

ASSET POLICY 2023

COMPREHENSIVE PROTECTION FOR
PROPERTY INVESTORS

A GUIDE TO THE INSURANCE COVER YOU HAVE CHOSEN

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INTRODUCTION

DUTY OF FAIR PRESENTATION

The **Insured** must make a fair presentation of the risk to the **Insurer** at inception renewal or at the time of any alteration to their **Policy**. They must tell the **Insurer** all facts and circumstances which may be material to the risks covered by the **Policy** in a clear concise and understandable matter or give the **Insurer** sufficient information to alert them of the need to make further enquiries about such facts or circumstances

Material Facts are those likely to influence the **Insurer** in the acceptance of the risk and the assessment of any terms required and / or the pricing of the **Policy**. If there is any doubt as to whether or not a fact is material, it should be disclosed now and at the time of any alteration to this **Policy**

Please let the **Insurer** know if any of the facts information or circumstances that were given to them at inception or renewal of the previous **Period of Insurance** have changed

Failure to do so could invalidate the **Policy** or lead to a claim not being paid or the amount payable being reduced

If the **Insured** does disclose a change of any of the facts information or circumstances that they told the **Insurer** at the start of the previous **Period of Insurance** the **Insurer** reserves the right to withdraw or alter any terms and conditions of the **Policy** and amend the premium

This is a warranty free **Policy**

With regard to the events that culminate in a claim the **Insurer** will not rely on a breach of a **Policy** term to decline a claim where the **Insured** can prove that the breach was not relevant to the claim which actually occurred in the circumstances in which it occurred

Please check these documents carefully and contact your insurance broker or advisor immediately if incorrect.

CHOICE OF LAW

There is a choice of law applicable to this contract. Unless specifically agreed to the contrary this insurance is subject to English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

CLAIMS

In the event of a claim please contact the **Insurer**. The best way to do this is using the 24hr telephone line stated in your **Schedule**. Our experienced claims handlers will take the details of the claim and explain to the **Insured** the next steps to ensure the process is as smooth and efficient as possible. Please note that it is important that the Insured reads and understand the Claims Conditions (found under General **Policy** Conditions) which explain the responsibilities of the **Insured** in the event of a claim.

COMPLAINTS PROCEDURE

Should there be a problem regarding this **Policy** please contact your insurance broker or advisor quoting the policy number shown in the **Schedule**

If the **Insured** is still not satisfied, then please write to:

Complaints Department
Aspen Insurance UK Limited
30 Fenchurch Street
London
EC3M 3BD

Email: complaints2@aspen-insurance.com

Telephone 020 7184 8841

Should the **Insured** remain dissatisfied the **Insured** may, if eligible, refer the complaint to the Financial Ombudsman Service at the address below:

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

Details of eligibility can be found on their website at www.financial-ombudsman.org.uk

GENERAL DATA PROTECTION REGULATION

Personal information

The **Insurer** may collect and use relevant data about individuals to provide this insurance and to meet its legal obligations including but not limited to the name, address, contact details and any other information about the individual that the **Insurer** deems necessary to collect in connection with this insurance. This may also include more sensitive data including but not limited to racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic or biometric data, health, sex life or sexual orientation or criminal convictions of the individual.

To enable the **Insurer** to use the data in accordance with applicable data protection laws the Insured must provide those individuals with certain information about how the **Insurer** will use their data in connection with this insurance. In particular, the **Insured** will need to notify such individuals that their data may be shared with and used by a number of third parties in the insurance sector including, other insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies, debt recovery agents, and compulsory insurance databases.

The **Insurer** will only disclose the data to the extent required or permitted by law.

For more information about how the Insurer uses personal data please see the full privacy notice, which is available on the website <http://www.aspen.co/privacy/>

or in other formats on request to the data protection officer at (DPO@aspen.co)

Minimisation and notification

The **Insurer** is committed to using only the data needed to provide the insurance contained in this **Policy**. The **Insured** should only provide information about individuals when asked to do so by the **Insurer**.

The **Insured** must notify the **Insurer** if an individual requests information about how the **Insurer** uses their personal data in relation to the insurance cover provided in this **Policy**.

If the **Insured** is not satisfied with the way in which any personal data has been managed it may complain to the relevant Information Commissioner's Office at:

England	Scotland	Wales	Northern Ireland
Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF	Information Commissioner's Office Queen Elizabeth House Sibbald Walk Edinburgh EH8 8FT	Information Commissioner's Office 2 nd Floor Churchill House Churchill Way Cardiff CF10 2HH	Information Commissioner's Office 3 rd Floor 14 Cromac Place Belfast BT7 2JB
Telephone: 0303 123 1113	Tel 0303 123 1115	Tel 029 2067 8400	Tel 0303 123 1114
Email: casework@ico.org.uk	scotland@ico.org.uk	wales@ico.org.uk	ni@ico.org.uk

THIRD PARTY RIGHTS

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

TREATING CUSTOMERS FAIRLY

The **Insurer** is committed to achieving high standards of technical excellence and quality of service and to treat the **Insured** fairly. The **Insurer** constantly strives to:

- Design products and use distribution channels that meet the needs of those for whom they were intended
- Provide information which is clear and not misleading and issue **Policy** documentation in accordance with market and regulatory standards
- Avoid or, where that is not possible, manage and disclose conflicts of interest
- Operate sound risk management and controls
- Maintain the financial solvency of the business
- Maintain a balance of appropriate treatment between shareholders and customers
- Pay claims as soon as practicable following authorisation
- Handle complaints in a fair and expeditious manner
- Use feedback from complaints to improve our business and rectify any systemic deficiencies



Paul Gatland
Head of UK Property & Construction
Aspen Insurance UK Limited

DEFINITIONS AND INTERPRETATIONS

The **Policy** is made up of various sections and documents. These should all be read together as part of the same contract. Definitions are set out below and any word or phrase which has a definition is printed throughout the **Policy** in **italic bold type**. Various specific definitions are set out in individual sections which relate only to those sections. Where a more general meaning applies this will be apparent from the way it is used in the **Policy**

Buildings

The **Buildings** at the **Premises** including

- (a) landlord's fixtures and fittings whether internal or external
- (b) tenant's improvements but only to the extent of the responsibility of the Insured
- (c) outbuildings extensions annexes gangways conveniences yards forecourts car parks swimming pools and tennis courts
- (d) roads pavements service areas pedestrian ways street furniture lamp posts but only to the extent of the responsibility of the Insured
- (e) walls gates fences canopies and fixed signs
- (f) solar panels and wind turbines
- (g) foundations
- (h) telephone gas water and electrical installations piping ducting cables wires and associated equipment on the **Premises** and extending to the public mains but only to the extent of responsibility of the Insured
- (i) lifts boilers and central heating plant except as excluded
- (j) decorations and fitted carpets in the common parts

Solely for the purposes of **Damage** by theft or attempted theft the definition of **Premises** will be as above but excluding any

- (a) yard forecourt hard-court roads pavements patios pools and car-parks
- (b) shed lean-to greenhouse open sided or open ended structure

Business

The description of the occupation of the **Insured** used for the purpose of this insurance as shown in the **Schedule** Additionally in respect of Section 2 of this **Policy**

- (a) the ownership and maintenance of **Premises**
- (b) the occupation and or use of the **Premises** by the **Insured** or the managing agent of the **Insured**
- (c) the provision of services to **Tenants**
- (d) the provision and management of first aid fire and ambulance services
- (e) the provision and management of canteen social sports and welfare organisations for **Employees**
- (f) private work carried out with consent of the **Insured** for any of their directors partners or senior officials by an **Employee**

Computer Virus

Computer 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 **Computer Virus** 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

Consequential Loss

Loss resulting from interruption of or interference with the **Business** carried out by the **Insured** at the **Premises** in consequence of an **Incident**

Contents of Common Parts

All property at the **Premises** except landlord's fixtures and fittings which belongs to the **Insured** or for which the **Insured** are responsible in the common parts reception areas and storage areas but including

