** behalf in collusion with them or in connivance with the **Insured** deliberately caused ; or
5. realise after submitting what the **Insured** reasonably believe was a genuine claim under this **Policy** and then fail to tell the **Company** that the **Insured** has not suffered any loss or **Damage**; or
6. suppresses a defence which the **Insured** know would otherwise enable the **Company** to refuse to pay a claim under this **Policy**

The **Company** will:

- a) refuse to pay the whole of the claim; and
- b) recover any sums if any that have already been paid in respect of the claim

The **Company** may also notify the **Insured** that they will be treating this **Policy** as having terminated with effect from the date of any of the acts or omissions set out in sub-clauses 1. to 6. Above

If the **Company** terminates this **Policy** under this condition the **Insured** will:

1. have no cover under this **Policy** from the date of termination; and
2. not be entitled to any refund of premium

This shall not have any adverse impact upon any other entity that benefits from **Composite Insured** status under the **Policy** as stated in the Schedule and as defined under the Non-Vitiation clause

Permission

Permission is given without prejudice to the **Policy** to disconnect or render inoperative any fire protection equipment for any reason for any one period not exceeding 7 consecutive days unlimited in the Period of Insurance

Reasonable Precautions

The **Insured** shall take all reasonable precautions to avoid **Damage**

Sanctions

Notwithstanding any other terms of this **Policy** the **Company** will be deemed not to provide cover nor will the **Company** make any payment or provide any service or benefit to the **Insured** or any other party to the extent that such payment service benefit and/or any **Business** or activity of the **Insured** would violate any applicable trade or economic sanctions law or regulation

General Conditions

All Conditions operative as shown

Severability of Interest

Applicable to all Sections other than Section 4 Property Owners Liability Section 5 Employers Liability

If the **Insured** comprises more than one party each operating as a separate and distinct entity, this policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that for the purposes of the Loss Limit, Total Sum Insured, Sum Insured, Limits of Liability, any other limit of liability and/or any amount payable stated in The Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between

(1) the **Company** as one party

and

(2) The **Insured** as the other party

General Conditions - Optional Clauses

The following clauses are applicable only if stated in the Schedule to be operative

Cover as Broad as Previous Policy (in respect of Sections 1,2, 4 and 5 only)

To the extent that the indemnity afforded under this **Policy** in respect of any **Claim** hereunder or any part thereof is not as broad as or does not provide as high a limit of liability as the insurance provided under the **Insured's** previous policy the **Company** shall (at the **Insured's** request) provide indemnity to the **Insured** in respect of such claim or part of such claim to the same extent as would have been provided for under the previous policy.

Accordingly in respect of any such claim or part of such claim the terms conditions exclusions and limitations of the **Insured's** previous policy shall (at the **Insured's** request) be substituted for and take precedence over any terms conditions exclusions or limitations contained in this **Policy** which are less favourable to the **Insured**

The indemnity provided under this clause will not exceed an additional GBP 1,000,000 above the limits shown in this policies schedule page

Difference in Conditions/Difference in Limits

Where this clause is operative as shown in the Schedule the **Policy** will act as a master policy in respect of **Property** notified to the **Company** and for which an appropriate additional premium is paid

1. The insurance afforded by the **Policy** is to apply as difference in limits and difference in conditions of cover afforded by any other valid and collectible primary insurance
2. The **Policy** is primary to any other insurance available to the **Insured** if such other insurance was purchased by and issued to the **Insured** specifically to apply in excess hereof The **Policy** shall apply in excess of all other insurance available to the **Insured** and then shall apply only in the amount by which the applicable Sums Insured and/or Limits of the **Policy** exceed the sum of the applicable limits of all such insurance including any excess deductible or **Insured's Contribution** provisions
3. Without waiving any of the foregoing if any insurer affording other insurance to the **Insured** denies primary liability under its **Policy** the **Company** hereunder will respond under the **Policy** as though such other insurance were not available subject to the terms of the **Policy** provided that they shall be subrogated to all rights of the **Insured** to such other insurances and the **Insured** shall do all things necessary to enforce such rights
4. Where any amounts paid by the **Company** under policies attaching to and forming part of the master policy exceed the Sums Insured and/or Limits stated in the Schedule all such excess amounts shall be recoverable from the **Insured**
5. The **Company's** liability shall not exceed the Sums Insured and/or Limits stated in the Schedule

Innocent Non-Disclosure

The **Company** will not exercise its right to avoid the **Policy** under the Fair Presentation of Risk condition where it is alleged that there has been a breach of that condition provided that such alleged breach was innocent and free of any fraudulent conduct or intent to deceive

Non-Vitiation

Where any party or parties are noted as being **Composite Insured** under this **Policy** the **Company** agrees that any act neglect omission breach of warranty declaration or condition misrepresentation non-disclosure or want of due diligence fraud and/or failure to comply with **Policy** conditions on their part or on the part of the **Insured** shall not prejudice the rights of the other party provided that the other party shall immediately on becoming aware of such act neglect omission breach of warranty declaration or condition misrepresentation non-disclosure or want of due diligence fraud and/or failure to comply with **Policy** conditions give notice in writing to the **Company**

Premium Obligations (in accordance with appropriate finance agreements)

If the **Insured** fails to abide by or observe its obligation to pay any premium due under this **Policy** or to procure the same to be done the **Company** will give notice forthwith to the relevant investors as disclosed to the **Company** and any interested party will have the right to pay such premiums as are required or are outstanding in which event insurance will continue to operate for all purposes as if the premium had been paid by the **Insured** at the required payment date

General Conditions - Optional Clauses

The following clauses are applicable only if stated in the Schedule to be operative

Security Default

In the event that a financial strength rating is issued below A- by Standard & Poor's Ratings Services (Standard & Poor's Rating Services hereinafter referred to as the "Rating Agency") for the **Company** (hereinafter "Credit Rating Downgrade") this **Policy** may be cancelled by the **Insured** by mailing written prior notice to the **Company** or by surrender of this **Policy** to the **Company** or its authorised agent

If the **Insured**

1. notify the **Company** of their intention to cancel the **Policy** within 30 days

and

2. subsequently cancels the **Policy** within 90 days

after such Credit Rating Downgrade as measured from the date of the announcement by the Rating Agency such announcement to include a press release or posting on the Rating Agency web site of such Credit Rating Downgrade the **Company** will retain a pro rata proportion of the premium herein

If notice of cancellation is received 30 days or more after such Credit Rating Downgrade or if this **Policy** is cancelled by the **Insured** 90 days or more after such Credit Rating Downgrade then the **Company** will retain the premium in respect of both the expired and unexpired portion of the **Period of Insurance**

Policy Definitions

GENERAL - Applying to All Sections

Business shall mean that which has been described in the Schedule and disclosed to the **Company** and which is conducted from the **Insured's** address as stated in the Schedule and elsewhere within the Territorial Limits including

1. the ownership repair and maintenance of the **Insured's** property or **Property** for which they are responsible
 2. occupation of the **Premises** other than for the purpose of operating any trade or business unless declared to and accepted by the **Company**
 3. the provision of catering educational social sports and welfare facilities for **Persons Employed** and first aid medical and ambulance services
 4. the provision of fire and security services maintained only for the protection of premises owned or occupied by the **Insured**
 5. private work undertaken by **Persons Employed** with the **Insured's** prior consent for a director partner or **Employee** of the **Insured**
 6. participation in trade shows or exhibitions within the European Union
 7. the sponsorship of events or involvement in galas carnivals fetes corporate hospitality exhibitions and the like at the **Premises**
 8. upkeep of vehicles and plant which are owned and used by the **Insured**
 9. the provision of nursery crèche or child care facilities where incidental to the **Business**
 10. the provision of car parking for the benefit of **Employees** customers and visitors
- but this does not include any work undertaken **Offshore**

Company(s) shall mean the insurer or insurers for their respective participation as stated in the Schedule

Composite Insured shall mean

1. any mortgagee or lender (including their facility agent where applicable) where such party is required to be so noted under the terms of such loan but only to the extent so required
2. any **Contractor** where such party is required to be so noted under the terms of a **Contract** but only to the extent so required

Computer System shall mean a computer or other equipment or component or system or item which processes stores transmits or receives **Data**

Contracts Works shall mean the temporary or permanent works executed or in the course of execution at the **Premises** by or on behalf of the **Insured** for the purpose of alterations or improvements to the **Premises** including unfixed site materials for use in connection therewith at the **Premises** or temporarily stored offsite within the **United Kingdom**

Damage shall mean physical loss destruction or damage

Data shall mean 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

Defined Peril shall mean fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious damage theft earthquake storm flood bursting or overflowing of water apparatus or pipes impact oil leakage from any fixed oil-fired heating installation sprinkler leakage subsidence ground heave or landslip

Denial of Service Attack shall mean 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**

Fair Presentation of the Risk shall have the meaning defined in Part 2 of the Insurance Act 2015

Group of Companies shall mean a collection of parent and subsidiary companies (that function as a single economic entity) and associated companies through a common source of control

Insured(s) (*Sections 1, 2, 3, 4 and 5*) shall mean the person persons entity or entities specified in the Schedule or disclosed to the **Company** and solely in respect of *Sections 1, 2 and 3* this extends to automatically include contractors for their respective rights and interests where required under JCT or similar contract clauses provided that the **Insured** shall notify the **Company(s)** of any single contract in excess of GBP1,000,000 plus up to 20% in respect of professional fees and tenant(s) for their respective rights and interests where required under contract

Policy Definitions

Hacking shall mean unauthorised access to any **Computer System** whether the **Insureds** property or not

Insured's Contribution shall mean the first part of each and every **Occurrence** to be borne by the **Insured** at each separate **Premises** after the application of all other terms and conditions of the insurance including but not limited to the *Provision of Underinsurance* clause

Licence shall mean the licence granted for the retail sale of excisable liquor at the **Premises**

Major Structural Alterations shall mean works on the foundations of **Buildings**

Maximum Indemnity Period shall mean the period stated in the Schedule

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

Nuclear Installation shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State (or any successor relevant authority) 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 or
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 shall mean 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

Occurrence shall mean one loss or all losses of a series consequent on or attributable to one source or original cause as insured under the **Policy**

Offshore shall mean embarkation onto a vessel or aircraft for conveyance to an offshore rig platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig platform or service or accommodation vessel

Period of Insurance shall mean the period stated in the Schedule

Policy shall mean this policy including the Schedule and attaching addenda clauses and memoranda signed and dated by the **Company**

Premises shall mean any tract of land including its buildings grounds and any other areas within the boundaries for which the **Insured** are responsible for as disclosed to the **Company**

Property shall mean **Buildings** and **Landlords Contents** for which the **Insured** is responsible situated at the **Premises** and anywhere in the **United Kingdom** the Channel Islands and the Isle of Man as insured under the **Policy**

Residential Property shall mean houses and blocks of flats and other dwellings (including household contents and personal effects of every description being the responsibility of the **Insured**)

Territorial Limits shall mean

Sections 1 and 2

United Kingdom the Channel Islands and the Isle of Man

Section 3

England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands the Isle of Man or Northern Ireland)

Sections 4 and 5

Anywhere in the world in connection with The **Business** conducted by the **Insured** from **Premises** within the **Defined Territories** in respect of Public Liability and Employers Liability

In respect of *Section 5 - Employers Liability* the Company will not provide indemnity in respect of Bodily Injury to any Employee engaged by the Insured outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories

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

United Kingdom shall mean Great Britain and Northern Ireland

Policy Definitions

Vicinity shall mean within 1.5 kilometers of the boundary of the **Premises**

Virus or Similar Mechanism shall mean 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

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

Applying to Section 1 - Property Damage only

Building(s) shall mean building or buildings as insured by the **Company** including the following all situate on in or at the **Premises**

1. landlords' fixtures and fittings (including fixed glass fixed sanitary ware fitted carpets communal television and radio receiving aerials satellite dishes communication equipment and related fittings) machinery plant equipment including those formerly the property of tenants which have been relinquished to the **Insured**
2. foundations footings outbuildings extensions annexes **tunnels** septic tanks gangways swimming pools bridges canopies fixed signs flag poles temporary buildings conveniences lamp posts street furniture walls gates and fences
3. telephone gas electricity water mains drains sewers piping pipework ducting cables wires their inspection covers and associated control gear and accessories fuel tanks and their ancillary equipment in on or under the **Premises** including such property in adjoining yards or roadways and extending to the public mains but only to the extent of the **Insured's** responsibility
4. yards car parks roads pavements forecourts tennis courts and similar surfaces all constructed of solid materials
5. tenants' improvements if the **Insured** are responsible and property comprising fixtures and fittings (but excluding moveable contents) for which the **Insured** are responsible
6. landscaping external ponds lakes watercourses garden furniture street furniture ornaments up to a limit of GBP50,000 any one **Occurrence** in addition to the Sums Insured shown in the Schedule excluding trees shrubs plants turf (except as stated in *Section 1 - Property Damage - The Basis of Settlement of Claims* item 4.)
7. **Landlords Contents** up to a limit of GBP 50,000 any one **Occurrence** in addition to any Sums Insured shown except where **Landlords Contents** are specified Sums Insured declared to the **Company**

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

Day One Building Value shall mean the total of the costs referred to under 1. 2. 3. 4. and 5. under *Property Damage - The Basis of Settlement of Claims* (at the level of costs applying at the commencement of the **Period of Insurance**) in rebuilding the **Buildings** to a condition substantially the same as their condition when new and/or repairing or replacing **Landlords Contents** excluding any provision for inflation

Declared Value shall mean the base value excluding any provision for inflation

Landlords Contents shall mean furniture furnishings and all other contents including but not limited to potted plants trees and shrubs garden furniture video audio building management systems security equipment photo booths telephone kiosks seasonal items introduced to public areas waste compactors cherry pickers shop mobility vehicles the contents of fuel tanks and statues the property of the **Insured** or for which the **Insured** is responsible at the **Premises**

Policy Definitions

Money shall mean current notes and coins cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders money orders securities for money crossed bankers drafts unused postage stamps travellers cheques National Savings stamps and certificates Premium Bonds National Insurance stamps and stamped National Insurance cards credit and debit card sales vouchers giro payment orders value added tax purchase vouchers luncheon vouchers gift tokens and unused credit on postal franking machines belonging to the **Insured** or for which the **Insured** is responsible for

Stipulations shall mean European Union legislation or building or other regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any public authority