- (a) alterations improvements repairs and decorations
- (b) the contents of water oil gas and fuel tanks and ancillary equipment and pipework
- (c) property in the open grounds and gardens adjoining and used in connection with the **Premises**
- (d) documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the **Insured** of the information contained therein
- (e) **Electronic Data** processing media and so far as the same are not otherwise insured
- (f) property in show suites but only while such show suites are used for display or sale purposes

Solely for the purposes of **Damage** by theft or attempted theft the definition of **Premises** will be as above but excluding any

- (a) yard forecourt roads pavements patios pools and car-parks
- (b) shed lean-to greenhouse open sided or open ended structure

Cover for **Contents of Common Parts** shall not apply unless otherwise stated in the **Schedule**

Contract Works

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

Costs

- (a) Claimants' costs and expenses arising in respect of any claim against the **Insured** which may be the subject of indemnity under Section 2 of this **Policy** or the Privity of Contract extension under Section 1
- (b) All costs and expenses incurred by the **Insured** or with the written consent of the **Insurer** in respect of any claim against the **Insured** which may be the subject of indemnity under Section 2 of this **Policy**
- (c) **Court Attendance Costs**
- (d) **Legal Representation Fees**
- (e) **Prosecution Defence Costs**

Court Attendance Costs

All costs and expenses incurred by any directors partners or **Employees** of the **Insured** up to a maximum of GBP500 per day for each day on which attendance by any such person at a court or similar forum is requested by the **Insurer** in connection with a claim for which the **Insured** are entitled to indemnity under Section 2 of this **Policy**

Damage

Loss or destruction of or damage to property insured due to a contingency shown in the **Schedule**

Debris Removal

- (a) removing debris from
- (b) clearance or repair of drains sewers or gutters of
- (c) dismantling and/or demolishing
- (d) shoring up or propping

the portion or portions of the property insured destroyed or damaged by any cause not excluded but excluding any costs or expenses

- (i) incurred in removing debris except from the site of property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from **Pollution** of property not insured by Section 1A

Deductible

The amount shown in any section of the **Schedule** being the first part of any claim including fees which the **Insured** must pay

Under Section 1A the **Deductible** is applied to each separate **Premises** and is deducted after the application of all other provisions of the **Policy** including any condition of average (underinsurance)

Under Section 2B the **Deductible** is applied to loss of or damage to **Property** and is deducted after the application of all other provisions of the **Policy**

Denial of Service Attack

any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems. **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

Electronic Data

Data of any sort whatsoever including without limitation 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

Employee(s)

- (a) any person under a contract of service or apprenticeship
 - (b) any person who is hired to or borrowed by the **Insured**
 - (c) any labour masters or persons supplied by them
 - (d) labour only sub-contractors and persons supplied by them
 - (e) any self-employed person or persons
 - (f) any person gaining work experience
 - (g) any person on a training scheme
- working for in connection with the **Business**

Endorsement

Any variation or addition to the terms of the **Policy**

Flood

- (a) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
 - (b) inundation from the sea
- whether resulting from storm or otherwise

Goods

Goods or products (including containers labelling instructions or advice provided in connection therewith) which are sold supplied erected repaired altered treated or installed by the **Insured**

Gross Rentals

The amount of the actual annual **Rent** at the commencement of the **Period of Insurance** or the annual **Rent** following any **Rent** review during the **Period of Insurance** (proportionately adjusted where the **Indemnity Period** exceeds 12 months)

Hacking

Unauthorised access to any computer system, whether property of the **Insured** or not

Incident

Accidental loss or destruction of or damage to property used by the **Insured** at the **Premises** for the purpose of the **Business**

Indemnity Period

Indemnity Period means

- (a) for a tenanted **Premises** the period beginning with the occurrence of the **Damage** but ending not later than the last day of the Maximum **Indemnity Period** shown in the **Schedule** during which the **Gross Rentals** of the **Insured** will be affected in consequence of the **Damage**
- (b) for an untenanted **Premises** the period beginning with the date upon which but for the **Damage Gross Rentals** would have begun to be payable to the **Insured** and ending not later than the last day of the Maximum **Indemnity Period** shown in the **Schedule** during which the results of the **Insured** will be affected in consequence of the **Damage** shown in the **Schedule**

Insured

The **Insured(s)** named and shown in the **Schedule**

Additionally in respect of Section 2 of this **Policy**

- (a) operating in or from premises in the **United Kingdom**
- (b) at the request of the **Insured**
 - (i) any directors or **Employees** of the **Insured** while acting on behalf of or in the course of their employment or engagement in respect of liability for which the **Insured** would have been entitled to indemnity if the claim against any such person had been made against the **Insured**
 - (ii) any officer member or **Employee** of social sports or welfare organisation or first aid or ambulance service in their respective capacity as such organised or run by the **Insured**
 - (iii) any directors partners or senior officials of the **Insured** in respect of private work carried out by an **Employee** for any such person with the consent of the **Insured**

Provided that if indemnity is extended to any party described above that party shall be subject to the terms of the section so far as they can apply and in any event liability of the **Insurer** shall not exceed the limit of indemnity

- (c) in the event of death of the **Insured** or any **Employee(s)** the personal representatives of the **Insured** or **Employee(s)** in respect of liability incurred by the **Insured**

Insurer

Aspen Insurance UK Limited

Landlord's Contents

Household goods including ovens fridges microwaves and other kitchen appliances televisions digital television decoders stereos sofas chairs tables and other home furnishings all being property of the **Insured** or for which the **Insured** are responsible and located at the **Premises** but excluding valuables pictures paintings works of art or other curios money and computer equipment subject to liability of the **Insurer** not exceeding GBP1,500 any single article and GBP40,000 any single residential dwelling

Cover for **Landlord's Contents** shall not apply unless otherwise stated in the **Schedule**

Legal Representation Fees

Legal fees incurred with written consent of the **Insurer** for representation of the **Insured** in any proceedings in a court or similar forum arising out of any death or alleged breach of statutory duty the circumstances of which may be the subject of indemnity under Section 2 of this **Policy**

Legionellosis

Any discharge release or escape of legionella or other airborne pathogens from water tanks or systems air-conditioning plants cooling towers or similar installations

Money

Cash bank notes currency (but excluding cryptographic or virtual money including Bitcoin) notes tokens cheques Giro cheques postal orders money orders bankers drafts bills of exchange unused postage stamps holiday with pay stamps National Savings stamps and certificates TV licence stamps certificates of deposit consumer redemption vouchers National Insurance stamps luncheon vouchers premium bonds trading stamps and vouchers railway travel warrants railway tickets airline tickets which have been authenticated and purchased for use travellers cheques credit company sales vouchers VAT purchase invoices embossed stamps and unexpired franking machine units

This also includes **Money** in the form of crossed cheques crossed postal orders crossed bankers' drafts premium bonds National Savings certificates unused units in postage stamp franking machines stamped or franked National Insurance cards and VAT purchase vouchers/invoices credit card sales vouchers documents of value trading stamps certificates of deposits consumer redemption vouchers

Offshore

From the time of embarkation by an **Employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that **Employee** from a conveyance onto land upon return from an offshore rig or offshore platform

Period of Insurance

The **Period of Insurance** shown in the **Schedule**

Personal Injury

Death bodily injury illness disease mental anguish shock arrest wrongful detention wrongful imprisonment wrongful eviction malicious prosecution invasion of right of privacy discrimination libel slander defamation of character or injurious falsehood

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception

Policy

This document the **Schedule** and any **Endorsement**

Pollution

- (i) the contamination of the atmosphere or of any water, land or other tangible property by any pollutant (which shall include any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, odour, chemical, waste or disease carrying water droplet).
- (ii) the ingestion or inhalation of any noxious substance or any pollutant by any person.
- (iii) any outbreak of legionella.

In respect of (iii) above, any such outbreak will be deemed by the **Insurer** to be sudden, identifiable, unintended and unexpected.

Premises

The premises owned rented leased used or borrowed by the **Insured** for the purpose of the **Business** of the **Insured** and as detailed in the **Schedule**

Property

In respect of Section 2 of this **Policy Property** means property which is both material and tangible

Prosecution Defence Costs

All costs and expenses incurred either

- (a) with written consent of the **Insurer** or
 - (b) awarded against the **Insured** or any directors of the **Insured** or **Employees**
- in connection with a prosecution (including an appeal against conviction resulting from a prosecution) as a result of an alleged offence under any legislation in the **United Kingdom** giving rise to duties in relation to the **Business** provided that
- (i) the circumstances of the alleged offence may be the subject of indemnity under Section 2 of this **Policy**
 - (ii) the prosecution does not result from a deliberate decision act or omission of management

Rent

The money paid or payable to the **Insured** for accommodation provided and related services rendered at the **Premises**

If the **Premises** are untenanted the **Rent** will be deemed to be the money estimated to be paid or payable once the **Premises** would have been let as evidenced by the leases or negotiation or in the absence of such evidence based on money paid or payable in respect of similar property in the same locality as the **Premises**

Such estimation shall be determined by a competent professional valuer acceptable to both the **Insured** and **Insurer**

Residential Property

The flat block of flats apartment block or maisonette or house located at the **Premises**

Schedule

The most current **Schedule** issued to the **Insured** which states the **Period of Insurance** the amount of premium payable and details of the cover provided by this **Policy**

The **Schedule** is part of the **Policy** and must be read in conjunction with it

Tenant

Any company organisation or person who is the owner occupier lessor or lessee of any **Premises** insured under this **Policy** and in respect of residential property any family member or servant permanently living with them

Terrorism

- (a) **Terrorism** in England and Wales and Scotland but not the territorial seas adjacent to thereto (as defined by the Territorial Sea Act 1987) shall mean an act or acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of His Majesty's Government in the **United Kingdom** or any other government de jure or de facto
- (b) **Terrorism** in any territory other than those stated in a) above shall mean an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

In any action suit or other proceedings where the **Insurer** allege that by reason of this definition any **Damage** or **Consequential Loss** cost or expense is not covered by this **Policy** (or is covered only up to a specified limit of liability) the burden of proving that such **Damage** or **Consequential Loss** cost or expense is covered (or is covered beyond that limit of liability) shall be upon the **Insured**

United Kingdom

England Scotland Wales Northern Ireland Isle of Man and the Channel Islands

COVER

For each section shown in the **Schedule** as operative the **Insurer** agrees to provide cover to the **Insured** in accordance with the provisions of this **Policy** during any **Period of Insurance** for which the **Insured** have paid or agreed to pay the **Insurer** has accepted the premium in respect of

SECTION 1 – ASSETS

Section 1A – Material Damage

any of the property insured described in the **Schedule** suffering **Damage** when the **Insurer** will pay for the value of the property at the time of the **Damage** or at the option of the **Insurer** reinstate or replace such property or any part of it

Section 1B – Business Interruption

any **Building** or other property used by the **Insured** at the **Premises** for the purpose of the **Business** suffering **Damage** when the **Insurer** will pay for the amount of the **Gross Rentals**

provided that the most the **Insurer** will pay under each section is the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the **Schedule** at the time of the **Damage**

SECTION 2 – LIABILITIES

Section 2A – Employers' Liability

Personal Injury to any **Employees** of the **Insured** arising out of and in the course of their employment or engagement by the **Insured**

Section 2B – Public Liability

accidental **Personal Injury** to any person and/or accidental loss of or damage to **Property** when the **Insurer** will pay for

(a) all sums which the **Insured** becomes legally liable to pay as damages and which arise in connection with the **Business**

(b) **Costs**

provided that under Sections 2A and 2B – the most the **Insurer** will pay in respect of all claims arising out of one original cause is the limit of indemnity stated in the **Schedule** irrespective of the number of claims or claimants

SECTION 1 – ASSETS

Only operative for the contingencies shown in the *Schedule*

CONTINGENCIES (APPLICABLE TO SECTIONS 1A AND 1B)

1. Fire

Fire but excluding **Damage** or **Consequential Loss** caused by

- (a) explosion resulting from fire
- (b) earthquake or subterranean fire riot or civil commotion
- (c) it's own spontaneous fermentation or heating or
- (d) it undergoing any heating or any process involving the application of heat

Lightning

Explosion of gas or boilers used for domestic purposes only

2. Explosion

Explosion excluding

- (a) in respect of Section 1A
 - (i) **Damage** resulting from the bursting of a boiler or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under control of the **Insured**
 - (ii) **Damage** to or of vessels machinery or apparatus or their contents resulting from their explosion which are required to be examined to comply with any statutory regulations unless there is in force a **Policy** of insurance or other contract providing the required inspection service
 - (iii) **Damage** caused by earthquake subterranean fire pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- (b) in respect of Section 1B loss of **Gross Rentals** resulting from the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the **Premises**) in which internal pressure is due to steam only and belonging to or under control of the **Insured**

3. Aircraft

Aircraft and other aerial devices or articles dropped from them

4. Riot

Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding

- (a) **Damage** or loss of **Gross Rentals**
 - (i) arising from confiscation requisition or destruction by order of the government or any public authority
 - (ii) arising from cessation of work
- (b) loss of **Gross Rentals** arising from deliberate **Damage** erasure distortion or corruption information on records data or software

5. Riot and Malicious Damage

Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding

- (a) **Damage** or loss of **Gross Rentals**
 - (i) arising from confiscation requisition or destruction by order of the government or any public authority
 - (ii) arising from cessation of work
- (b) loss of **Gross Rentals** arising from deliberate **Damage** erasure distortion or corruption of information on records data or software

6. Riot Fire

Damage or loss of **Gross Rentals** caused by fire as a result of riot or civil commotion excluding the results of

- (a) confiscation requisition or destruction by order of the government or any public authority
- (b) cessation of work

7. Earthquake

8. Subterranean Fire

9. Storm

Storm excluding **Damage** or loss of **Gross Rentals**

- (a) caused by **Flood** whether resulting from storm or otherwise
- (b) attributable solely to change in the water table level
- (c) caused by frost subsidence ground heave or landslip
- (d) in respect of movable property in the open fences and gates

10. Storm and Flood

Storm and **Flood** excluding **Damage** or loss of **Gross Rentals**

- (a) attributable solely to change in the water table level
- (b) caused by frost subsidence ground heave or landslip
- (c) in respect of movable property in the open fences and gates

11. Escape of Water or Oil

Escape of water or oil from any tank apparatus pipe heating system or sanitary ware excluding **Damage** or loss of **Gross Rentals** caused by water discharged or leaking from any automatic sprinkler installation

12. Impact Third Party

Impact by any road vehicle or animal not belonging to nor under the control of the **Insured** or any **Employees** of The **Insured**

13. Impact

Impact by any road vehicle

14. Sprinkler Leakage

Sprinkler Leakage except accidental escape of water from any automatic sprinkler installation

- (a) in respect of any **Premises** which
 - (i) is insufficiently equipped for business use
 - (ii) has not been occupied for 30 consecutive days
 - (iii) is not heated to a temperature of at least 40°F at all times
- (b) not caused by explosion earthquake subterranean fire or heat caused by fire

15. Subsidence

Subsidence or ground heave of any part of the site on which the property stands or landslip excluding

- (a)
 - (i) **Damage** to yards car-parks roads pavements walls gates and fences unless also affecting the structure of other parts of the **Buildings** insured by this section
 - (ii) loss of **Gross Rentals** in respect of yards car-parks roads pavements walls gates and fences unless the structure of other parts of the **Buildings** are also damaged thereby
- (b) **Damage** resulting from
 - (i) the normal settlement or bedding down of new structures
 - (ii) the settlement or movement of made-up ground
 - (iii) coastal or river erosion
 - (iv) defective design or workmanship or the use of defective materials
 - (v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (c) **Damage** resulting from destruction or damage which originated prior to the inception of this cover
- (d) **Damage** resulting from
 - (i) demolition construction structural alteration or repair of any property or
 - (ii) groundworks or excavationat the same **Premises**