Applying to Section 2 - Loss of Revenue only

Advanced Rent shall mean anticipated rent that would have been achieved but for **Damage** to **Premises** in the course of erection construction refurbishment alteration or fitting out or whilst unoccupied awaiting tenants

Declared Rental Value shall mean:

1. the actual **Rent Receivable** excluding projected increases post commencement of the **Period of Insurance** and
2. if the **Premises** are wholly or partially untenanted at that date the estimated annual **Rent Receivable** at which they were expected to be let and
3. if the **Premises** are wholly or partially subject to a rent free period concession at that date the actual **Rent Receivable** that applies from the date immediately after the rent free period ceases

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

Indemnity Period shall mean the period beginning from the date of the **Occurrence** and ending when the results of the **Business** cease to be affected by the **Damage** but not exceeding the **Maximum Indemnity Period**

Loss of Revenue shall mean loss as insured under the **Policy** resulting from interruption of or interference with the **Business** carried on by the **Insured** in consequence of **Damage** to property used by the **Insured** at the **Premises**

Rent Receivable shall mean the amount of the rent (including turnover rent) service charge **Advanced Rent** and other income received or receivable from the letting of the **Premises** and services rendered thereat including known planned uplifts

Specified Disease shall mean

Acute encephalitis	Acute poliomyelitis	Anthrax
Chicken pox	Cholera	Diphtheria
Dysentery	Erysipeloid	Legionellosis
Legionnaires Disease	Leprosy	Leptospirosis
Lyme Disease	Measles	Meningitis
Meningococcal septicaemia	Mumps	Ophthalmia neonatorum
Paratyphoid fever	Puerperal fever	Rabies
Relapsing fevers	Scarlet fever	Tetanus
Toxoplasmosis	Tuberculosis	Typhoid fever
Typhus fever	Viral hepatitis	Whooping cough

Policy Definitions

Standard Rent Receivable shall mean the **Rent Receivable** during the period in the 12 months immediately before the date of the **Occurrence** which corresponds with the **Indemnity Period** to which such adjustments shall be made 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 **Occurrence** or which would have affected the **Business** had the **Occurrence** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results that but for the **Occurrence** would have been obtained during the relative period after the **Occurrence**

Applying to Section 3 - Terrorism only

Act of Terrorism shall mean 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

Covered Loss shall mean all losses arising under any of the **Heads of Cover** as a result of damage to or the destruction of **Property** in the **Territory** the proximate cause of which is an **Act of Terrorism**

Heads of Cover shall mean any of the following types of direct insurance cover

1. Buildings and completed structures
2. Other property
3. Business Interruption
4. Book Debts

insured under this **Policy**

Individual shall mean any person other than

1. a company association public body or partnership unless the partnership is not set up for the purpose of a business
2. a sole trader trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats) and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust or sole trader(s) it will be considered that the property is insured in the name of the individual
3. a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is
 - a) occupied by a beneficiary or a trustee of the trust in question or by a beneficiary or an executor of the will in question or
 - b) located in premises owned by any such personand the commercially occupied proportion of the property does not exceed 20%
4. an individual insuring property that is of sole commercial use
5. an individual insuring property where the commercially occupied proportion of the property exceeds 20%

Where two or more persons have arranged insurance on a private residence or private property in their several names and/or the name of The Policyholder includes the name of a bank building society or other financial institution for the purpose of noting their interest in the property insured then such persons will be deemed to be an **Individual** in respect of that private residence or private property

Policy Definitions

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

Property shall mean for the purposes of this Section only all property whatsoever but excluding

1. any land or building which is occupied as a private residence or any part thereof which is so occupied unless
 - a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or
 - b) not insured in the name of an **Individual**
2. 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**

Treasury shall mean the Lords Commissioners of HM Treasury from time to time or any successor relevant authority

Applying to Section 4 - Property Owners Liability and Section 5 - Employers Liability only

Asbestos shall mean asbestos asbestos fibres or any derivatives of asbestos

Bodily Injury shall mean bodily injury including death illness disease or nervous shock

Clean-Up Costs shall mean costs of **Remediation**

Compensation shall mean damages including interest

Contract shall mean any contract for the construction extension alteration or demolition of buildings on behalf of the **Insured**

Contractor shall mean the contractor carrying out the **Contract**

Costs and Expenses shall mean

1. Fees for the **Insured's** legal representation at
 - a) any Coroner's Inquest or Fatal Accident Inquiry
 - b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
2. Costs and expenses

incurred with the **Company's** written consent

3. Any claimant's legal costs for which the **Insured** is legally liable

in connection with any event which is or may be the subject of indemnity under this Section

Data shall mean all information which is

1. Electronically stored, or
2. Electronically represented, or
3. contained on any current and back-up disks, tapes or other materials or devices used for the storage of data

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

The Defined Territories shall mean Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories

Employee shall mean any natural person who is:

1. under a contract of service or apprenticeship with the Insured
2. a labour master or labour only subcontractor or persons supplied by any of them
3. a self-employed person
4. under a work experience scheme
5. hired or borrowed by the Insured from another employer

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

Policy Definitions

Enforcing Authority shall mean any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain Northern Ireland the Channel Islands and the Isle of Man

Failure shall mean any partial or complete reduction in the

1. performance, or
2. availability, or
3. functionality, or
4. the ability to recognise or process any data or time,
of any
 - a) **Computer System**,
 - b) Electronic means of communication,
 - c) website

Financial Loss shall mean a pecuniary loss suffered by any tenant of the **Insured** and not caused by **Personal Injury** or **Damage to Property**

Insured/Insured's shall mean the **Insured** named in the Schedule

Unless the **Company** specifically states otherwise the **Company** will also indemnify

1. the **Insured's** personal representatives in respect of legal liability incurred by the **Insured**
2. at the **Insured's** request
 - a) any principal
 - b) any director partner or **Employee** of the **Insured**

in respect of liability for which the Insured would have been entitled to indemnity had the claim been made against the Insured

3. any officers committees and member of the **Insured's** canteen social sports educational and welfare facilities and fire first aid ambulance and security services in their individual capacities as such
4. any director partner or **Employee** of the Insured in respect of private work carried out with the Insured's prior consent by an Employed Person for such director partner or **Employee**

The **Company** will not provide an indemnity to any medical or dental practitioner in respect of medical services provided

Limit of Liability shall mean the maximum amount stated in the Schedule which the **Company** will pay in respect of any one event or all events of a series consequent on or attributable to one original cause

However in respect of any claim brought in

1. the United States of America or any territory within its jurisdiction
2. Canada

the maximum the **Company** will pay inclusive of Costs and Expenses is the **Limit of Indemnity**

Personal Injury shall mean **Bodily Injury** wrongful arrest detention imprisonment eviction or accusation of shoplifting

Pollution or Contamination shall mean pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss **Damage to Property** and **Bodily Injury** directly or indirectly caused by such pollution or contamination

Products Supplied shall mean anything which is manufactured sold supplied processed altered or treated repaired serviced or tested installed constructed erected or transported by or on behalf of the **Insured** and which is no longer in the custody or control of the **Insured**

Publication shall mean any written material produced in the course of the **Business**

Remediation shall mean 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**

Policy Definitions

Terrorism shall mean 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

Works shall mean all works completed or to be completed by the **Insured** or on behalf of the **Insured** including all materials incorporated or to be incorporated plant tools equipment and temporary buildings used or to be used for the period during which the **Insured** are responsible under contract conditions

Section 1 - Property Damage

Applicable only if stated in the Schedule to be operative

THE COVER

If the **Property** or any part of such **Property** at the **Premises** suffers **Damage** during the **Period of Insurance** other than by an excluded cause the **Company** will pay to the **Insured** an amount calculated in accordance with the *Property Damage - Basis of Settlement of Claims* in respect of **Buildings** and **Landlords Contents** specified in the Schedule

Provided always that the Company's liability shall not exceed:

1. the Sum Insured as declared to the Company plus
 2. any payments payable under operative clauses subject to their own separate Limit
- as insured under the **Policy**

Property Damage - The Basis of Settlement of Claims

The **Company** will pay the following amounts in respect of **Buildings** and/or **Landlords Contents** which have suffered **Damage** by any cause not otherwise excluded

1. the cost of rebuilding or replacing
 - a) Buildings
being
 - i. the cost incurred in rebuilding the **Buildings** (or of restoring the damaged parts) to a condition substantially the same as but not better or more extensive than their condition when new but shall include involuntary betterment as detailed under the *Involuntary Betterment* clause shown under the *Property Damage - Clauses* Section
or where the **Insured** elects
 - ii. the cost incurred in rebuilding the **Buildings** upon another site or rebuilding the **Buildings** on the original site in any manner suitable to the requirements of the **Insured** provided that the **Company's** liability is no greater than the amount that would have been payable had the **Buildings** been reinstated on the original site in the original form
or where the **Insured** elects not to rebuild or replace either
 - iii. an alternative basis of settlement representing the cost of rebuilding or replacing the **Property** including professional fees less an appropriate deduction for wear and tear
or
 - iv. the loss of market value being the reduction in the market value of the **Building** immediately following and solely as a result of the **Damage** but not exceeding the amount which would have been payable had the **Building** been rebuilt or repaired or its Sum Insured whichever is the lower
or where the rebuilding or restoration of the **Building** is frustrated or restricted by circumstances beyond the control of the **Insured**
 - v. the cost incurred in rebuilding the property in a manner different from that immediately before the **Damage** solely to comply with the restriction where such rebuilding is possible plus an amount reflecting the reduction in the freehold or leasehold value of the land and **Building** immediately following agreement by the **Company** that such frustration or restriction is unavoidable including any sums legally payable by the **Insured** to the lessees under the terms of the lease or otherwise in consequence of such frustration or restriction but the total payment shall not exceed the Limit stated in the Schedule in excess of the amount which would have been paid or payable had the **Building** been rebuilt or repaired or its Sum Insured whichever is the lower
 - b) Landlords Contents
being the cost of repairing or replacing **Landlords Contents** with other similar property

The **Company** will also pay

2. the cost of complying with European Union and Public Authorities' stipulations including undamaged property
being such additional cost of rebuilding or repair of **Buildings** as may be incurred in complying with **Stipulations** first imposed upon the **Insured** following the **Damage** in respect of both damaged and undamaged portions including any water supply equipment at the **Premises** supplying the sprinkler installation in undamaged portions of the **Premises**
excluding such amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Buildings** or by the owner thereof by reason of compliance with the **Stipulations**
the **Company's** liability in respect of the cost of complying with **Stipulations** relating to undamaged portions of the **Buildings** (other than the foundations) is limited to 15% of the amount the **Company** would have been liable to pay to reinstate the **Buildings** had it been wholly destroyed

Property Damage - The Basis of Settlement of Claims

Provided that

- a) as a result of the **Damage** the **Insured** is prematurely required to implement the **Stipulations** at the time of reinstatement
 - b) the **Company** shall not be liable for
 - i. any **Stipulations** whereby notice of implementation of the **Stipulations** was served prior to the **Damage** occurring
 - ii. any existing **Stipulations** that must be completed within an allotted time period
3. the cost of removing debris
being the cost incurred in
- a) removing debris dismantling demolishing shoring up and propping portions of the **Buildings**
 - b) clearing cleaning and/or repairing services
 - c) weatherproofing
 - d) decontaminating and/or decommissioning the **Building**
 - e) removing undamaged property
 - f) fencing the area
 - g) undertaking temporary repairs
 - h) removal of tenants contents not otherwise insured
 - i) cleaning up pollution or contamination of the site on which the **Buildings** stand including decontamination of **Property** whether damaged or not subject to the **Company's** liability for such costs not exceeding GBP1,000,000 in any one **Period of Insurance**
but excluding any costs or expenses
 - i. incurred in removing debris from outside the site of the **Premises** other than from the drains or the surface area (including vehicles and other property) within the **Vicinity** of the **Premises**
 - ii. in respect of **Damage** which occurred prior to the granting of cover under this **Policy**
 - iii. incurred or arising from pollution or contamination howsoever caused of property not insured by this **Policy**
4. the cost of replacing trees shrubs plants soils and turf used in landscaping
being the cost incurred in restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established
5. the cost of professional fees
being those necessarily incurred in the rebuilding or repair including fees payable to the **Insured's** managing agents when acting as professional advisers but not any costs incurred in preparing claims –The use of such advisers will be accepted as necessary where the **Insured** would have employed them in respect of reinstatement or other work of an equivalent nature in the normal course of their **Business**
The cost of professional fees shall include the reasonable fees of managing agents where
- a) they are in respect of work of benefit to the **Company**
 - b) they relate to work which is necessary for repair or reinstatement
 - c) they have been agreed with the **Company** in advance
- but not fees which are incurred as part of the managing agent's general administration duties or purely in connection with the preparation or administrative handling of a claim
- In respect of items 1.a) and b) the cost of rebuilding or replacing 2. the cost of complying with European Union and Public Authorities' stipulations including undamaged property 3. the cost of removing debris 4. the cost of replacing trees shrubs plants and turf used in landscaping and 5. the cost of professional fees the **Company** will pay an additional percentage as stated in the **Schedule** for each **Declared Value** allocated by the **Insured** to allow for inflation during the **Period of Insurance** and subsequent reinstatement and/or replacement period

Property Damage - The Basis of Settlement of Claims

6. the cost of replacing locks

being the reasonable expenses necessarily incurred in replacing locks or security devices to the common parts of the **Premises** or those parts occupied by the **Insured** or safes or strongrooms therein for which the **Insured** are responsible consequent upon:

- a) the loss of keys (including swipecards)
- b) reasonable belief that keys may have been duplicated by an unauthorised person
- c) reasonable belief of the divulgence of security codes or combinations to unauthorised persons subject to the **Company's** liability not exceeding the Limit stated in the Schedule

7. the extinguishment alarm resetting expenses and charges

being the reasonable costs incurred by the **Insured** in refilling fire extinguishing appliances refilling sprinkler tanks where water costs are metered recharging gas and CO2 flooding systems arising out of the operation or accidental discharge of such appliances or systems replacing used sprinkler heads and resetting fire or intruder alarms including close circuit television equipment public fire brigade charges for which the **Insured** may be assessed and charges made by any organisation responsible for preserving public safety