16. Theft

- (1) Applicable to **Contents of Common Parts** and **Landlord's Contents**
Theft or attempted theft
- (a) involving entry to or exit from **Buildings** by forcible and violent means or
 - (b) following actual or threatened assault or violence on the **Premises**
- but excluding
- (i) **Damage to**
 - (A) amusement gaming vending or change machines or their contents
 - (B) motor vehicles and their accessories
 - (C) livestock
 - (D) clocks curiosities works of art valued at over GBP 500 each and any such property which exceeds a total sum insured of GBP 2,500unless such items are specifically mentioned as insured
 - (ii) **Damage** caused by
 - (A) fire
 - (B) explosion (other than the use of explosives to facilitate theft provided explosion is not otherwise insured)
 - (C) any person or persons obtaining any of the property insured by deception
 - (D) any person or family member lawfully on the **Premises**
 - (E) acts of deception unless deception is used only to gain entry to the **Premises**
- (2) Applicable to **Buildings**
Theft or attempted theft of the **Buildings** including **Damage** to the **Buildings** for which the **Insured** is responsible

17. Accidental Damage

(Not applicable to **Landlord's Contents**)

Damage not resulting from

- (a) **Damage** which is specifically insured or excluded elsewhere in Section 1
- (b)
 - (i) faulty or defective materials or workmanship
 - (ii) inherent vice including nickel sulphide in glass
 - (iii) latent defect gradual deterioration
 - (iv) change in water table level wear and tear or frost
 - (v) corrosion rust change in temperature dampness dryness wet or dry rot shrinkage evaporation loss of weight contamination change in colour flavour texture or finish vermin insects marring or scratching or any other gradually operating cause
 - (vi) acts of fraud or dishonesty by any **Employee**
 - (vii) disappearance unexplained or inventory shortage misfiling or misplacing of information
 - (viii) mechanical or electrical breakdown and/or derangement of machinery or equipmentbut this shall not exclude
 - (A) such **Damage** if resulting from a cause
 - (B) subsequent **Damage** resulting from an ensuing cause which is not otherwise excluded

EXCLUSIONS TO SECTIONS 1A AND 1B

Sections 1A and 1B do not cover

1. The amount of any **Deductible**

2. **Damage** or loss of **Gross Rentals** directly or indirectly resulting from war invasion act of foreign enemy Hostilities or any persons acting on behalf of or part of any de jure de facto government of any nation country or state (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

3. **Damage** or loss of **Gross Rentals** or expense directly or indirectly caused by or contributed to by or arising from

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

4. (a) In respect of Section 1A only **Damage** caused by **Pollution** but this shall not exclude **Damage** to the property insured not otherwise excluded caused by

- (i) **Pollution** which results from an insured contingency
- (ii) an insured contingency which results from **Pollution**

(b) In respect of Section 1B only loss resulting from **Pollution** but this shall not exclude loss resulting from **Damage** to property used at the **Premises** by the **Insured** for the purpose of the **Business** not otherwise excluded caused by

- (i) **Pollution** at the **Premises** which results from an insured contingency
- (ii) an insured contingency which results from **Pollution**

5. **Damage** or loss of **Gross Rentals** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

6. **Damage** or **Consequential Loss** or **Breakdown** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

This **Policy** also excludes loss or destruction of or **Damage** to property or any consequential loss directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **Act of Terrorism**

7. Any;

1

- 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
- 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

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

- 2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
- 3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

- 6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 8 Cyber Incident means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 9 Computer System means:
 - 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

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SECTION 1A – MATERIAL DAMAGE

This section applies only where shown as operative in the *Schedule*

SETTLEMENT OF CLAIMS

Buildings and Contents of Common Parts and Landlord's Contents

1. The **Insurer** will pay for the Reinstatement of the **Damage** subject to the following SPECIAL CONDITIONS

Reinstatement means

- (a) the rebuilding or replacement of property lost or destroyed which provided liability of the **Insurer** is not increased may be carried out
 - (i) in any manner suitable to the requirements of the **Insured**
 - (ii) upon another site

- (b) the repair or restoration of property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new excluding if in the *Schedule* it is stated that the Indemnity Basis of Settlement applies an appropriate deduction for wear and tear

2. The **Insured** has provided the Declared Value (shown in brackets in the *Schedule*) for each of the relevant items and the premium has been calculated accordingly

Declared Value means the assessment of the **Insured** of the cost of Reinstatement of the property insured arrived at in accordance with paragraph 1. (a) at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- (a) the additional cost of Reinstatement to comply with public authority requirements
- (b) professionals' fees
- (c) **Debris Removal** costs

SPECIAL CONDITIONS

(1) At the inception of each **Period of Insurance** the **Insured** must notify the **Insurer** of the Declared Value of the property insured by each item in the absence of such declaration the last amount declared by the **Insured** shall be taken as the Declared Value for the ensuing **Period of Insurance**

(2) If at the time of **Damage** the Declared Value of the property covered by such item is less than the cost of Reinstatement (as defined in paragraph 2. above) at the inception of the **Period of Insurance** then the liability of the **Insurer** for any **Damage** is limited to the proportion of the **Damage** which the Declared Value bears to such cost of reinstatement

The **Insurer** will waive the provisions of **SPECIAL CONDITION** (2) applicable to SETTLEMENT OF CLAIMS under Section 1A – MATERIAL DAMAGE provided that a building valuation service is carried out at the expense of the **Insured** by a qualified RICS member at intervals of not more than 3 years and the Declared Value is adjusted accordingly from the date of such valuation to take into account alterations since prior valuations

SPECIAL CONDITION (1) applicable to SETTLEMENT OF CLAIMS under Section 1A – MATERIAL DAMAGE will continue to apply at each ensuing **Period of Insurance** when annual adjustments of the Declared Value must be made in accordance with the Rebuilding Cost Index

(3) The liability of the **Insurer** for the repair or restoration of property damaged in part only is limited to the amount which would have been payable had such property been wholly destroyed

(4) No payment beyond the amount which would have been payable in the absence of this clause shall be made

- (a) unless Reinstatement commences and proceeds without unreasonable delay
- (b) until the cost of Reinstatement has been incurred
- (c) if the property insured at the time of any **Damage** is insured by any other insurance effected by the **Insured** or on behalf of the **Insured** which is not upon the same basis of Reinstatement

(5) All other provisions of the **Policy** shall apply

- (a) in respect of any claim payable under the provisions of this clause except insofar as they are varied hereby
- (b) where claims are payable as if this clause had not been incorporated except that the maximum payable for any item shall be the sum insured shown in the *Schedule*

EXTENSIONS TO SECTION 1A

1. Automatic Reinstatement

The sum insured will not be reduced by the amount of any claim payable under this section provided that the **Insured** pays an appropriate additional premium if required by the **Insurer** from the date of the **Damage** giving rise to the claim and effect any reasonable additional protections required by the **Insurer** to prevent a further occurrence of **Damage**

2. Composite Insured

Only applicable if the security trustee is named on the **Schedule** as the Composite Insured

The interests of the security trustee is noted in the **Policy** as being a Composite Insured for their own respective rights and interests.

The **Insurer** agrees that the **Policy** will not be avoided to a Composite Insured party for their interest as a result of a vitiating act comprising

- a) any circumstances beyond the control of that insured party
or
- b) any misrepresentation non-disclosure or breach of policy term or condition on the part of any other insured party

Provided that the **Insurer** shall be entitled to claim damages from or exercise their rights of recourse against any of the parties who commit a vitiating act. Furthermore the insured parties do not prevent themselves by waiver or otherwise from exercising any rights or remedies against third parties that they might have otherwise had.

The **Insurer** agrees not to avoid the **Policy** without having given the security trustee 30 days notice requesting payment of the outstanding premium

3. Contracting Purchasers

If the **Insured** has contracted to sell the interest in the **Buildings** the contracting purchaser who completes the purchase shall have the benefit of the insurance by this section up to the date of completion if and insofar as the **Buildings** are not otherwise insured and without prejudice to rights and liabilities of the **Insurer**

4. Contractors' Interest

Where the **Insured** are required to effect insurance on the **Buildings** in the joint names of the contractor and the **Insured** under the terms of a contract condition then the interest of the contractor in the **Buildings** as a joint insured is hereby noted subject to any single contract valued in excess of GBP 100,000 being advised to the **Insurer** and an additional premium being paid by the **Insured** as appropriate

5. Contract Works

Where the **Insured** has entered into a contract or agreement for the extension alteration or refurbishment of **Buildings** insured by this **Policy** the insurance is extended to include **Damage** to **Contract Works** but only to the extent required by the contract provided that :

- (a) The maximum contract value does not exceed GBP 100,000 or as otherwise stated in the **Schedule**
- (b) Cover shall only apply in so far as the **Contract Works** are not otherwise insured
- (c) If the maximum contract value at any one time exceeds GBP 100,000 then the details of the nature of the works contract conditions contract period and contract value must be notified to and accepted by the **Insurer** in writing and the **Insured** must pay such premium as The **Insurer** demands

The **Deductible** applicable to this Extension is GBP 2,500

6. Debris Removal

Unless specifically insured by this section items relating to **Buildings** and **Contents of Common Parts** and **Landlords Contents** extend to include reasonable costs and expenses necessarily incurred by the **Insured** with consent of the **Insurer** in **Debris Removal**

The most the **Insurer** will pay under this clause and this section in respect of any item shall in no case exceed its sum insured

7. Drains Sewers and Gutters

In the event of **Damage** to the drains sewers gutters or common service pipes at the **Premises** of the **Insured** the **Insurer** will pay for the costs and expenses necessarily incurred by the **Insured** for clearing of such blockage provided that the cost for the clearing of such blockage is not otherwise recoverable

The most the **Insurer** will pay following **Damage** including such costs is the sum insured by the relative item in the **Schedule**

8. Fire Extinguishing and Alarm Resetting Expenses

The **Insurer** will pay the reasonable costs incurred by the **Insured** in refilling fire extinguishing appliances replacing used sprinkler heads and resetting fire or intruder alarms solely in consequence of their activation following **Damage**

9. Fire and Rescue Services

In the event of **Damage** to the **Premises** the **Insurer** will pay for reasonable remedial costs incurred following **Damage** to any landscaped areas caused by any emergency services

10. First Loss Payee

Only applicable if the security trustee is named on the **Schedule** as the First Loss Payee

It is agreed by all parties to this contract of insurance that

- a) all monetary claims settlements (including but not limited to part payments and payments on account) which amount individually to more than GBP 100,000 shall be payable to the First Loss Payee(s) as listed below
- b) any claim settlement negotiated with the First Loss Payee(s) shall be binding on all parties and any payment made to the First Loss Payee(s) shall be deemed as being made to all parties entitled to payment under this **Policy**
- c) nothing in this clause shall oblige a monetary settlement to be made by the **Insurer** who shall retain the option to reinstate, replace or repair the property insured as described in this **Policy**
- d) unless agreed otherwise in writing by the **Insurer** in the event that
 - i. any monetary claims settlement to provide funds for the repair or replacement of the property or any part thereof suffering **Damage** is unavailable, insufficient, withheld or delayed by the First Loss Payee(s)
 - ii. reinstatement, replacement or repair of the property insured does not occur in full or is delayed

such circumstances shall automatically release the **Insurer** from any liability to make any payment under this **Policy** and the First Loss Payee(s) agrees/agree to return to the **Insurer** any sums already paid by way of benefit under this **Policy**.

11. Freeholders Lessors and Mortgagees

The interest of the Freeholder or Lessor or Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Leaseholder or Lessee or Mortgagor or occupier of any **Buildings** insured whereby the risk of **Damage** is increased without the authority or knowledge of the Freeholder or Lessor or Mortgagee provided the Freeholder or Lessor or Mortgagee shall immediately on becoming aware thereof give notice in writing to the **Insurer** and on demand pay such reasonable additional premium as required by the **Insurer**

12. Interests

The **Insurer** acknowledges that third parties may be interested in the insurance by this **Policy** and in the event of **Damage** such third parties and the nature of their interest in the **Buildings** damaged are to be declared to the **Insurer**

13. Landscaping

This insurance shall with the consent of the **Insurer** extend to include **Damage** to trees shrubs plants landscaping and recreational features including garden furniture ornaments and statues belonging to the **Insured** or for which the **Insured** are responsible all situate at the **Premises** in the event of **Damage** the **Insurer** shall pay to the **Insured** the cost incurred in restoring any tree shrub plant or item of landscaping to its appearance when first planted but excluding

- (a) the cost of movement of soil other than as necessary for surface preparation
- (b) any cost arising from the failure of trees shrubs plants or turf to become established following replanting
- (c) the failure of seeds to germinate

The most the **Insurer** will pay in respect of any one claim under this extension is GBP 25,000 or 10% of the sum insured by the relevant item whichever is the less

14. Lock Replacement

The **Insurer** will pay the costs incurred as a result of necessary replacement of locks following the loss of keys combinations or access cards in connection with security of the **Premises** by theft from the **Premises** or from the homes of principals directors or authorised **Employees** of the **Insured**. No cover applies for safe or strongroom keys left in the **Premises** overnight. The most the **Insurer** will pay in respect of any one claim under this extension is GBP 1,000

15. Metered Fuel

The **Insurer** will pay the direct additional costs resulting from

- (a) accidental escape of metered water from tanks apparatus and pipes
- (b) unauthorised use of gas or electricity

but only to the extent that such loss is determined by measurement from water gas or electricity meters for which the **Insured** are responsible

16. Non-Invalidation

The interest of the **Insured** in the insurance by this section shall not be prejudiced by any act or neglect of any **Tenant** or occupier of any **Building** whereby the risk of **Damage** is increased without the authority of the **Insured** or knowledge provided the **Insured** shall immediately on becoming aware thereof give notice in writing to the **Insurer** and on demand pay such reasonable additional premium as the **Insurer** may require

17. Obsolete Building Materials

This section extends to include the reasonable additional costs incurred in replacement of damaged materials which at the time of installation or construction were reasonably deemed to be appropriate but require replacement with more suitable modern materials after the **Damage**

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

18. Privity of Contract

Only operative if shown as insured in the **Schedule**

The **Insurer** will provide indemnity to the **Insured** in respect of

Premises in the **United Kingdom**

- (1) against legal liability as former landlord or **Tenant** to any current landlord or **Tenant** to insure repair or reinstate **Damage** to the **Buildings of Premises** which
 - (a) arises from a breach by any current landlord or **Tenant** of its obligations under a lease to insure repair or reinstate **Damage** by any of the causes or covers insured by Section 1A of this **Policy** to any **Premises** previously owned but which no longer belongs to the **Insured** in as much that the **Insured** are also thereby in breach of those obligationsand
 - (b) arises out of any claim which is first made in writing to the **Insured** during any **Period of Insurance** and notified to the **Insurer** during or within 30 days after expiry of the same **Period of Insurance**
- (2) in respect of
 - (a) costs of legal representation at proceedings in any court arising out of any occurrence specified in (1) above which may be the subject of indemnity under this extension
 - (b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under (1) above incurred with written consent of the **Insurer**

Subject to the following provisions

- (i) the cover under this extension shall not apply to legal liability arising out of any occurrence happening before the retroactive date shown in the **Schedule** and the most the **Insurer** will pay for any one claim shall not exceed GBP 5,000,000 in any one **Period of Insurance** irrespective of the number of claims or claimants and inclusive of **Costs**
- (ii) the insurance under this extension will not contribute in respect of any more specific insurance effected by the new owner **Tenant** or sub-tenants
- (iii) The **Insured** has taken all reasonable steps to obtain release from their liabilities as former landlord or **Tenant** of the **Premises** following disposal

19. Professionals' Fees

The sums insured on **Buildings** and **Contents of Common Parts** include amounts for professional fees necessarily and reasonably incurred in the reinstatement of **Damage** (but not such fees for the preparation of claim). The most the **Insurer** will pay for the **Damage** (including such fees) is the sum insured by the relative item stated in the **Schedule**