8. the cost of additional metered water gas charges electricity and other metered supply charges

being those for which the **Insured** is responsible in respect of loss of metered water gas electricity supply charges resulting from the escape of gas water or oil from pipes apparatus or tanks in consequence of **Damage** as insured hereby provided that the amount payable in respect of any one **Premises** is limited to such excess water oil gas electricity and other metered supply charges demanded by the appropriate authority

subject to remedial action being taken within 30 days of the **Occurrence of Damage**

9. the cost of any insurance premium including fees commissions and taxes (other than premiums for Terrorism insurance) or in respect of Latent Defects Policies and Technical Agents fees

being those necessarily and reasonably incurred by the **Insured** in arranging contract works policies with the **Company** or in continuing any pre-existing latent defects policies

10. loss minimisation expenses

being the reasonable costs incurred by or on behalf of the **Insured** to minimise insured **Damage** whether occurring or imminent to the **Property** whether successful or otherwise and such costs shall be deemed to be costs of reinstatement of the **Property** provided that the liability of the **Company** in respect of such costs shall not exceed the Limit stated in the Schedule

11. the cost of replacing plans and documents

being the clerical costs necessarily incurred in re-writing redrawing or reproducing plans drawings or other documents needed in carrying out any of the work specified in costs 1 to 10 above

Property Damage - Clauses

All clauses operative as shown

Abortive Repairs Investigations and Tests

In respect of any **Damage** for which liability is admitted under this **Policy** the **Company** will also pay costs and expenses reasonably incurred by the **Insured** in abortive repairs investigations and tests incurred with the **Company's** prior consent (such consent will not be unreasonably withheld)

Company's Option to Rebuild

The **Company** may at its option rebuild or restore the **Buildings** destroyed or portions damaged but is not bound to rebuild or restore the property exactly or completely the **Insured** will give the **Company** all plans documents books and information that the **Company** may reasonably require to carry out this work

The **Company** agrees it will not apply the provisions of this clause where any third party having an interest in the **Buildings** require the **Insured** to agree an alternative basis of settlement

The provisions of this clause should not override any primary obligation to reinstate the **Buildings** contained in any lease or similar agreement

Concern for Welfare Costs

The **Company** will pay for **Damage** caused by police or persons acting under their control in gaining access to the **Premises** as a result of their concern for the welfare of an occupier of the **Premises**

Provided always that the **Company** will not be liable for costs incurred following **Damage** caused by the police in the course of criminal investigations

Contract Works

The **Policy** by each item on **Buildings** extends to include **Contract Works** to the extent to which the **Insured** has contracted to arrange cover provided the **Company's** liability shall not exceed the Limit stated in the Schedule in respect of any one **Occurrence** This **Policy** shall only apply in so far as the contract works are not otherwise insured and excludes the **Insured's Contribution**

Criminal Acts Reward Costs Clause

In the event of **Damage** that is insured by this section the **Company** will subject to its prior consent (such consent will not be unreasonably withheld) indemnify the **Insured** for reasonable expenses that the **Insured** incurs in paying rewards for information leading to a successful conviction or for information where the police believe that such information will secure a conviction following **Damage** except that the **Company's** liability for such expenses will not exceed the Limit stated in the Schedule

Damage to Grounds by Emergency Services

The **Company** will indemnify the **Insured** for the remedial costs incurred caused by **Damage** to any landscaped areas by the Fire Brigade or other emergency services in attending the **Premises** up to the Limit stated in the Schedule

Dangerous Structures Notice

In the event that following **Damage** a local authority issue a *Dangerous Structures Notice* which requires the demolition of the whole or part of the **Building** insured and as a direct consequence of that notice the costs of such demolition are thereby increased the **Policy** extends to indemnify the **Insured** in respect of such additional costs.

Provided always that

1. this clause shall not in any way replace or restrict the cover provided under *Section 1 - Property Damage* - The Basis of Settlement of Claims item 3
2. the liability of the **Company** in respect of this clause shall not exceed the Limit stated in the Schedule

Property Damage - Clauses

All clauses operative as shown

Debris Recycling

In the event of **Damage** to **Property** by any cause not otherwise excluded the insurance under this Section includes additional expenses incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) to sort segregate and transport recyclable debris of the damaged **Property** to recycling facilities

Provided always that:

1. the liability of the Company under this clause in respect of any one Occurrence is limited to 25% of the total amount paid or payable by the Company under the cost of removing debris in connection with the same Occurrence
2. the **Company** will not be liable for the first 10% of all costs otherwise payable under this clause

Dilapidation

In the event that a lessee vacates a **Building** without prior notification to the **Insured** or their agents solely due to the liquidation or bankruptcy of the lessee or the business of the lessee being placed into administration or receivership the **Company** will pay the reasonable costs incurred with their prior consent in clearing and removing contents and stock the property of the lessee in the **Premises**

Provided that:

1. the **Company's** liability will not exceed the Limit stated in the Schedule
2. the **Company** will not be liable for:
 - a. costs that should be incurred by the administrator or other similar party
 - b. removal or repair of tenants improvements, fixtures and fittings or other fixed assets
 - c. costs of cleaning restoring or remediating the **Buildings** to their condition prior to the lessee's occupation
 - d. any amount recoverable from the lessee or their representatives or their administrators
 - e. costs for the removal of property belonging to the **Insured**

Eviction of Unlawful Occupants

The **Company** will pay the costs and expenses incurred by or on behalf of the **Insured** to evict **Squatters** from any of the **Premises** or parts thereof

Provided that:

1. the **Insured** agrees with the **Company** a representative to act for the **Insured** and the **Insured** will need to satisfy the **Company** that their chosen representative has the necessary expertise to deal with the legal proceedings
2. such costs are reasonable and incurred with the **Company's** prior consent (such consent will not be unreasonably withheld)
3. the **Insured** shall take all reasonable precautions to avoid any **Premises** or parts thereof becoming occupied by any party other than the party named on the **Tenancy Agreement**
4. the **Insured** must send to the **Company** all bills for their chosen representative's legal fees as soon as the **Insured** receives them
5. the **Company** must be able to contact the **Insured's** chosen representative. If the representative wishes to consult a barrister or expert witness the **Company** must first be consulted for confirmation such action is appropriate
6. the **Company's** liability under this clause shall not exceed the Limit stated in the Schedule

For the purpose of the this clause

Squatters shall mean any person(s) in unlawful occupation of the **Premises**

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

Property Damage - Clauses

All clauses operative as shown

Exhibition Equipment

The **Company** will pay for **Damage** by any cause not otherwise excluded to exhibition and display models and similar promotional equipment not otherwise insured while at any location used by the **Insured** within the **Territorial Limits**

Provided that the **Company's** liability will not exceed the Limit stated in the Schedule

Extra Security Costs

The **Policy** extends to include the costs reasonably incurred and necessitated by the **Insured** with the **Company's** prior consent (such consent will not be unreasonably withheld) following **Damage** by any cause not otherwise excluded in order to provide the **Premises** with temporary additional physical protection including but not limited to boarding up windows doors fan lights skylights and or other openings the provision of temporary doors weatherproofing the **Buildings** and making temporary repairs to secure the **Buildings** and securing the site and engaging security personnel provided that the **Company's** liability under this clause shall not exceed the Limit stated in the Schedule

Failure of Equipment

The **Policy** shall not be invalidated in the event of the failure of any detection protection and/or extinguishment or similar system due to any unforeseen defect in the said system or any unforeseen cause extraneous to the **Premises** unknown to or beyond the control of the **Insured** provided that all reasonable precautions have been taken by the **Insured** to prevent such failure and provided that notice is given to the **Company** as soon as possible after it comes to the notice of the **Insured**

Fly Tipping

The **Policy** extends to indemnify the **Insured** against the reasonable costs of clearing and removing any property illegally deposited in or around the **Premises**

This clause does not cover any costs or any liability for costs which are covered by a more specific insurance policy other than in respect of any self insured retention that may apply to such more specific insurance policy

The **Company's** liability shall not exceed the Limit stated in the Schedule

Frustrated Legal Costs

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

Further Investigation Expenses

Where a **Building** has suffered **Damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **Damage** to portions of the same **Building** which is not immediately apparent the **Company** will pay the reasonable costs incurred by the **Insured** with the **Company's** prior consent (such consent will not be unreasonably withheld) in establishing whether or not such **Damage** has occurred

The **Company** will also pay the reasonable costs incurred by the **Insured** in establishing whether or not other **Buildings** owned by or which they the **Insured** is responsible in the **Vicinity** have suffered **Damage** by any cause not otherwise excluded in the same **Occurrence**

Provided that the liability of the **Company** in respect of this clause shall not exceed the Limit stated in the Schedule

Property Damage - Clauses

All clauses operative as shown

General Interests

The interest of superior landlords landlords lessees underlessees assignees licencees financiers lenders receivers and or mortgagees of **Property** insured are noted in the **Policy** subject to their names being disclosed to the **Company** by the **Insured** in the event of any claim

Glass Cover

The **Policy** extends to indemnify the **Insured** in respect of **Damage** to fixed glass and includes the reasonable costs of

1. any necessary boarding up or temporary glazing pending replacement of broken glass
2. removing and refixing window fittings and other obstacles to replacement
3. the rewriting of signs and the writing etching or replacement of graphics

Involuntary Bailee

The indemnity under this **Policy** extends to include bailors' goods in the custody or control of the **Insured** or for which they are responsible subject to:

1. the maximum liability of the **Company** in respect of this clause not exceeding the Limit stated in the Schedule
2. a signed inventory being issued to the tenant as soon as a repossession takes place
3. new locks being fitted to the **Premises** and a weekly inspection made to ensure that the **Premises** remain lockfast
4. no claim shall be paid in respect of damage theft or any attempt thereat to high value items such as gold silver precious stones precious metals bullion furs curiosities works of art rare books audio visual goods computer equipment cameras jewellery money cheques stamps bonds credit cards and securities of any description
5. no claim shall be paid in respect of unaccountable losses

Involuntary Betterment

If following **Damage** by any cause not otherwise excluded new property of the like and kind and quality of the damaged **Property** is not obtainable then property which is as similar as possible to that which has sustained **Damage** and which is capable of performing the same function shall be deemed to be new **Property** of the like kind and quality and in no event shall this be considered as betterment to the **Insured**

In the event of any replacement with new **Property** the **Company** will pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between:

1. new equipment installed to replace equipment which has sustained **Damage**
- and
2. undamaged existing equipment at the same or an interdependent location

Japanese Knotweed

The **Policy** extends to indemnify the **Insured** against costs reasonably incurred for the eradication of Japanese Knotweed (*Fallopia Japonica*) or other hybrids of knotweed listed under Schedule 9 of The Wildlife and Countryside Act 1981 or any subsequent amending legislation discovered during the **Period of Insurance** from the insured **Premises** and to safely dispose of the waste in accordance with the provisions under the Environmental Protection Act 1990 (Duty of Care) Regulations 1991 or any subsequent amending legislation
Provided always that

1. the **Company's** liability shall not exceeding the Limit stated in the Schedule
2. the **Company** will be under no liability for any costs or any liability for costs which are covered by a more specific insurance policy other than in respect of any self insured retention that may apply to such more specific insurance policy

Property Damage - Clauses

All clauses operative as shown

Leasehold Premises

If any **Premises** owned by the **Insured** on a lease agreement suffers **Damage** by any cause not otherwise excluded and is not reinstated to its original form within four years of the date of the **Damage** by a party other than the **Insured** the **Company** will pay costs equivalent to the saleable value of the lease on the original **Premises** assuming vacant possession calculated on the value at the time of the **Occurrence** of the **Damage** less

1. The actual saleable value of the lease if the **Building** was reinstated in a different form from the original and
2. The amount of any compensation or other sums paid or payable to the **Insured** in consequence of the **Premises** not being rebuilt or being rebuilt in a different form

Provided that the liability of the **Company** in respect of this clause shall not exceed the Limit stated in the Schedule

Money

The **Company** will pay for any loss of the **Insured's Money** held in connection with the **Business**

1. whilst in transit within the **United Kingdom** or in a bank night safe up to a maximum amount of £5,000 for any one loss
2. whilst at the private residence of any principal or authorised **Employee** up to a maximum amount of £1,000 for any one loss
3. from the **Premises** during business hours up to a maximum amount of £2,500 for any one loss
4. from the **Premises** outside business hours not contained within a locked safe up to a maximum amount of £500 for any one loss
5. from the **Premises** outside business hours contained within a locked safe up to a maximum amount of £2,500 for any one loss
6. Whilst in any machine/equipment owned by the insured and used by the general public up to a maximum amount of £1,000 for any one machine/device and £2,500 any one occurrence

It is noted that the **Insured's Contribution** for any incidents covered under this clause is Nil for each and every claim

This clause does not cover any costs which are covered by a more specific insurance policy other than in respect of any self insured retention that may apply to such more specific insurance policy

We will not pay for

1. losses due to the dishonesty of the **Insured** there employees partners or directors not discovered within seven working days of the loss
2. shortages due to clerical or accounting errors
3. loss of **Money** from unattended vehicles
4. loss or damage outside Great Britain, Northern Ireland the Republic of Ireland the Channel Islands and the Isle of Man

Mortgagees and Lessors

Any increase in the risk of **Damage** resulting from any act or neglect of any mortgagor leaseholder lessee or occupier of any **Buildings** insured by the **Policy** will not prejudice the interest of any mortgagee freeholder or lessor provided such increase in risk is without their prior knowledge or authority and that the **Company** are notified as soon as reasonably practical once the mortgagee freeholder or lessor becomes aware of such increase in risk and pay an appropriate additional premium if required

Non-Invalidation

The **Policy** shall not be invalidated by any act or omission or any other alteration whereby the risk of **Damage** is increased unknown to or beyond the control of the **Insured** provided that within a reasonable period of the **Insured** becoming aware thereof notice shall be given to the **Company** and additional premium paid if required

Property Damage - Clauses

All clauses operative as shown

Obsolete Building Materials

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

The **Buildings** shall not be regarded as being better or more extensive than when new provided that the **Company's** liability shall not exceed 10% of the **Declared Value** of such **Buildings** in respect of such additional costs

Option to Repair

The **Policy** extends to include the additional costs of rebuilding (or of restoring the damaged parts) incurred solely as a result of any terms in the lease that allow for the tenants or lessees to remain in occupation of the **Building** during the period necessary to repair or reinstate the **Damage**

Provided that

1. the **Company's** liability in respect of any one item under this clause shall not exceed 20% of the **Declared Value**
2. for the purposes of the *Provision of Underinsurance - Property Damage* rebuilding costs shall be exclusive of such additional costs of rebuilding (or of restoring the damaged parts)

Party Walls

The **Policy** extends to indemnify the **Insured** for the cost incurred in reinstating a party wall following **Damage** whether the responsibility to reinstate is with the **Insured** or not subject to the **Company's** liability in respect of rebuilding the **Buildings**, including their liability under this clause not exceeding the Sum Insured of the **Premises** affected.