20. Public Authority Compliance

The **Insurer** will pay such additional cost of Reinstatement incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any European Community legislation or government or local authority requirements in respect of

- (a) the property insured which suffers **Damage**
- (b) undamaged portions thereof excluding
 - (i) the cost incurred in complying with any of the aforesaid legislation or requirements
 - (a) in respect of **Damage** occurring prior to the granting of this extension
 - (b) in respect of **Damage** not insured by this **Policy**
 - (c) under which notice has been served upon The **Insured** prior to the happening of the **Damage**
 - (d) in respect of undamaged property other than undamaged portions of property damaged by any contingency hereby insured against
 - (ii) the additional cost that would have been required to make good the property suffering **Damage** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid legislation or requirements not arisen
 - (iii) the amount of any charges or assessment arising out of the capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid legislation or requirements

Provided that

- (1) The work of Reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **Damage** or within such further time as the **Insurer** may allow (during the said twelve months) and may be carried out upon another site (if the aforesaid legislation or requirements so necessitate) subject to the liability of the **Insured** under this extension not being thereby increased

- (2) If the liability of the **Insurer** under this **Policy** apart from this extension shall be reduced by the application of any of the provisions of this **Policy** then the liability of the **Insurer** under this extension shall be reduced in like proportion
- (3) The total amount recoverable under this **Policy** shall not exceed
 - (i) in respect of undamaged portions of property other than foundations 25% of the total amount for which the **Insurer** would have been liable had the property been wholly destroyed
 - (ii) the sum insured on the property suffering **Damage**
- (4) All provisions of this **Policy** except in so far as they are varied hereby shall apply as if they had been incorporated to this **Policy**

21. Residential Property – Alternative Accommodation or Loss of Rent

Where **Buildings** of a **Residential Property** has suffered **Damage** and it has become uninhabitable or there is denial prevention or hindrance of access within a 1-mile vicinity to such **Residential Property** the **Insurer** will indemnify the **Insured** in respect of

- (a) Reasonable additional costs of similar accommodation incurred by the **Insured** or any **Tenant** and temporary storage of any furniture (including the reasonable costs of accommodation in kennels and/or catteries for residents dogs and/or cats if dogs and/or cats are not permitted in such alternative accommodation) or;
- (b) **Rent** paid or payable to the **Insured** by any **Tenant** for accommodation provided and related services rendered at the **Premises** during the period necessary to restore the **Residential Property** to a habitable condition or to make it accessible

Provided that

- (i) cover for such costs shall only apply to the extent that such costs are not otherwise insured
- (ii) the maximum period during which payment under this Extension will be made shall not exceed 104 weeks from the date of the **Damage** unless agreed otherwise by the **Insurer** in writing
- (iii) The liability of the **Insurer** under this Extension shall not exceed the rateable portion applying to the **Residential Property** or to the parts of the **Residential Property** where **Damage** has occurred shown in the **Schedule**.

For the purpose of this Extension **Residential Property** shall not include Halls of Residence and / or Student Accommodation

The liability of the **Insurer** may exceed the Limit of Liability where such excess is solely in respect of **Rent** or Alternative Accommodation payable under this Extension or cover under the following

For the purpose of this Extension cover extends to include loss as a consequence of

1) Failure of Utilities

Interruption or interference of the supply of electricity or water or gas at the terminal ends or meters or main stopcock of the supplier's feed to the **Premises** except where caused by

- (a) the deliberate act of any supply authority
- (b) any supply authority exercising its right to withdraw or restrict services or supply
- (c) industrial action
- (d) drought
- (e) any failure lasting less than 24 consecutive hours

2) Notifiable Diseases

Subject to the SPECIAL CONDITIONS set out below the **Insurer** will pay for loss arising under Section 1A as a consequence of a loss incurred by the **Insured** resulting from

- (a)
 - (i) any occurrence of a Notifiable Disease at the **Premises** or attributable to food or drink supplied from the **Premises**
 - (ii) any discovery of an organism at the **Premises** likely to result in the occurrence of a Notifiable Disease
- (b) the discovery of pests or vermin at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the Police, Fire Brigade or any other Government or Public Authority
- (c) the closure of the whole or part of the **Premises** by order of the Police, Fire Brigade or any other Government or Public Authority in consequence of defects in the drains or other sanitary arrangements at the **Premises**
- (d) any occurrence of murder or suicide at the **Premises**

SPECIAL CONDITIONS

- (1) The **Insured** takes all reasonable steps to prevent the occurrence of disease or infection and to maintain all drains sanitary arrangements and air conditioning in efficient condition
- (2) The **Insurer** will not be liable under this extension for any costs incurred in the cleaning repair replacement contamination or **Pollution** or checking of **Buildings Contents Landlords Contents** or any other item covered at the Premises under Section 1A Material Damage
- (3) The Maximum Indemnity Period in respect of 1) Failure of Utilities or 2) Notifiable Disease will be three months unless otherwise stated in the Schedule for Extension 21 specifically
- (4) The most the **Insurer** will pay under this Extension in total for all **Premises** covered under this **Policy** in any one **Period of Insurance** shall not exceed 20% of the **Buildings** Limit of Liability in respect of **Residential Property – Alternative Accommodation or Loss of Rent cover** unless stated in **Schedule**
- (5) The most the **Insurer** will pay in respect of 1) Failure of Utilities or 2) Notifiable Disease in this Extension is a limit of GBP 50,000 applicable in any one **Period Of Insurance** unless stated in **Schedule**
Furthermore the most the **Insurer** will pay in consequence of Public Utilities or Notifiable Diseases in this Extension under Section 1A and the Public Utilities or Notifiable Diseases Extensions in Section 1B combined shall not exceed the highest of the two limits (if applicable as stated in the Schedule) &/ or in Special Condition 5 of Section 1A)
- (6) The **Insurer** will not cover any claims under this Extension that occur away from the **Premises**

DEFINITIONS FOR THE PURPOSE OF THIS EXTENSION

- (1) Notifiable Disease means illness sustained by any person resulting from
 - (a) food or drink poisoning or
 - (b) one of the following specified human infectious or human contagious diseases

- | | | |
|------------------------------|-------------------------------|------------------|
| • Acute encephalitis | • Enteric Fever | • Plague |
| • Acute infectious hepatitis | • Food poisoning | • Rabies |
| • Acute Meningitis | • Infectious Bloody Diarrhoea | • Rubella |
| • Acute poliomyelitis | • Legionnaires Disease | • Scarlet Fever |
| • Anthrax | • Leprosy | • Smallpox |
| • Botulism | • Malaria | • Tetanus |
| • Brucellosis | • Measles | • Tuberculosis |
| • Cholera | • Meningitis | • Typhus |
| • Diphtheria | • Meningococcal septicaemia | • Whooping Cough |
| • Dysentery | • Mumps | • Yellow Fever |

an outbreak of which has closed or sealed off the **Premises** in accordance with instructions issued by the Police, Fire Brigade or any other Government or Public Authority

- (2) **Indemnity Period** means the period during which the results of the **Business** are affected in consequence of the occurrence discovery or accident beginning
 - (a) in the case of 21(a) and 21(d) above with the date of the occurrence or discovery
 - (b) in the case of 21(b) and 21(c) above with the date from which the restrictions on the **Premises** are appliedand ending not later than the Maximum **Indemnity Period**

22. Sprinkler Upgrade Costs

The **Insurer** will pay the costs incurred by the **Insured** in upgrading an automatic sprinkler installation in accordance with the current Loss Prevention Council (LPC) Rules solely as required by the Insurer as a result of **Damage** to the **Buildings** provided that at the time of **Damage** the installation conformed to the LPC rules in force at the time of the original installation

23. Subrogation Waiver

In the event of a claim arising under this section the **Insurer** agrees to waive any rights remedies or relief to which the **Insurer** might become entitled by subrogation against