Personal Possessions

The **Company** will pay for **Damage** by any cause not otherwise excluded to the personal possessions other than motor vehicles of the **Insured's** directors partners employees customers or visitors at any insured **Premises**

Provided always that:

1. they are not otherwise insured
2. the **Company** will not be liable for more than the Limit stated in the Schedule

Privity of Contract

The **Policy** extends to indemnify the **Insured** for legal liability incurred to repair or reinstate **Damage** caused to any sold property that was previously insured and owned by the **Insured** where any succeeding landlord or tenant has failed to effect or maintain adequate insurance on property at the **Premises** concerned and as required under the terms of the relevant lease

Provided that

1. the **Company's** maximum liability any one **Occurrence** including all costs and expenses shall not exceed the Limit stated in the Schedule but in no case shall the liability of the **Company** exceed the total costs of repair or reinstatement as provided by this **Policy**
2. in respect of **Assigned Premises** intended at the time of any **Damage** for renovation refurbishment or redevelopment the liability of the **Company** shall be based upon the alternative basis of settlement as described by the **Policy**
3. the **Insured** takes all reasonable steps to obtain release from their obligations to insure the **Assigned Premises** as part of any agreement to assign the relevant lease
4. the insurance under this extension shall be subject to all the Conditions and Exclusions of the **Policy**
5. the indemnity shall not apply to legal liability arising out of any **Occurrence** happening prior to inception of cover with the **Company**

For the purpose of this extension **Assigned Premises** shall mean any property formerly owned by or leased by or leased to the **Insured** which had at the time any **Damage** occurs been assigned to a successor landlord or tenant

Property Damage - Clauses

All clauses operative as shown

Provision of Underinsurance - Property Damage

If at the time of **Damage** by any cause not otherwise excluded the total of the **Declared Values** by all **Buildings** and **Landlords Contents** insured is less than the total of the **Day One Building Values** at the inception of the **Period of Insurance** then the amount otherwise payable shall be proportionately reduced

This *Provision of Underinsurance* will not apply to this **Policy** provided that professional revaluations are carried out to **Buildings** at the **Premises** at least once every 3 years and the resulting valuations are utilised in the setting of each **Declared Value**

Public Relations Expenses

If as a result of **Damage** by any cause not otherwise excluded to any **Property** insured the **Insured** needs to employ suitable public relations personnel to deal with press and public announcements or other necessary activities the **Company** will pay the reasonable costs incurred by the **Insured** subject to the **Company's** liability not exceeding the Limit stated in the Schedule

Reinstatement to Match

The **Policy** extends to indemnify the **Insured** for the cost of replacement repair or modification of undamaged parts of **Buildings** that form part of a suite common design or function where the **Damage** is restricted to a clearly identifiable area or to a specific part

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

Removal of Nests

The **Policy** extends to include the reasonable costs of removing nests other than those nests which were already in the **Buildings** prior to the inception of this insurance subject to the **Company's** liability not exceeding the Limit stated in the Schedule

Residential Property - Rent and Alternative Accommodation

Where as a result of **Damage** by any cause not otherwise excluded to **Residential Property** which renders said **Residential Property** uninhabitable or access is prevented to such the **Company** will indemnify the **Insured** in respect of each separate dwelling either

1. the reasonable additional costs of comparable accommodation incurred by the owner lessee or tenant and temporary storage of residents furniture including the reasonable costs of accommodation for domestic pets during the period until the **Residential Property** is habitable and accessible
or
2. the **Rent Receivable** paid or payable to the **Insured** by tenants for accommodation provided and services rendered including management charges at the **Premises** being the amount by which the **Rent Receivable** by the **Insured** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Rent Receivable**
or
3. a cash allowance not exceeding 25% of the amount payable under 1) above during the period until the **Residential Property** is habitable and accessible

Provided that

- a) cover for such costs shall only apply to the extent that such costs are not otherwise insured
- b) the maximum payment under this clause shall not exceed 33⅓% of the **Sum Insured** applying to the **Residential Property** or to the parts of the **Residential Property** that have suffered **Damage**
- c) for the purposes of this Clause the **Maximum Indemnity Period** shall be as declared to the **Company** but no less than 36 months

The cover provided by this clause is subject otherwise to the terms of all *Loss of Revenue - Clauses* in so far as they are capable of being applied

Property Damage - Clauses

All clauses operative as shown

Seventy-Two Hour Provision

In respect of **Damage** following earthquake storm flood escape of water or oil from any tank apparatus pipe or appliance automatic sprinkler installation occurring continuously or intermittently during any period of 72 hours all such **Damage** shall be deemed to constitute one loss under the **Policy** for the purpose of the payment of any **Insured's Contribution** which the **Insured** cannot recover

Spontaneous Combustion

The **Policy** extends to include **Damage** to **Property** caused by its own spontaneous fermentation heating or combustion

Temporary Removal

The **Policy** extends to include any parts of the **Buildings** temporarily removed for cleaning renovation or repair or display or similar purposes anywhere within the **Territorial Limits** but only to the extent they are not otherwise insured

Trace and Access

The **Policy** extends to include the cost necessarily and reasonably incurred in locating the source of **Damage** caused

1. by the escape of water or fuel oil or sprinkler leakage
2. to cables underground pipes and drains serving the **Premises** and for which the **Insured** is responsible and making good said **Damage**

Trees

The **Policy** extends to include **Damage** resulting from falling trees including the cost of removing fallen trees and or parts thereof and or the cost of felling and or lopping and removing trees which represent an immediate threat to the safety of life and or **Damage** to buildings

Unauthorised use of Electricity Gas Oil and Water

The **Policy** extends to include the cost of metered electricity gas oil or water for which the **Insured** are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the **Premises** without the **Insured's** authority provided that all practical steps are taken to terminate such unauthorised use as soon as it is discovered

Undamaged Foundations

Where a **Building** is destroyed but parts remain undamaged and or foundations are not destroyed and due to the exercising of buildings regulations local authority or other statutory requirements the reinstatement of the **Building** has to be carried out upon another site then the abandoned parts and/or foundations will be considered destroyed. If however the abandoned parts and foundations increase the resale value of the original site then such increase in resale value shall be regarded as salvage and the amount thereof shall accordingly be payable to the **Company**

Property Damage - Clauses

All clauses operative as shown

Unexpected Archaeological Discoveries

The **Policy** extends to include costs necessarily incurred in rebuilding the **Buildings** (or of restoring the damaged parts) by the **Insured** following **Damage** by any cause not otherwise excluded as a direct result of their compliance with their statutory obligations following the discovery of archaeological finds during site excavation

A claim under this clause shall include additional interest payments incurred as a result of the delay of any building work

The **Company's** maximum liability under this clause is the Limit as shown in the Schedule

Special Conditions

1. the **Insured** shall not have pre-existing knowledge of the presence of archaeological remains prior to any works being undertaken
2. the **Insured** shall prior to any payment being made by the **Company** take or permit to be taken on their behalf by the **Company** necessary and reasonable steps to minimise the loss including the consideration of and submission of alternative planning applications as agreed by the **Company**
3. interest shall be based on the Bank of England base rate plus 2%

Upgrading Sprinkler Installations

The **Policy** extends to include the additional costs incurred following **Damage** by any cause not otherwise excluded to the automatic sprinkler installation at the **Premises** in the event that on repair or reinstatement thereof the **Company** require the installation to conform to the Loss Prevention Council Rules for Automatic Sprinkler Installations current at that time

In addition the **Company's** liability relating to undamaged portions of the automatic sprinkler installation is limited to 15% of the amount the **Company** would have been liable to pay to reinstate the automatic sprinkler system had it been wholly destroyed

Value Added Tax

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

1. a) the **Insured's** liability for such tax arises solely as a result of the reinstatement or repair of the **Buildings** to which such item relates following **Damage**
b) the **Company** has paid or agreed to pay for such **Damage**
c) where Value Added Tax is known not to be recoverable the **Declared Value** advised to the **Company** includes an appropriate allowance for such Value Added Tax
d) if payment made by the **Company** in respect of reinstatement or repair of such **Damage** shall be less than the actual cost of reinstatement or repair any payment under this provision resulting from the **Damage** shall be reduced in like proportion
2. the **Insured's** liability for such tax does not arise from the replacement **Buildings** having greater floor area than or being better or more extensive than the destroyed or damaged **Buildings**
3. where an option to reinstate on another site is exercised the **Company's** liability under this provision shall not exceed the amount of tax that would have been payable had the **Buildings** been rebuilt on its original site
4. the **Company's** liability under this provision shall not include amounts payable by the **Insured** as penalties or interest for non-payment or late payment of tax

Provisions to the contrary elsewhere in the **Policy** are over-ridden as follows in respect of those items to which this provision applies

- a) for the purpose of the *Provision on Underinsurance - Property Damage* rebuilding costs shall be exclusive of VAT
- b) the liability of the **Company** may exceed the Sum Insured by an item or in the whole the total Sum Insured where such excess is solely in respect of VAT

Workmen

Workmen are allowed to work at the **Premises** for the purposes of effecting any repairs minor additions and alterations or decorations without prejudice to the **Policy**

Property Damage - Optional Clauses

The following clauses are applicable only if stated in the Schedule to be operative

Diminution in Value

Where **Damage** occurs 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** the insurance by this Section extends to include the difference in prior and post **Damage** value

The amount payable shall be substantiated by a practicing member of the Royal Institution of Chartered Surveyors whose appointment shall be agreed by the **Insured** and the **Company** and due allowance shall be taken of all other sums recovered in respect of **Damage** under the **Policy** and from any other source

The **Company's** liability under this clause is limited to the Limit stated in the Schedule

Environmental Materials

The **Policy** in respect of **Buildings** extends to include:

1. the additional cost of reinstatement incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) to comply with the recommendations made under any current Energy Performance Certificate in respect of the lost destroyed or damaged **Property** insured
2. additional cost of reinstatement incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) to reinstate the **Damage** to a standard above the minimum required under the prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent Energy Performance Certificate assessment
3. the reasonable additional cost of reinstatement incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) arising from the use of alternative materials or sources of materials in accordance with the principles of the BRE Environmental and Sustainability Standard

Provided always that:

- a) the **Company** shall not be liable for any undamaged portions of the **Buildings** insured
- b) the **Company** shall not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Buildings** or by the owner thereof by reason of the works funded by the application of this clause
- c) the **Company** shall not be liable for the cost incurred in complying with prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any public authority under which notice has been served upon the **Insured** prior to the happening of the **Damage**
- d) if the liability of the **Company** under any item of this Section other than this clause shall be reduced by the application of any of the terms and conditions of this Section then the liability of the **Company** under this clause in respect of any such item shall be reduced in like proportion
- e) the **Company's** liability under this clause in respect of any one **Occurrence** and in total in any one **Period of Insurance** shall not exceed the limit as stated in the Schedule

Property Damage - Optional Clauses

The following clauses are applicable only if stated in the Schedule to be operative

Flood Resilience and Protection Expenses

Following **Damage** by flood (excluding **Damage** by sprinklers) the **Company** agrees to pay:

1. any additional rebuilding costs for the incorporation of flood resilient materials
2. the relocation within the same **Building** of replacement landlords' fixtures and fittings insured under the **Policy** to an area of reduced exposure to **Damage** by water arising from storm and flood
3. the additional costs in the utilisation of PAS 1188 (or similar or replacement standard) approved products or other appropriate products methods or schemes including specialist consultant fees for the purposes of providing protection against future **Damage** by water arising from storm and flood

provided that

- a) the **Company** will not pay any additional costs for work the **Insured** had already planned to be carried out prior to the **Damage**
- b) the **Company** will not pay any additional costs for 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 of the works funded by the application of this clause
- c) the **Company** will not pay any additional costs for the cost incurred in complying with prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon the **Insured** prior to the happening of the **Damage**
- d) if the liability of the **Company** is reduced by the application of any terms or conditions of this **Policy** the liability of the **Company** under this clause will similarly be reduced
- e) the **Company** will not pay any additional costs for replacing or protecting undamaged **Property**
- f) if the **Insured** elects not to rebuild the **Building** then this clause will not apply
- g) the **Company** will not pay the first 10% of all costs otherwise payable under the terms of this clause
- h) the **Company's** liability shall not exceed in respect of any one **Occurrence** an amount equivalent to 100% of the actual amount paid or payable by the **Company** to reinstate the **Damage** in the absence of this clause or the Limit stated in the Schedule whichever is the lesser

Property Damage - Optional Clauses

The following clauses are applicable only if stated in the Schedule to be operative

Inadvertent Underinsurance - Professional Valuer

In the event that the Sum Insured by any item on **Buildings** be inadequate due to any inaccuracy in the **Declared Value** provided by the professional valuer employed by the **Insured** the **Declared Value** by such **Building** shall be 130% of the value declared to the **Company**

Incombustible Reinstatement

Following **Damage** the **Policy** extends to include the additional costs of reinstatement incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) in utilising alternative materials that are incombustible or are Loss Prevention Council approved

Provided that:

1. the **Company** will not be liable for
 - a) any undamaged portions of the **Buildings** insured
 - b) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Buildings** or by the owner thereof of the works funded by the application of this clause
 - c) the cost incurred in complying with prevailing European Community or building or other regulations under or framed in pursuance of any Act or Parliament or bye-laws of any public authority under which notice has been served upon the **Insured** prior to the happening of the **Damage**
 - d) the cost of any improvements Scheduled by the **Insured** to take place at the **Premises** prior to the happening of the **Damage**
 - e) the first 10% of all costs otherwise payable under the terms of this clause
2. no payment beyond the amount that would have been payable in the absence of this clause will be made:
 - a) unless reinstatement commences and proceeds without unreasonable delay and in any case must be commenced within 12 months of the date of the **Damage** or within such further time as the **Company** may allow during the said 12 months
 - b) until the cost of reinstatement has actually been incurred
3. the **Company's** liability shall not exceed in respect of any one **Occurrence** an amount equivalent to 100% of the actual amount paid or payable by the **Company** to reinstate the **Damage** to the said **Buildings** in the absence of this clause or the Limit stated in the Schedule whichever is the lesser

Indexation

The **Company** automatically agrees to extend the **Declared Value** by an additional 7.5% in respect of **Buildings** purchased by the **Insured** pending their own professional insurance valuation and such valuation shall be carried out within 90 days of the **Insured** purchasing the **Building**. This extension shall not limit the **Insured's** right to a recovery under any other Section and/or clause under the **Policy**

Property Damage - Optional Clauses

The following clauses are applicable only if stated in the Schedule to be operative

Loss of Planning Consent

If as a result of **Damage** to any **Building** the **Insured** lose planning consent in respect of that **Building** as a result of which the investment value of the **Building** is reduced and if at that time 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 the **Company** will indemnify the **Insured** in respect of the difference between the investment value of the **Building** prior to the **Damage** and its sale price

Any amounts recovered in respect of the **Damage** and from any other source shall be taken into account in settling any claim

The **Company's** liability under this clause will not exceed the Limit stated in the Schedule in excess of the amount which would have been payable had the **Buildings** been rebuilt or repaired or its Sum Insured whichever is the lower

Munitions of War

General Exclusion 1 (War and Allied Risks) will not apply to **Damage** to the **Property** from or occasioned by the detonation of munitions of war or parts thereof within 1 Kilometre of the **Premises** provided that the presence of such munitions does not result from a state of war current at the time of **Damage**

Section 2 - Loss of Revenue

Applicable only if stated in the Schedule to be Operative

THE COVER

The **Company** will indemnify the **Insured** in consequence of

1. **Damage** to the **Premises**
2. any other **Occurrence** for which the **Company** is liable all referred to in *Section 2 - Loss of Revenue* during the **Period of Insurance** for each *Loss of Revenue* item below

a) **The Loss of Rent Receivable**

being the amount by which the **Rent Receivable** by the **Insured** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Rent Receivable**

The **Company** will have regard in respect of **Advanced Rent**

- i) to actual negotiations with prospective tenants both before and after the **Occurrence** and or
- ii) the demand for similar accommodation in the locality as a means of establishing the general level of rents applied

If required the advice of a professional valuer acceptable to both the **Insured** and the **Company** will be sought and such fees will be included in the indemnity provided

b) **The Cost of Reletting**

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

c) **The Additional Expenditure**

being the expenditure (other than that recoverable under b) above) necessarily and reasonably incurred in consequence of the **Damage** solely to avoid or minimise the loss of **Rent Receivable** during the **Indemnity Period** but not exceeding the amount of the reduction avoided by such expenditure

d) **Accelerated Reinstatement Expenditure**

- e) being the further additional expenditure (other than that recoverable under b) and c) above) necessarily and reasonably incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) during the **Indemnity Period** in consequence of the **Damage** solely to avoid or minimize any loss of rent not recoverable by the **Insured** under this or any other policy during the period of twelve months immediately after the expiry of the **Indemnity Period** but not exceeding the loss of rent thereby avoided during the twelve months by the **Insured**

Provided always that:

- i) there has been no undue delay in reinstatement caused by or contributed to by the actions of the **Insured**
- ii) the **Company** will not be liable for any costs in respect of any loss where the **Indemnity Period** is less than 36 months

Section 2 - Loss of Revenue

Applicable only if stated in the Schedule to be Operative

Limit of Liability

The **Company's** liability shall not exceed

1. in respect of **Rent Receivable** 200% of the **Declared Rental Value** as stated in the Schedule
2. any other Sum Insured or Limit stated in the Schedule and/or **Policy**

In respect of **Residential Property** for the purpose of indemnity and/or application of the *Loss of Revenue - Clauses* the Sum Insured shall be deemed to be the Limit as stated in the *Residential Property - Rent and Alternative Accommodation* clause provided always that the **Company's** liability shall not exceed the Limit stated in the Schedule in respect of any one clause

Material Damage Proviso - applicable separately to each Loss of Revenue item

The **Policy** shall not apply in respect of any *Loss of Revenue* item unless at the time of the **Damage** there shall be in force an insurance covering the interest of the **Insured** in the **Property** to which the **Damage** has occurred and

1. payment shall have been made or liability admitted under such insurance

or

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

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

Loss of Revenue - Clauses

All clauses operative as shown

In respect of any of the following clauses, where cover is extended in respect of **Loss of Revenue** to include losses not arising out of **Damage**, for the purposes of the **Loss of Revenue** definition, **Damage** will have been deemed to have occurred.

Denial of Access

Failure of Utilities

Foul or Surface Water Drainage

Loss of Attraction

Managing Agents Premises

Specified Disease Vermin Defective Sanitary Arrangements Murder and Suicide

Provided that in respect of any of these clauses,

1. Where by virtue of any of these Clauses, the **Company** extends cover to include Loss of Revenue which would not otherwise have been payable, cover will not be concurrently extended by any other Clause stated in this section”
2. The amounts or limits stated in The Schedule are inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

Alternative Accommodation - Reduction of Loss

If in consequence of **Damage** by any cause not otherwise excluded the **Insured** shall use other **Premises** to provide accommodation to tenants the **Rent Receivable** from those **Premises** during the **Indemnity Period** shall be taken into account in assessing the loss of **Rent Receivable**

This clause will not apply where the **Insured** is able to prove that the alternative premises used for this purpose would otherwise have been let to another party. Such proofs to consist of one of either a signed

1. lease or licence agreement or similar
2. letter of intent to take occupation

Break Clauses

The **Insured** shall not be prejudiced by any insurance or casualty break clause in a lease that enables a lessee to determine the lease in the event of **Damage**

Business Rates

The **Policy** extends to include the costs of local authority rates provided that such costs are incurred by the **Insured** solely as a result of

1. the lessee being able to determine or frustrate the lease following **Damage** by any cause not otherwise excluded as insured hereby
2. a prospective lessee not completing a lease solely as a result of the **Damage** by any cause not otherwise excluded

The **Company's** liability under this clause shall not exceed the Limit stated in the Schedule

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

Loss of Revenue - Clauses

All clauses operative as shown

Denial of Access

This extension will indemnify the **Insured** for **Loss of Revenue** arising out of interruption of or interference with the **Insured's Business** arising out of:

1. **Damage** to property within 1 mile of the boundary of the **Premises** which physically prevents or hinders the use of the **Premises** or access thereto whether the **Property** of the **Insured** therein suffers **Damage** or not but excluding **Damage** to property of any public utility from which the **Insured** obtains supplies or services
2. Prevention of or restriction of access to or closure of the **Premises** by any Police Government or other competent authority due to an emergency event within one mile of the boundary of the **Premises**

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

- a) any **Occurrence** involving an interruption of less than 24 hours duration
- b) any period other than the actual period of prevention or hindrance of access to the **Premises**
- c) any losses exceeding the Limit stated in the Schedule
- d) any action taken or advice given in controlling, preventing or suppressing the spread of any disease
- e) any danger or disturbance caused wholly or partly by the **Insured** or through the **Insured's** misconduct connivance neglect or omission

Failure of Utilities

This extension will indemnify the **Insured** for **Loss of Revenue** arising out of the failure of the supply of:

1. electricity at the terminal ends of the supply authority's service feeders at the **Buildings**
2. gas at the supply authority's meters at the **Buildings**
3. water at the supply authority's main stop cock serving the **Buildings**
4. land based telecommunications

by any accidental cause other than the deliberate act of any supply authority or by any such authority exercising its power to withhold or restrict supply or by drought unless done to save life

Provided that the **Company's** liability any one **Occurrence** under this clause shall not exceed the Limit stated in the Schedule

Foul or Surface Water Drainage

This extension will indemnify the **Insured** for **Loss of Revenue** arising out of the failure of the foul or surface water drainage facilities servicing the **Premises**

Provided that

1. the **Indemnity Period** shall not commence until 72 hours after the **Damage** shall have occurred
2. the **Company's** liability any one **Occurrence** under this clause shall not exceed the Limit stated in the Schedule

Insurance Premiums

Rent Receivable is deemed to include insurance premiums only where there is a cessor clause in the lease that enables the lessee to cease paying such premiums or part thereof in the event of **Damage**

Loss of Revenue - Clauses

All clauses operative as shown

Loss of Attraction

This extension will indemnify the **Insured** for **Loss of Revenue** by a cause not otherwise excluded resulting solely out of **Damage** to property within 1 mile of the boundary of the **Premises** in consequence of which the turnover of the lessee's business is affected and the **Rent Receivable** by the **Insured** is reduced

In respect of anchor tenants only if solely in consequence of interference or interruption with their business causes by such **Damage** an anchor tenant vacates the **Premises** by virtue of their lease agreement enabling them to do so this **Policy** shall include the loss of **Rent Receivable** following the termination of any agreements for leases or other loss of tenancy or delay in completion of the letting of other parts of the **Premises** which can be solely attributable to a reduction in the number of customers attracted to the **Vicinity** of the **Premises**

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

1. any **Occurrence** involving an interruption of less than 24 hours duration
2. any action taken in controlling preventing or suppressing the spread of any disease
3. any danger or disturbance caused wholly or partly by the **Insured** or through their misconduct connivance neglect or omission

The **Company's** liability any one **Occurrence** under this clause shall not exceed the Limit stated in the Schedule

Loss of Investment Income on Late Payment of Rent

If as a result of **Damage** by any cause not otherwise excluded the **Company** indemnifies the **Insured** in respect of the **Loss of Revenue** and if the payment by the **Company** to the **Insured** is made later than the date upon which the **Insured** would normally have expected to receive **Rent Receivable** the **Company** shall pay a further sum representing the investment income lost to the **Insured** during the delay

Loss of Projected Increase in Rent

The **Company** will indemnify the **Insured** in consequence of **Damage** by any cause not otherwise excluded for the amount of the reduction in the **Rent Receivable** during the **Indemnity Period** if solely in consequence of the **Damage** the **Insured** is precluded from exercising their right to implement a rent review under the terms of the lease on its anticipated due date

Managing Agents Premises

This extension will indemnify the **Insured** for Loss of Revenue arising out of **Damage** by any cause not otherwise excluded to property at the premises of the **Insured's** managing agents provided that the **Company's** liability any one **Occurrence** under this clause shall not exceed the Limit stated in the Schedule

Payments on Account

The **Company** will make payments on account during the **Indemnity Period** if the **Insured** so requests subject to any necessary adjustment at the end of the **Indemnity Period**

Loss of Revenue - Clauses

All clauses operative as shown

Professional Accountants

Any particulars or details contained in the **Insured's** books of account or other business books or documents which may be required by the **Company** under *Claims Conditions - All Sections Action by the insured* of the **Policy** for the purpose of investigating or verifying any claim under this clause may be produced by professional accountants if at the time they are regularly acting as such for the **Insured** and their report will be prima facie evidence of the particulars and details to which such report relates

The **Company** will pay to the **Insured** the reasonable charges payable by the **Insured** to their professional accountants for producing such particulars or details

The **Company** will also pay to the **Insured** the reasonable charges payable by the **Insured** to their lawyers for determining their contractual rights under any rent cessor clause or insurance break clause contained in the lease

Renewable Energy Income

The **Policy** extends to include the **Insured's** loss of income from the sale of renewable energy to the national grid following **Damage** by any cause not otherwise excluded subject to the **Company's** liability any one **Occurrence** under this clause not exceeding the Limit stated in the Schedule

Rent Free Period

If at the date of the **Damage** any **Premises** insured by the **Policy** is subject to a rent free period concession under the terms of the lease then the **Indemnity Period** stated in the Schedule shall be adjusted by adding to the number of months shown in the Schedule to the remaining balance of such rent free period subject to allowance for the actual future rent having been included in the **Declared Rental Value** and provided that the **Company's** liability shall in no case exceed 200% of this figure

Savings

If any charge or expense payable out of **Rent Receivable** shall cease or reduce during the **Indemnity Period** in consequence of the **Damage** by any cause not otherwise excluded the sum saved shall be deducted from the amount otherwise payable under this Section of the **Policy**

Specified Disease Vermin Defective Sanitary Arrangements Murder and Suicide

This extension will indemnify the **Insured** for **Loss of Revenue** arising out of interruption of or interference with the **Insured's Business** which restricts the use of or results in closure of the **Premises** on the order or advice of the competent authority following

1. a) any **Occurrence** of a **Specified Disease** at the **Premises**
 - b) any person contracting an illness caused by food or drink poisoning which is directly attributable to food or drink supplied from the Premises
 - c) discovery of an organism at the Premises likely to result in any person contracting an illness caused by food or drink poisoning or a **Specified Disease**
2. the discovery of vermin or pests at the **Premises**
3. any accident causing defects in the drains or other sanitary arrangements at the **Premises**
4. any **Occurrence** of murder or suicide at the **Premises**

For the purpose of this provision the **Indemnity Period** shall commence:

- a) in the case of 1. 2. and 3. above from the date applied by the competent public authority
- b) in the case of 4. above from the date of the **Occurrence**

Loss of Revenue - Clauses

All clauses operative as shown

Provided that:

- a. the **Company's** liability any one **Occurrence** under this clause shall not exceed the Limit stated in the Schedule
- b. the Automatic Reinstatement Clause does not apply in respect of this extension
- c. the **Company** shall not be liable under this extension for
 - ii. any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease if the Insured has failed to ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice.
 - iii. for any costs incurred in the cleaning repair replacement recall or checking of property
 - iv. for loss arising from any **Occurrence** of **Specified Disease** not at the **Premises**
 - v. for loss arising from any **Occurrence** of food poisoning vermin pest defective drain sanitation murder or suicide not at the **Premises**

Clauses Applying to both Property Damage and Loss of Revenue

All clauses operative as shown

Automatic Reinstatement of Loss

The Sums Insured and/or Limits as stated in the Schedule will not be reduced (unless stated in the Schedule as aggregated during the **Period of Insurance**) by the amount of any insured **Damage** subject to the **Insured** paying an appropriate reasonable additional premium requested by the **Company** on the amount of the insured **Damage**

The **Company** will not require any additional premium where the amount of the insured **Damage** does not exceed 10% of the total of the Sums Insured stated in the Schedule under *Section 1 - Property Damage* and *Section 2 - Loss of Revenue*