- (a) any company standing in the relation of holding subsidiary or fellow subsidiary to the **Insured** in each case as defined by current legislation
- (b) any **Tenant** provided that
 - (i) the **Damage** did not result from a criminal fraudulent or malicious act of the **Tenant**
 - (ii) the **Tenant** contributes to the cost of insuring the property insured against the event which caused the **Damage**

24. Temporary Removal

This insurance extends to include any landlord's fixtures and fittings or other property within the definition of **Buildings** whilst temporarily at other premises for cleaning renovation or repair or other similar purposes and whilst in transit between the **Buildings** and such temporary locations by road rail or inland waterway all in the **United Kingdom** but only to the extent that the property is not otherwise insured

25. Trace and Access

In the event of **Damage** resulting from Escape of Water at the **Premises** of the **Insured** the **Insurer** will pay for the reasonable costs incurred in locating the source of the **Damage** and making good

26. Value Added Tax

The **Insurer** will pay Value Added Tax paid by the **Insured** solely as a result of Reinstatement of the **Buildings** following **Damage** provided that

- (a) the **Insurer** has paid or agree to pay for such **Damage**
- (b) such Value Added Tax is not otherwise recoverable
- (c) payment made by the **Insurer** in respect of Reinstatement of such **Damage** is less than the actual cost of Reinstatement any payment under this extension will be reduced in like proportion
- (d) The liability of the **Insured** for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the **Buildings** which sustained **Damage**
- (e) where an option of Reinstatement on another site is taken the liability of the **Insurer** under this extension will not exceed the amount of tax that would have been payable had the **Buildings** been rebuilt on its original site
- (f) The liability of the **Insurer** under this extension will not include amounts payable by the **Insured** as penalties or interest for non-payment or late payment of tax
- (g) The **Insured** has taken all reasonable precautions to insure adequately for Value Added Tax liability at inception of this **Policy** and at inception of each subsequent **Period of Insurance**
- (h) solely for the purposes of this extension
 - (i) Condition 1. Average (underinsurance) rebuilding costs will be exclusive of Value Added Tax
 - (ii) Liability of the **Insurer** may exceed the sum insured where such excess amount is solely in respect of Value Added Tax

27. Workmen

Workmen are allowed to work in the **Buildings** for the purpose of effecting any repairs and/or minor additions and alterations and/or decorations without prejudice to this insurance provided that the **Insured** continues to take all reasonable care for the safety and protection of property insured and that no change or alteration shall be made to any alarm system or other protective device without consent of the **Insurer**

CONDITIONS TO SECTION 1A

1. Buildings awaiting Demolition

If at the time of **Damage** it is the intention of the **Insured** to demolish the **Buildings** the liability of the **Insurer** shall be limited to the additional costs of **Debris Removal** solely incurred as a result of such **Damage**

2. Fire Protection

- (a) All fire protection equipment on the **Premises** of the **Insured** must be
 - (i) installed in accordance with manufacturers' specifications
 - (ii) in full and efficient working order at all times and serviced under an approved maintenance contract
- (b) The **Insured** must inform the **Insurer** immediately if
 - (i) The **Insured** discontinues using any fire alarm or automatic sprinkler installation
 - (ii) water supplies used for sprinklers are turned off
 - (iii) there are alterations to any sprinkler installation on the **Insured Buildings** which may affect the installation

Breach of this condition will only invalidate claims in respect of **Damage** by fire to property insured at the **Premises** at which the breach of condition has occurred

3. Security Requirements

- (a) Any intruder alarm system required by the **Insurer** must be
 - (i) installed in accordance with the manufacturer's schedule agreed by the **Insurer**
 - (ii) in full and efficient working order at all times and serviced under an approved maintenance contract
 - (iii) tested and set whenever the alarmed portion of the **Premises** is closed for **Business** or not attended by the **Insured** or any person authorised by the **Insured** to be responsible for the security of the **Premises**
- (b) All keys including duplicate keys relative to the security of the **Premises** must be removed from the secured **Premises** when they are closed for **Business** or left unattended
- (c) The **Insured** must advise the **Insurer** immediately of any notice from the police or a security organisation that intruder alarm system signals will be disregarded where the system is required by the **Insurer**

Breach of this condition will only invalidate claims in respect of theft or attempted theft of property whilst contained in the **Premises** at which the breach of condition has occurred

4. Unoccupied Premises

Notice must be given to the **Insurer** when any **Premises** become unoccupied or when unoccupied **Premises** or a portion thereof is again occupied and a suitable additional premium paid if required

SECTION 1B – BUSINESS INTERRUPTION

This Section applies only where shown as operative in the *Schedule*

SETTLEMENT OF CLAIMS

In the event of **Damage** to the **Premises** or adjacent property or land no more than 1 mile from the **Premises** of the **Insured** (but excluding **Damage** to property of any supply undertaking which supplies electricity gas water or telecommunications services to the **Premises** of the **Insured**) and

- (i) the **Premises** being made uninhabitable
- (ii) the **Insured** or their **Tenants** being prevented from using or accessing the **Premises** as a result of such **Damage** during the period
 - necessary to restore the **Premises** to a habitable condition
 - which the **Insured** or **Tenants** of the **Insured** are unable to gain access

The most the **Insurer** will pay in respect of the above for any one claim is limited to GBP 10,000,000

The **Insurer** will pay for

- (a) **Reduction in Gross Rentals**
the amount of the reduction in the **Rent** received or receivable by the **Insured** during the **Indemnity Period** solely as a consequence of the **Damage**
LESS any sum saved during the **Indemnity Period** in respect of the charges and expenses of the **Business** as may cease or be reduced in consequence of the **Damage**
- (b) **Increased Landlord's Costs**
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident** but not exceeding the reduction in **Gross Rentals** avoided by such expenditure
- (c) **Reletting Costs**
the costs necessarily and reasonably incurred during the **Indemnity Period** in reletting the **Premises** (including legal fees in connection with the reletting but excluding any legal fees or other charges associated with reletting which are payable by the new **Tenant**) solely in consequence of the **Damage**

SPECIAL CONDITIONS

Maximum Payable

Where under the terms of lease **Rent** is subject to a review during the **Period of Insurance** or during the **Indemnity Period** the **Insurer** will pay for loss of **Gross Rentals** at the rate earned as a result of the review

The most the **Insurer** will pay in respect of any one claim is 200% of the **Gross Rentals** for each lease or rental agreement declared to The **Insurer**

Material Damage Proviso

This insurance shall not apply to **Rent** unless at the time of the **Damage** there is in force an insurance covering the interest of the **Insured** in the **Buildings** where the **Damage** has occurred and payment shall have been made or liability admitted under such insurance or payment would have been made or liability would have been admitted but for the operation of a proviso excluding liability for losses below a specified amount or deductible except that this clause shall not apply to **Rent** where another party (not being the **Insured**) is responsible for insuring the **Buildings**

EXTENSIONS TO SECTION 1B

1. Accountants

The **Insurer** will pay for the reasonable charges payable by the **Insured** to professional accountants for producing details or evidence as may be required by the **Insurer**

2. Automatic Reinstatement

The sum insured will not be reduced by the amount of any claim payable under this section provided that the **Insured** pay if required by the **Insurer** appropriate additional premium from the date of the **Incident** giving rise to the claim

3. Contracting Purchasers

If the **Insured** has contracted to sell their interest in the **Buildings** and **Damage** occurs for which a valid claim is accepted by the **Insurer** under Section 1A of this **Policy** and the sale is cancelled or delayed solely due to the occurrence of such **Damage** the **Insurer** will pay

- (a) the reduction in **Rent** receivable by the **Insured** during the period before the date on which completion of the sale of the insured **Buildings** would have taken place but for the occurrence of **Damage**
- (b) the interest incurred on capital borrowed solely to offset the use of the sale proceeds for the purpose of financing the business
- (c) the investment interest lost by the **Insured** on any balance of the sale proceeds after deduction of any capital borrowed as provided under (b)

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

- (d) necessary additional expenditure by the **Insured** reasonably incurred due to the occurrence of **Damage** solely to avoid or minimise the loss for which the **Insured** can be indemnified under (a) but not exceeding the amount of such loss avoided by such additional expenditure

provided that

- (1) a valid claim has been accepted by the **Insurer** under Section 1A of this **Policy**
- (2) the most the **Insurer** will pay in respect of this additional cover is 20% of the sum insured in the **Schedule**