Automatic Cover from Exchange

If at the time of **Damage** by any cause not otherwise excluded the **Insured** have contracted to purchase any building and/or site and the purchase has not been but is thereafter completed the location of such building and/or site will be deemed to be a **Premises** under *Sections 1, 2, and 3*, until completion but only in circumstances where either:

1. the **Insured's** interest in any such **Premises** is not covered by any other insurance
2. the **Insured's** interest is covered by any other insurance but only to the extent that any other insurance on such **Premises** is more restrictive in cover or limits and where the **Company** will be liable for any difference between any other insurance and this **Policy**

The **Insured** must advise the **Company** immediately they become aware that cover has attached under this clause and pay the appropriate premium from the date the **Company's** liability commenced

Provided that the **Company's** liability any one **Occurrence** under this clause shall not exceed the Limit stated in the Schedule

Buildings Awaiting Sale

If at the time of the **Damage** by any cause not otherwise excluded 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 such **Damage** then provided that the **Insured** shall make all **reasonable** efforts to complete the sale of the **Premises** as soon as practicable after the **Damage** the **Insured** may opt for the amount payable by the **Company** to be as follows:

1. during the period prior to the date upon which but for the **Damage** the **Premises** would have been sold the loss of **Rent Receivable** being
the amount by which the **Rent Receivable** by the **Insured** during the **Indemnity Period** shall solely in consequence of the **Damage** fall short of the **Standard Rent Receivable**
2. 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 expiry of the **Indemnity Period** if earlier the loss of interest being
 - a) the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the **Business**
 - b) the investment interest lost to the **Insured** on any balance of the sale proceeds after deduction of any capital borrowed as provided under a)less any amount receivable in respect of **Rent Receivable**

Clauses Applying to both Property Damage and Loss of Revenue

All clauses operative as shown

3. the additional expenditure being
 - a) any costs of expediting reconstruction
 - b) the additional legal fees and other expenditure

reasonably and necessarily incurred solely as a result of the cancellation or delay in consequence of **Damage** but not exceeding the amount of revenue loss avoided by such costs and expenditure

provided that 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**

Where the **Insured** shall not have contracted to sell their interest in the **Premises** the **Company** will have regard to the following with regard to the amounts payable under 2. *the loss of interest* and 3. *the additional expenditure*

- a) to actual negotiations with prospective purchasers both before and after the **Damage**
- b) to the demand for similar accommodation in the locality

If required the advice of a professional agent acceptable to both the **Insured** and the **Company** will be sought and such fees will be included in the indemnity provided

The **Company's** liability under 2) *the loss of interest* and 3) *the additional expenditure* shall not exceed GBP1,500,000 per annum per **Premises** (or a proportionately increased multiple thereof where the **Indemnity Period** exceeds 12 months) unless otherwise agreed by the **Company**

Contracting Purchasers Clause

If at the time of **Damage** the **Insured** shall have contracted to sell their interest in any **Property** insured the contracting purchaser who completes the purchase shall be entitled to the benefit of the insurance under this **Policy** (unless the **Premises** is otherwise insured against such **Damage** by the purchaser) without prejudice to the rights and liabilities of the **Insured** or the **Company** until completion

Failure of Third Party Insurance

The **Policy** extends to include property and revenue loss in consequence of **Damage** in England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man (or any other territory specifically agreed by the **Company**) which the **Insured** own or lease or in which the **Insured** has any other financial interest and which by the terms of a lease or other contractual arrangements a third party has an obligation to insure against any of the causes or covers insured by this Section of the **Policy** and which the third party has failed to maintain in force such insurance"

Provided that:

- a) the **Company** will not be liable in respect of insurance cover that has been arranged but has been invalidated due to
 1. a breach of a warranty or condition and/or
 2. risk improvements not having been complied with and/or
 3. where the tenant, lessee, other occupier or third party has not made a claim under their policy and should have done so.
- b) The liability of the **Company** under this extension shall be no greater than the Limit stated in the Schedule per **Building per Premises**
- c) the **Insured** must notify the **Company** in writing within 30 day of becoming aware that such insurance is not in force and pay the appropriate premium

Clauses Applying to both Property Damage and Loss of Revenue

All clauses operative as shown

- d) obtain written confirmation at the inception and annual check of any agreement from the third party that:
 - 1. the insurance policy is in force
 - 2. the policy provides for at least the extent of cover provided by the policy
- e) the **Company** shall not be liable for the amount of any excess deductible or insured's contribution applying under any other insurance on the premises

the insurance under this extension shall be subject to all the terms conditions and exclusions of this **Policy**

Clauses Applying to both Property Damage and Loss of Revenue

All clauses operative as shown

Inadvertent Failure to Insure

The **Policy** extends to include inadvertently omitted

1. premises (whether owned by the **Insured** or on a lease to them)
2. items forming part of the **Buildings** (excluding **Landlord Contents**) as a result of which the **Declared Values** for the **Buildings** at the **Premises** is less than the **Day One Building Values**

Provided that

- a) the premises or items are in the United Kingdom the Channel Islands or Isle of Man (or any other territory specifically agreed by the **Company**)
- b) the **Insured** has an obligation to insure such premises or items
- c) the **Insured** has agreed to insure all premises they own or which they are responsible to insure with the **Company**
- d) the **Insured** will advise the **Company** in writing as soon as reasonably practical once they become aware of the omission and will pay any appropriate premium from the date upon which the insurance became the responsibility of the **Insured**
- e) the **Company's** liability shall not exceed the Limits stated in the Schedule

Loss of Licence

If due to a reason beyond the **Insured's** power or control the **Licence** is revoked suspended or forfeited under the provisions of the legislation governing such licences the **Company** will pay the depreciation in value of the **Insured's** interest in the **Premises** including any directly resulting loss of **Rent Receivable** and reasonable costs and expenses incurred by the **Insured** with the **Company's** prior consent (such consent will not be unreasonably withheld) for any appeal

Provided always that:

1. the **Company** will not be liable in the event that revocation suspension or forfeiture arises directly or indirectly from any:
 - a) compulsory purchase order or improvement or redevelopment of the area by any local authority
 - b) alteration of the legislation affecting the grant suspension surrender or forfeiture of licences
2. the **Company** will not be liable if the **Insured** are entitled to obtain compensation under the provisions of any legislation
3. the **Insured** must notify the **Company** as soon as reasonably possible and give the **Company** all the assistance that may reasonably be required as soon as the **Insured** learn of any:
 - a) complaint against the **Premises** or its control
 - b) proceedings against or conviction of the licence holder designated **Premises** supervisor manager tenant or occupier of the **Premises** for any breach of the licensing legislation or any matter whereby the character or reputation of the person concerned is affected or called in question with regard to their honesty moral standing or sobriety
 - c) change in tenancy or management of the **Premises**
 - d) transfer or proposed transfer of the **Licence**
 - e) alteration in the purpose for which the **Premises** are used
 - f) application for review or other circumstances which may endanger the **Licence**
4. the **Company's** liability will not exceed the Limit stated in the Schedule

Optional Clauses Applying to both Property Damage and Loss of Revenue

The following clauses are applicable only if stated in the Schedule to be operative

Claims Advocacy Expenses

Subject to the **Company's** prior written consent, the **Company** will pay any reasonable costs which the **Insured** necessarily incur as a result of loss or **Damage** as insured under Sections 1 - Property Damage and Section 2 - Loss of Revenue and which are solely in respect of

(i) the preparation, certification and/or quantification of any claim, for which the **Company** have accepted liability, where such claim is estimated by the appointed loss adjuster to be in excess of £250,000 inclusive of any applicable Deductible or Excess

(ii) the use of external consultants in respect of (i) above.

The costs detailed in (i) and (ii) above must be supported by detailed timesheets that are submitted for the **Company's** approval

The Company will not pay for any

- (i) legal costs in respect of claims advocacy
- (ii) costs or fees of any persons providing consultation on the coverage or the negotiation of claims.

The maximum the **Company** will pay in respect of any one claim the Limit stated in the Schedule and is subject to the appropriate market rate.

Claims preparation costs shall be payable in excess of any applicable sum insured but will not be in excess of any Total Sum Insured or Loss Limit stated herein.

Rise in Water Table

The **Policy** extends to indemnify the **Insured** in respect of **Damage** attributable solely to changes in the water table level. The **Company's** liability shall not exceed the Limit stated in the Schedule

Exclusions that apply to both Property Damage and Loss of Revenue

The following exclusions apply to this section in addition to the General Exclusions

Section 1 - Property Damage and *Section 2 - Loss of Revenue* do not cover

1. **Damage** caused by or consisting of
 - a) inherent vice latent defect gradual deterioration wear and tear or its own faulty or defective design or materials but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
 - b) faulty or defective workmanship but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
 - c) the bursting of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured** other than
 - i) in respect of *Section 1 - Property Damage* - a boiler used for domestic purposes only
 - ii) in respect of *Section 2 - Loss of Revenue* - any boiler or economiser on the premises insured or a boiler used for domestic purposes onlyExclusion 1.c) shall not apply provided that the **Insured** or the tenant (under their FRI obligations) arranges for the statutory inspections to be undertaken by an authorised engineer and puts in place an engineering insurance policy
 - d) Frost other than **Damage** caused to permanent **Buildings** but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
 - e) flooding solely attributable to changes in the water table level unless stated in the Schedule

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
 - b) change in temperature colour texture or finish
 - c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - d) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates
 - e) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications servicesbut this shall not exclude
 - i) such **Damage** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental **Damage**
 - ii) subsequent **Damage** which itself results from a cause not otherwise excluded

3. **Damage** caused by subsidence ground heave or landslip
 - a) attributable to or which occurred prior to the inception of this **Policy**
 - b)
 - i) occasioned by or happening through the bedding down of newly erected structures
 - ii) attributable to coastal or river erosion
 - iii) attributable to the settlement or movement of made-up-ground attributable to the settlement or movement of ground used as a commercial landfill site unless the practical completion date of the **Property** was achieved more than 8 years before the manifestation of **Damage**
 - c) occurring to any part of the **Property** insured in the course of erection or undergoing total demolition or **Major Structural Alterations**

Exclusions that apply to both Property Damage and Loss of Revenue

The following exclusions apply to this section in addition to the General Exclusions

4. **Damage** to the **Building** caused by its own collapse or cracking except where resulting from a **Defined Peril**
5. **Damage** in respect of fixed glass the responsibility of the tenant under the lease document
6. **Damage** for any amount in excess of GBP25,000 any one **Occurrence** in respect of moveable **Property** in the open boundary fences and gates trees bushes shrubs and landscaping caused by wind rain hail sleet snow flood or dust
7. **Damage** or loss directly or indirectly caused by or in connection with any act or acts of **Terrorism**
In any action suit or other proceedings where the **Company** alleges that by reason of this exclusion cover is not provided under this **Policy** the burden of proving that such **Damage** or loss in consequence of **Damage** is covered shall be upon the **Insured**
8. **Damage** caused by pollution or contamination but this shall not exclude
 - a) destruction of or **Damage** to the **Property** insured resulting from a sudden identifiable unintended and unexpected cause which is not otherwise excluded
 - b) loss resulting from **Damage** to **Property** used by the **Insured** at the **Premises** for the purpose of the **Insured's Business** resulting from a sudden identifiable unintended and unexpected cause which is not otherwise excluded
9. **Damage** caused by or consisting of pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds
10. **Damage** in Northern Ireland occasioned by or happening through or in the 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

Section 3 - Terrorism Insurance

Applicable only if stated in the Schedule to be operative

THE COVER

The **Company** will cover the **Insured** for a **Covered Loss** during the **Period of Insurance** subject to the provisions set out below

The maximum the **Company** will pay in any one **Period of Insurance** will not exceed the limit of liability or Sum Insured for each of the **Heads of Cover** specified in each Section of this **Policy**

In any action suit or proceedings where the **Company** allege that any loss is not covered by this Section the **Insured** must prove that the loss is covered

This Section is subject to all the Definitions Conditions and Clauses of the Sections where the **Heads of Cover** are insured If there is conflict between this Section and the rest of the policy this Section will prevail

Terrorism Insurance - Conditions

All conditions operative as shown in addition to the General Conditions

1. the **Company** may cancel the cover provided by this Section by sending the **Insured** 30 days written notice to your last known address
the **Company** will refund a proportionate part of any premium paid for the unexpired period provided that there has been no
 - a) claim(s) made under this Section for which the **Company** have made a payment or which are still under consideration
 - b) incident(s) which the **Insured** are aware of and are likely to give rise to a claim which has already been or is yet to be reported to the **Company**during the current **Period of Insurance**

If in relation to any claim the **Insured** have failed to fulfil any of the following conditions the **Company** will not pay that claim

the **Insured** must

2. declare to the **Company** all **Property** and/or **Premises** owned by the **Insured** or for which the **Insured** are responsible and if applicable all Business Interruption and Book Debt exposures including all property and/or premises Business Interruption and Book Debts of subsidiary companies
3. purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all
 - a) such property and/or premises and
 - b) such Business Interruption and Book Debts

unless the **Company** agree otherwise in writing

Terrorism Insurance - Exclusions

All exclusions operative as shown

the **Company** will not provide cover 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. unless and until the **Treasury** issues a certificate certifying the event or events in question to have been an **Act of Terrorism** or in the event of the **Treasury** refusing to issue such a certificate a tribunal formed following reference by Pool Reinsurance Company Limited or the **Treasury** determines the event or events in question to have been an **Act of Terrorism**
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 or corruption of **Data**in each case whether the **Insureds** 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**

Proviso to Exception (3)

1. **Covered Loss** otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such **Covered Loss**
 - a) results directly (or solely as regards (b) (iii) below indirectly) from
 - i. fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system)
 - ii. impact of aircraft or any aerial devices or articles dropped from them
 - iii. 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
 - iv. destruction of damage to or movement of buildings or structures plant or machinery other than any **Computer System** and
 - b) comprises
 - i. the cost of reinstatement replacement or repair in respect of damage to or destruction of **Property** insured under any of the **Heads of Cover** or
 - ii. the amount of business interruption loss suffered directly by the **Insured** by way of loss of or reduction in profits revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction of **Property** insured under any of the **Heads of Cover** or as a direct result of denial prevention or hindrance of access to or use of the **Property** insured under any of the **Heads of Cover** by reason of an **Act of Terrorism** causing damage to other **Property** within one mile of the **Property** insured under any of the **Heads of Cover** to which access is affected or
 - iii. the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by the **Insured** to avoid or diminish such loss and
 - c) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state
2. For the purposes of this Proviso **Property** shall (additionally to those exclusions in the definition of **Property** below) exclude
 - a) any money currency electronic cryptographic or virtual currency including Bitcoin or anything similar negotiable or non-negotiable instruments financial securities or any other financial instrument of any sort whatever including anything referred to in the definition of "Money" as set out in this policy and
 - b) any **Data**

Terrorism Insurance - Exclusions

All exclusions operative as shown

3. Notwithstanding the exclusion of **Data** from **Property** to the extent that damage to or destruction of **Property** within the meaning of sub-paragraph (1) (b) above indirectly results from any alteration modification distortion erasure or corruption of **Data** because the occurrence of one or more of the matters referred to in sub-paragraph (1) (a) above 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 otherwise falling within sub-paragraphs (1) (a) and (1)(b) above from being recoverable under this Section

In no other circumstances however will any loss or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of **Data** be recoverable under this Section

Section 4 - Property Owners Liability

Applicable only if stated in the Schedule to be operative

THE COVER

The **Company** will indemnify the **Insured** against

1. legal liability to pay **Compensation**

and

2. **Costs and Expenses**

in respect of accidental

a) **Personal Injury**

b) **Damage** to material property

c) obstruction trespass nuisance or interference with any right of way air light or water

which arises in connection with the **Business** and which happens during the **Period of Insurance** and within the **Territorial Limits**

The maximum the **Company** will pay is the **Limit of Liability** and any **Costs and Expenses**.

However in respect of any claim brought in

1. the United States of America or any territory within its jurisdiction

2. Canada

the maximum the **Company** will pay inclusive of **Costs and Expenses** is the **Limit of Liability**

Property Owners Liability - Clauses

All extensions operative as shown

Buildings Temporarily Occupied

The **Company** will indemnify the **Insured** in respect of legal liability for accidental **Damage** to premises (and their contents) temporarily occupied by the **Insured** for the purpose of carrying out the **Business**

The **Company** will not provide indemnity in respect of **Damage** to

1. premises and their contents which the **Insured** own or are loaned leased hired or rented to
 - a) the **Insured**
 - b) any other party who is carrying out work on the **Insured's** behalf
2. the **Works**

Contractual Liability

The **Company** will indemnify the **Insured** in respect of accidental **Bodily Injury** or **Damage** to material property imposed on the **Insured** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in the **Company**

The **Company** will not provide indemnity in respect of any agreement for or including the performance of work outside **The Defined Territories**

Cross Liabilities

The **Company** will indemnify each party named as the ~~Policyholder~~ **Insured** in the Schedule as if a separate policy had been issued to each

The total amount payable will not exceed the **Limit of Liability** regardless of the number of parties claiming to be indemnified

Data Protection

The **Company** will indemnify the **Insured** in respect of

1. legal fees and defence costs
2. legal liability for **Compensation** to an individual, the subject of personal data the **Insured** holds and who suffers material or non-material damage caused by inaccuracy of data loss of the data unauthorised destruction or disclosure of the data

arising from proceedings brought against the **Insured** under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The **Company's** liability under this Clause shall not exceed the Limit stated in the Schedule

The **Company** will not provide indemnity in respect of

1. a) **Personal Injury** other than as provided by this clause
- b) **Damage** to material property
- c) fraud dishonesty insolvency financial default conspiracy conversion deceit intimidation inducement of breach of contract injurious falsehood or breach of confidence libel slander or defamation
- d) libel slander or defamation
2. consequential losses
3. liability as a result of the **Insured** having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by the **Insured** or any Employee
4. liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages
5. liability under any penalty clause or any fine or statutory payment
6. legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements
7. proceedings relating to Compensation for any **Employee** if the Employers' Liability Section of this policy is not in force

Property Owners Liability - Clauses

All extensions operative as shown

Defective Premises

The **Company** will indemnify the **Insured** in respect of legal liability for accidental **Bodily Injury** or **Damage** to material property arising under

1. the Defective Premises Act 1972
2. the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which the **Insured** previously owned or occupied for the purposes of the **Business**

The **Company** will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises

Employees' and Visitors' Personal Belongings

The **Company** will indemnify the **Insured** in respect of legal liability for accidental **Damage** to employees' and visitors' vehicles and personal belongings which are in the custody or control of the **Insured**

The **Company** will not provide indemnity where this material property is

1. loaned leased hired or rented to the **Insured**
2. stored for a fee or other consideration by the **Insured**
3. in the custody or control of the **Insured** for the purposes of being worked upon

Environmental Statutory Clean-Up Costs

The **Company** will indemnify the **Insured** against

1. the cost 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 Great Britain Northern Ireland the Isle of Man or the Channel Islands 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 the **Company** will pay under this extension shall not exceed the Limit stated in the Schedule

The limit stated in the Schedule forms part of and is not in addition to the **Limit of Indemnity** stated in the Schedule for *Section 4 - Property Owner's Liability*

The **Company** will not provide indemnity

1. in respect of any work (whether preventive or otherwise) in respect of property
 - a) which the **Insured** own or is loaned leased hired or rented to 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 the **Insured's** behalf
 - 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

Property Owners Liability - Clauses

All extensions operative as shown

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. for any costs or any liability for costs which are covered by a more specific insurance policy other than in respect of any self insured retention that may apply to such more specific insurance policy

Financial Loss - Property Owners

The **Company** will indemnify the **Insured** in respect of legal liability for **Financial Loss** as a direct result of the failure to provide any material property or service in connection with **Property** insured as detailed under *Section 1 - Property Damage* of this policy the **Company's** liability under this clause shall not exceed the Limit stated in the Schedule

This indemnity only applies to claims made against the **Insured** during the currency of this clause or within 30 days of its expiry

The **Company** will not provide indemnity

1. in respect of **Financial Loss** as a result of
 - a) circumstances which at inception of this *Property Owner's Liability Section* the **Insured** knew or ought to have known about and which were likely to give rise to a claim
 - b) fraud dishonesty insolvency financial default conspiracy conversion deceit intimidation inducement of breach of contract or injurious falsehood
 - c) passing off or infringement of any trademark trade name merchandise mark registered design copyright or patent right
 - d) libel slander or defamation
 - e) liability under the Data Protection Act 1998 or the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing
 - f) any diminution in value of any material property
 - g) the failure or partial failure of any managing agent to fulfil their obligations under any contract
 - h) any consequence whatsoever directly or indirectly caused by or contributed to or arising from
 - i. the presence
 - ii. the releaseof **Asbestos** including any product containing **Asbestos**
2. for the first 5% or GBP1,000 whichever is the greater of **Compensation Costs and Expenses** in respect of each and every loss

Property Owners Liability - Clauses

All extensions operative as shown

Hired or Rented Premises

The **Company** will indemnify the **Insured** in respect of legal liability for accidental **Damage** to premises (including fixtures and fittings) within **The Defined Territories** which are hired rented or loaned to the **Insured** in connection with the **Business**

The **Company** will not provide indemnity in respect of

1. the first GBP250 of **Compensation Costs and Expenses** in respect of such **Damage** caused other than by fire or explosion
2. liability imposed on the **Insured** solely by reason of the terms of any hiring or renting agreement
3. **Damage** caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by the **Insured**

Indemnity to Principal

In the event of any claim in respect of which the **Insured** would be entitled to receive indemnity under this **Policy** being brought or made against any public or local authority or other principal the **Company** will indemnify the said public or local authority or other principal against such claim and/or any costs charges and expenses in respect thereof provided always that the **Company** will not be liable under this Extension unless the **Company** has the sole conduct and control of all claims

Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

The **Company** will indemnify the **Insured** in respect of

1. legal fees and expenses incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) for defending proceedings including appeals
2. costs of prosecution awarded against the **Insured**

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990

The **Company** will not provide indemnity

1. unless the proceedings relate to an actual or alleged act omission or incident committed during the **Period of Insurance** within **The Defined Territories** and in connection with the **Business**
2. in respect of proceedings which result from any deliberate act or omission by the **Insured**
3. where indemnity is provided by another insurance policy

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

The **Company** will indemnify the **Insured** in respect of

1. legal fees and expenses incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) for defending proceedings including appeals
2. costs of prosecution awarded against the **Insured**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

The **Company** will not provide indemnity

1. unless the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within **The Defined Territories** and in connection with the **Business**
2. in respect of proceedings which
 - a) result from any deliberate act or omission by the **Insured**
 - b) relate to any **Employee**

Property Owners Liability - Clauses

All extensions operative as shown

- c) relate to any **Employee**
- 3. in respect of any
 - a) fines
 - b) remedial or publicity orders or any steps required to be taken by such orders
- (4) where indemnity is provided by another insurance policy.

Legal Expenses arising from Health and Safety Legislation

The **Company** will indemnify the **Insured** in respect of

- 1. legal fees and expenses incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) for defending proceedings including appeals
 - 2. costs of prosecution awarded against The Insured
- which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

The **Company** will not provide indemnity

- 1. unless the proceedings relate to an actual or alleged act omission or incident committed during the **Period of Insurance** within **The Defined Territories** and in connection with the **Business**
- 2. in respect of proceedings which
 - a) result from any deliberate act or omission by the **Insured**
 - b) relate to the health and safety of any **Employee**
- 3. where indemnity is provided by another insurance policy

Legionella

If in relation to any claim the **Insured** have failed to fulfil any of the following conditions the **Insured** will lose your right to indemnity or payment for that claim

The **Insured** must ensure that in connection with any **Premises** owned hired or rented by the **Insured** they comply with the Health and Safety Commissions Approved Code of Practice - The control of legionella bacteria in water systems Ref ISBN 0-7176-1772-6 or any amending Code of Practice

The **Company** will indemnify the **Insured's** in respect of **Pollution or Contamination** caused by the discharge dispersal release or escape of legionella bacteria from premises owned hired or rented by the **Insured** where the **Pollution and Contamination** is not caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place

This indemnity only applies to claims made against the **Insured** during the currency of this Clause or within 30 days of its expiry

The **Company's** liability under this Clause shall not exceed the Limit stated in the Schedule

The **Company** will not provide indemnity in respect of

- 1. any occurrence happening before the inception date of this Clause under this policy
- 2. any agreement unless liability would have existed otherwise

If the **Company** do not offer the **Insured** renewal of the cover provided by this Clause the **Company** will indemnify the **Insured** in respect of any occurrence happening during the currency of this Clause and before the expiry of the last **Period of Insurance** provided that

- 1. claims are made in writing within 90 days of the last **Period of Insurance**
- 2. the **Insured** exercise the right granted by this Clause no later than 30 days after the last **Period of Insurance**

Property Owners Liability - Clauses

All extensions operative as shown

3. the **Insured** pay the premium required by the **Company** which shall not exceed 20% of the annual premium or pro rata equivalent thereof applicable to the last **Period of Insurance**
4. the maximum the **Company** will pay including **Costs and Expenses** in respect of all claims made against the **Insured** during the last **Period of Insurance** and within the amount of days shown in 1. above is the amount specified above as applying to this Clause

Libel and Slander

1. The **Company** will in respect of any claim made against the **Insured** while this **Policy** is in force or within 12 months of its cancellation provided the cause of the claim occurred while the **Policy** 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 the **Company** will pay inclusive of **Costs and Expenses** in respect of
 - a) any one claimand
 - b) the total of all claims in any one **Period of Insurance**shall not exceed the Limit stated in the Schedule
4. The **Company** 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 Defined Territories**
 - d) 10% of each and every claim

Property Owners Liability - Clauses

All extensions operative as shown

Motor Contingent Liability

The **Company** will indemnify the **Insured** in respect of their legal liability for accidental **Bodily Injury** and **Damage** to material property which arises from any vehicle or trailer attached thereto which is

1. a) not owned by
b) not loaned leased hired or rented to the **Insured** nor provided by the **Insured**
and
2. being used in connection with the **Business** in **The Defined Territories**

The **Company** will not provide indemnity

1. in respect of **Damage** to the vehicle or trailer or goods carried in or on the vehicle or trailer
2. while the vehicle is being driven by
 - a) the **Insured**
 - b) any person who to the **Insured's** knowledge or that of the **Insured's** representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
3. where indemnity is provided by another insurance policy

Overseas Personal Liability

The **Company** will indemnify the **Insured** and at the **Insured's** request any director partner or **Employee** of the **Insured** in respect of legal liability for accidental **Bodily Injury** or **Damage** to material property incurred in a personal capacity whilst such persons are temporarily outside **The Defined Territories** in connection with the **Business**

The **Company** will also indemnify any accompanying spouse and children

Where the **Insured** is an individual this indemnity will also apply to the **Insured's** personal liability whilst away from their business premises in connection with the **Business** but within **The Defined Territories**

The **Company** will not provide indemnity

1. where liability arises from
 - a) any agreement unless liability would have existed otherwise
 - b) ownership or occupation of land or buildings
 - c) the carrying on of any trade or profession
 - d) ownership possession or use of wild animals firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft
2. where indemnity is provided by another insurance policy

Payment for Court Attendance

The **Company** will compensate the **Insured** if at the **Company's** request the **Insured** or any director partner or **Employee** of the **Insured** is attending court as a witness in connection with a claim for which the **Insured** is entitled to indemnity

The maximum the **Company** will pay per day for

1. the **Insured** each director or partner is GBP500
2. each **Employee** is GBP250

Property Owners Liability - Optional Clauses

The following clauses are applicable only if stated in the Schedule to be operative

Contractors Non-negligent Liability

The **Company** extends to indemnify the **Insured** in respect of any expense liability loss claim or proceedings incurred or sustained by reason of **Damage** to any material property happening during the **Period of Insurance** and arising out of or in the course of or by reason of the carrying out of the **Contract Works**

The indemnity will not apply to

1. **Damage** to any material property
 - a) caused by the negligence omission or default of the contractor his servants or agents or of any sub-contractor his servants or agents
 - b) attributable to errors or omissions in the designing of the **Contract Works** in circumstances where losses are recoverable under a professional indemnity insurance
 - c) which can reasonably be foreseen to be inevitable having regard to the nature of work to be executed but this shall only apply in respect of **Damage** arising from the acts of the **Contractor**
 - d) which is insurable by the **Insured** under the provisions of clause 22C of the JCT Design and Build Contract or equivalent
2. damage to the **Contract Works** or to material property of any kind brought on to the site of the contract for the purpose of the execution of the contract
3. any penalty under contract or any sum payable by way of damages for breach of contract
4. **Damage** to material property directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
5. **Damage** recoverable under any other policy effected for the benefit of the **Insured**

The maximum amount payable under this extension shall not exceed the Limit stated in the Schedule

Exclusions that apply to Property Owners Liability

The following exclusions apply to this Section in addition to the General Exclusions

The **Company** will not provide indemnity in respect of

1. **Personal Injury** to any **Employee** arising out of and in the course of employment by The **Insured** in the **Business**
2. the ownership possession or use by or on behalf of the **Insured** of any
 - a) aircraft aerial device or hovercraft
 - b) watercraft exceeding eight metres in length
 - c) motor vehicle trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
 - i. where described in the Motor Contingent Liability Clause
 - ii. the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy
3. **Damage** to material property
 - a) which you own or is loaned leased hired or rented to 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**other than in the circumstances described in the Hired or Rented Premises Clause the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause
 - 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
4. Damage to or the cost incurred by anyone in repairing removing replacing reapplying rectifying or reinstating
 - a) **Products Supplied** (other than **Products Supplied** under a separate contract)
 - b) the **Works**
5. recalling or making refunds in respect of
 - a) **Products Supplied**
 - b) the **Works**
6. advice instruction consultancy design formula specification inspection certification or testing performed or provided separately for a fee or under a separate contract
7.
 - a) the carrying out of any work
 - b) any **Products Supplied**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

Exclusions that apply to Property Owners Liability

The following exclusions apply to this Section in addition to the General Exclusions

8. **Pollution or Contamination** other than 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 **Company's** liability under this exclusion shall not exceed the Limit stated in the Schedule

9. a) work in or on and travel to from or within
b) **Products Supplied to**
any offshore
i. accommodation exploration drilling or production rig or platform
ii. support vessel
10. 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
11. liability imposed on the **Insured** solely by reason of the terms of any contract conditions or agreement in connection with **Products Supplied**
12. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
a) **Terrorism**
b) any action taken in controlling preventing suppressing or in any way relating to (a) above
except as stated in **Special Provision - Terrorism** below

In any action suit or other proceedings where the **Company** allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon the **Insured**
Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions is (12) (a) and (12) (b) above shall apply to *Section 4 - Property Owners Liability* of this policy but the **Limit of Liability** for the purpose of this **Special Provision - Terrorism** shall not exceed the Limit stated in the Schedule

13. the amount of **Compensation Costs and Expenses** shown in the Schedule as applying in respect of each and every event resulting in **Damage** to material property
The **Insured** will reimburse any such amount paid by the **Company**

Exclusions that apply to Property Owners Liability

The following exclusions apply to this Section in addition to the General Exclusions

14. Unless amended in the Schedule
 - a) exposure to
 - b) inhalation of
 - c) fears of the consequences of exposure to or inhalation of
 - d) the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any **Property** arising out of the presence of

Asbestos including any product containing **Asbestos**

15. any liability loss, destruction damage, claim, cost or expenses of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - a) **Virus or Similar Mechanism**
 - b) **Denial of Service Attack**
 - c) unauthorised access to or use of a **Computer System**
 - d) error or omission involving access to or processing of or use or operation of a **Computer System**
 - e) **Failure**
 - f) action taken in controlling, preventing, suppressing or remediating any of the items listed in a) to e) above
 - g) loss of **Data** or any repair, replacement, restoration or reproduction of **Data**

However the **Company** will not exclude any liability:

- 1) in respect of points a) to e) above any ensuing
 - a. accidental **Bodily Injury** (other than mental injury, mental anguish or mental disease which does not itself result from any other **Bodily injury**)
 - b. accidental **Damage** to material property which is not otherwise excluded
- 2) in respect of points d) and e) above

to any cover more specifically provided in this policy in relation to the protection of personal data as defined under Section 168 of the Data Protection Act 2018 or Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any subsequent or replacement legislation in respect of the foregoing

- 3) in respect of item g) above to loss or destruction of or damage to **Data** which directly results from **Damage** to tangible **Property**

16. **Products Supplied** other than
 - a) the sale or supply of food and drink
 - b) the disposal of furniture and office equipment previously used in the course of the **Business**

Section 5 - Employers Liability

Applicable only if stated in the Schedule to be operative

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The following clauses apply to this Section

The Company will indemnify the **Insured** against

1. legal liability to pay **Compensation**

and

2. **Costs and Expenses**

in respect of **Bodily Injury** caused during the **Period of Insurance** to any **Employee** arising out of and in the course of employment by the **Insured** in the **Business** within the **Territorial Limits**

The maximum the **Company** will pay is the **Limit of Liability**

Employers Liability - Extensions

All extensions operative as shown

Contractual Liability

The **Company** will indemnify the **Insured** in respect of liability for Bodily Injury imposed on the **Insured** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in the **Company**

The **Company** will not provide indemnity in respect of any agreement for or including the performance of work outside the **Defined Territories**

Cross Liabilities

The **Company** will indemnify each party named as the **Insured** in the Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed the **Limit of Liability** regardless of the number of parties claiming to be indemnified.

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

The **Company** will indemnify the **Insured** in respect of

1. legal fees and expenses incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) for defending proceedings including appeals
2. costs of prosecution awarded against the **Insured**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

The **Company** will not provide indemnity

1. unless the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the **Defined Territories** and in connection with the **Business**
2. in respect of proceedings which
 - a) result from any deliberate act or omission by the **Insured**
 - b) relate to any person other than an **Employee**
3. in respect of any
 - a) fines
 - b) remedial or publicity orders or any steps required to be taken by such orders
4. where indemnity is provided by another insurance policy

Employers Liability - Extensions

All extensions operative as shown

Legal Expenses arising from Health and Safety Legislation

The **Company** will indemnify the **Insured** in respect of

1. legal fees and expenses incurred with the **Company's** prior consent (such consent will not be unreasonably withheld) for defending proceedings including appeals
2. costs of prosecution awarded against the **Insured**

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

The **Company** will not provide indemnity

1. unless the proceedings relate to an actual or alleged act omission or incident committed during the **Period of Insurance** within the **Defined Territories** and in connection with the **Business**
2. in respect of proceedings which
 - a) result from any deliberate act or omission by the **Insured**
 - b) relate to the health and safety of any person other than an **Employee**
3. where indemnity is provided by another insurance policy

Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **Employees** in Great Britain Northern Ireland the Isle of Man or the Channel Islands

However the **Insured** will repay to the **Company** all sums that the **Company** would not have been liable to pay but for the provisions of such law

Payment for Court Attendance

The **Company** will compensate the **Insured** if at the **Company's** request the **Insured** any director partner or **Employee** of the **Insured** is attending court as a witness in connection with a claim for which the **Insured** is entitled to indemnity

The maximum the **Company** will pay per day for

1. the **Insured** each director or partner is GBP500
2. each **Employee** is GBP250

Unsatisfied Court Judgments

The **Company** will at the **Insured's** request pay any **Employee** or his or her personal representative the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for **Bodily Injury** against any company registered in or any individual domiciled in the **Defined Territories** and which remain unpaid six months after the date of such judgment.

Payment will only be made where

1. the **Bodily Injury** was caused during any **Period of Insurance** to the **Employee** arising out of and in the course of employment by the **Insured** in the **Business**
2. the judgment was obtained in a court within the **Defined Territories**
3. there is no appeal outstanding to the judgment
4. the **Employee** or his or her personal representative assigns the judgment debt to the **Company**

Exclusions that apply to Employers Liability

The following exclusions apply to this Section in addition to the General Exclusions

The **Company** 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. **Bodily 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 vehiclewhere 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

4. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - a) **Terrorism**
 - b) any action taken in controlling preventing suppressing or in any way relating to a) above

except as stated in **Special Provision - Terrorism** below
In any action suit or other proceedings where the **Company** allege that any consequence whatsoever resulting directly or indirectly from or in connection with 4. a) and/or 4.b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon the **Insured**

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in 4. a) and 4. b) above shall apply to the *Section 5 - Employers Liability* of this policy but the **Limit of Liability** for the purpose of this **Special Provision - Terrorism** shall not exceed the Limit stated in the Schedule

Claims Conditions - All Sections

1. Action by the Insured

In the event of **Damage** or injury or any other occurrence which may give rise to a claim under the **Policy** the **Insured** shall

- a) notify the **Company** as soon as reasonably practicable
- b) notify the police as soon as reasonably practicable but within 7 days if it becomes evident that the **Damage** has been caused by a criminal or malicious act
- c) make every reasonable effort to prevent further **Damage** and to minimise any loss or **Damage** and take appropriate emergency measures immediately as required to reduce any claim and must keep any invoices which are to form part of the claim
- d) give the **Company** an opportunity wherever practicable to inspect the **Damage** before work begins so that the **Company** may approve any estimate for repair work
- e) provide at their own expense full information in writing of the amount of the claim (together with details of any other insurances covering any of the property damaged) as soon as reasonably practicable (7 days in respect of criminal or malicious damage)
- f) provide all such proofs and information relating to the claim as may be reasonably required
- g) provide a statutory declaration of the truth of the claim (and of any matters connected with it) if requested by the **Company**
- h) carry out reinstatement or restoration with reasonable dispatch
- i) forward every letter claim writ summons and process in connection with such circumstances to the **Company** immediately on receipt
- j) give written notice to the **Company** immediately the **Insured** shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this **Policy**
- k) upon receipt of a **Notice of Adjudication** relating to any circumstance which has given or may give rise to a claim under this **Policy** provide immediate notice (or on the first working day thereafter) thereof to the **Company**
a **Notice of Adjudication** means any notice issued by a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication
- l) not give without the prior consent of the **Company** any admission offer promise payment or indemnity The **Company** shall be entitled to take over and conduct in the name of the **Insured** for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

No property may be abandoned to the **Company** whether taken possession of by the **Company** or not

2. Contribution from Other Insurance

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 damaged the liability of the **Company** shall be limited to its rateable proportion of the **Damage**

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with the **Policy** either in whole or in part or from contributing rateably the liability of the **Company** this shall not prejudice the **Insured's** rights to making a full recovery under the **Policy**

Claims Conditions - All Sections

3. Subrogation

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

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

- a) Any company standing in the relation of parent to subsidiary or subsidiary to parent to the **Insured** as defined in the Companies Act or Companies (N.I) Order as appropriate current at the time of the **Damage**
- b) any subsidiary of a parent company of which the **Insured** are themselves a subsidiary in each case within the meaning of the Companies Act or Companies (N.I). order as appropriate current at the time of the **Damage**
- c) any tenant concessionaire licensee lessee in respect of **Damage** irrespective of whether the insurance premium is recoverable or not unless such **Damage** arises from a breach of the terms of the lease or out of a criminal or malicious act of the tenant concessionaire licensee lessee

and where agreed in the Schedule:

- d) any managing agent engaged by the **Insured** with the **Insured's** permission and agreed by the **Company** in respect of any claims settlement made by the **Company** in accordance with *Section 1 - Property Damage Section 2 - Loss of Revenue and Section 3 - Terrorism*
- e) any managing agent engaged by the **Insured** with the **Insured's** permission and agreed by the **Company** in respect of any claims settlement made by the **Company** in accordance with *Section 4 - Property Owners Liability*

For the purpose of this **Policy** the premium will have deemed to be paid if the monies have not been received by the **Insured** because terms of credit remain in force at the time of an **Occurrence**

4. Arbitration

If any difference shall arise as to the amount to be paid under the **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions

This procedure does not prejudice any right of the **Insured** to have recourse to any other complaints procedure to which the **Company** subscribes or to the Courts

General Exclusions

Applicable to Sections 1 to 4 inclusive

Exclusions 1. 2a) b) and c) 3a) and b) 4 and 5 do not apply in respect of Section 3

Exclusion 3 does not apply in respect of Section 4 and Section 5

1. The **Policy** does not cover **Damage** occasioned by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalization confiscation requisition seizure or destruction by the government or any public authority or customs authority
2. The **Company** will not indemnify the **Insured** in respect of **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous or contaminating properties of any **Nuclear Installation Nuclear 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 the radioactive matter but this will not exclude radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or similar peaceful purposes
3. The **Company** will not indemnify the **Insured** in respect of
 - a) **Damage** sustained by the **Insured** directly or indirectly caused by or contributed to by or consisting of or arising from the failure at any time of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the **Insured** or not to: -
 - i. recognise correctly or treat any date as its true calendar date and/or
 - ii. capture save retain process manipulate or interpret correctly any data information command or instruction as a result of
 - its failing to treat any calendar date as its true date or
 - the operation of any programmed command which by reason of a failure to treat any date as its true calendar date causes the loss of data or an inability to capture save retain or process correctly such data but this shall not exclude subsequent **Damage** not otherwise excluded where such **Damage** is insured by the **Policy**
 - b) any costs expenses or fees arising from the remediation change correction repair or assessment of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software from any date or time recognition problem whether or not
 - i. preventative or remedial and/or
 - ii. the property of the **Insured** and/or
 - iii. before a loss or after a loss including temporary protection and preservation of property
4. Save where agreed with the **Company** (as specifically endorsed under *Section 1 - Property Damage Section 2 - Loss of Revenue* and *Section 3 - Terrorism*) to the contrary the **Policy** does not cover any **Property** more specifically insured by the **Insured** except for any insured contribution
5. The **Company** will not **Indemnify** the **Insured** in respect of: -

Damage sustained by the **Insured** to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **Insured** or not where such **Damage** is caused by programming or operator error **Virus or Similar Mechanism** or **Hacking** but this shall not exclude **Damage** not otherwise excluded which results from a **Defined Peril** (excluding the acts of malicious persons which do not involve physical force or violence)

Complaints Procedure

The **Company** wants to provide a first class service. If the **Insured** has any cause for complaint the **Insured** should in the first instance contact either Marsh Limited or the **Company** quoting the policy number

The **Company's** address is:

Chief Executive's Office
Aviva UKGI
PO Box 78
Surrey Street
Norwich
NR1 3EB
Telephone No. 0800 0928691
Fax No. 0800 1582680:

If the **Insured** is still not satisfied the **Company** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority" whose arbitration service is the Financial Ombudsman Service and the **Insured** may be able to refer its complaint to them

The address is:

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

Telephone: 0200 023 4567

Fax: 020 7964 1001

Email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The Insured's rights

The **Insured's** rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced



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