4. Failure of Utilities

The **Insurer** will indemnify the **Insured** in respect of loss of **Gross Rentals** caused by the interruption or interference of the supply of electricity or water or gas at the terminal ends or meters or main stopcock of the supplier's feed to the **Premises**

except where caused by

- (a) the deliberate act of any supply authority
- (b) any supply authority exercising its right to withdraw or restrict services or supply
- (c) industrial action
- (d) drought
- (e) any failure lasting less than 24 consecutive hours

The most the **Insurer** will pay under this extension is the amount stated in the **Schedule**

5. Legionellosis

The insurance by each item on **Rent** is extended to include loss of **Gross Rentals** arising from any outbreak of **Legionellosis** at the **Premises** causing restrictions on the use thereof on the order or advice of the Police, Fire Brigade or any Government or Public Authority

Provided that

- (a) for the purposes of this clause **Premises** shall mean **Premises** which are directly affected by the **Damage**
- (b) The **Insurer** shall not be liable under this clause for any costs incurred in cleaning repair replacement or inspection of property except those costs not exceeding GBP 25,000 incurred with the consent of the **Insurer** in cleaning and decontamination of the air-conditioning or water supply equipment at the **Premises** the use of which has been restricted on the order or advice of a competent public authority
- (c) the most the **Insurer** will pay in respect of any one loss under this extension shall not exceed the amount stated in the **Schedule**

6. Loss of Interest

Following cancellation or delay of a sale of the **Premises** insured solely as a result of **Damage** to **Buildings** in which the **Insured** has contracted to sell their financial interest the **Insurer** will pay the investment interest incurred on capital borrowed solely to offset in whole or part the loss of use of the sale proceeds or the investment interest lost on sale proceeds less any **Rent** received

Provided that any investment interest incurred or lost shall not exceed the published and certified rates of the principal bankers of the **Insured** that would otherwise have applied at the time of **Damage**

The liability of the **Insurer** under this extension shall commence on the date of the proposed sale and shall end on the actual sale or expiry of the **Indemnity Period** whichever is earlier

7. Managing Agent's Premises

Rent receivable by the **Insured** which has not been paid to the **Insurer** due to interruption of or interference with the business of any managing agent engaged by the **Insured** or on their behalf to collect **Rent** for the insured **Premises** in consequence of **Damage** to the premises used for the business of the managing agent or adjacent property or land provided that

- (a) The managing agent's premises is within the **United Kingdom**
- (b) such loss of **Rent** is not covered by any other insurance
- (c) The **Insured** takes all reasonable steps to recover **Rent** which is receivable by them
- (d) The **Insured** repays to the **Insurer** all sums paid under this additional cover which the **Insured** later recovers
- (e) the most the **Insurer** will pay under this additional cover is 20% of the sum insured in the **Schedule**
- (f) the **Insurer** will not be liable for any sum falling due for payment after the last day of the Maximum **Indemnity Period** stated in the **Schedule**
- (g) the **Insurer** will not be liable for **Rent** which has remained outstanding for more than 120 days after its due date

8. Notifiable Diseases

Subject to the SPECIAL CONDITIONS set out below the **Insurer** will pay for loss arising under Section 1B as a consequence of a loss incurred by the **Insured** resulting from

- (a)
 - (i) any occurrence of a Notifiable Disease at the **Premises** or attributable to food or drink supplied from the **Premises**
 - (ii) any discovery of an organism at the **Premises** likely to result in the occurrence of a Notifiable Disease
- (b) the discovery of pests or vermin at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the Police, Fire Brigade or any other Government or Public Authority
- (c) the closure of the whole or part of the **Premises** by order of the Police, Fire Brigade or any other Government or Public Authority in consequence of defects in the drains or other sanitary arrangements at the **Premises**
- (d) any occurrence of murder or suicide at the **Premises**

SPECIAL CONDITIONS

- (1) The **Insured** takes all reasonable steps to prevent the occurrence of disease or infection and to maintain all drains sanitary arrangements and air conditioning in efficient condition
- (2) The **Insurer** will not be liable under this extension for any costs incurred in the cleaning repair replacement contamination or **Pollution** or checking of **Buildings Contents Landlords Contents** or any other item covered at the **Premises** under Section 1A Material Damage
- (3) the Maximum **Indemnity Period** in respect of this Extension will be three months unless otherwise stated in the **Schedule** for Extension 8 specifically
- (4) the most the **Insurer** will pay under this Extension in total for all **Premises** covered by this **Policy** shall not exceed the amount stated in the **Schedule** in any one **Period of Insurance**
- (5) The **Insurer** will not cover any claims under this Extension that occur away from the **Premises**

DEFINITIONS FOR THE PURPOSE OF THIS EXTENSION

- (1) Notifiable Disease means illness sustained by any person resulting from
- (a) food or drink poisoning or
 - (b) one of the following specified human infectious or human contagious diseases

- | | | |
|------------------------------|-------------------------------|------------------|
| • Acute encephalitis | • Enteric Fever | • Plague |
| • Acute infectious hepatitis | • Food poisoning | • Rabies |
| • Acute Meningitis | • Infectious Bloody Diarrhoea | • Rubella |
| • Acute poliomyelitis | • Legionnaires Disease | • Scarlet Fever |
| • Anthrax | • Leprosy | • Smallpox |
| • Botulism | • Malaria | • Tetanus |
| • Brucellosis | • Measles | • Tuberculosis |
| • Cholera | • Meningitis | • Typhus |
| • Diphtheria | • Meningococcal septicaemia | • Whooping Cough |
| • Dysentery | • Mumps | • Yellow Fever |

an outbreak of closed or sealed off the **Premises** in accordance with instructions issued by the Police, Fire Brigade or any other Government or Public Authority

- (2) **Indemnity Period** means the period during which the results of the **Business** are affected in consequence of the occurrence discovery or accident beginning
- (a) in the case of 8(a) and 8(d) above with the date of the occurrence or discovery
 - (b) in the case of 8(b) and 8(c) above with the date from which the restrictions on the **Premises** are applied
- and ending not later than the Maximum **Indemnity Period**

9. Payments on Account

Payments on account of valid claims may be made at the discretion of the **Insurer** upon request of the **Insured**

10. Subrogation Waiver

In the event of a claim arising under this section the **Insurer** agrees to waive any rights remedies or relief to which the **Insurer** might become entitled by subrogation against any company standing in the relation of holding subsidiary or fellow subsidiary to the **Insured** in each case as defined by current legislation

EXTENSIONS TO SECTIONS 1A AND 1B

1. Capital Additions

This insurance extends to include

- (a) any newly acquired **Buildings** in the **United Kingdom** insofar as the same are not otherwise insured
- (b) alterations additions and improvements to **Buildings** but not in respect of any appreciation in value
- (c) **Rent** in respect of newly acquired or newly erected **Buildings** and alterations additions and improvements to the **Buildings** insured by Section 1A insofar as such **Rent** is not otherwise insured

during the current **Period of Insurance** at any of the **Premises** insured

Provided that

- (i) at any one **Premises** this cover will not exceed 20% of the **Buildings** sum insured under Section 1A or GBP 2,000,000 whichever is the less or as otherwise stated in the **Schedule**
- (ii) at any one **Premises** this cover will not exceed 20% of the **Rent** sum insured under Section 1B or GBP 500,000 per annum whichever is the less or as otherwise stated in the **Schedule**
- (iii) The **Insured** undertakes to give particulars of such extension of cover as soon as practicable and to effect specific insurance retrospective to the date of the commencement of the liability of the **Insurer**
- (iv) the provisions of this extension will be fully maintained despite any specific insurance effected under (iii) above

2. Failure of Other Insurances

This extension applies only where shown as operative in the **Schedule**

This insurance extends to include **Buildings** and **Gross Rentals** (up to a Maximum **Indemnity Period** of thirty-six months) in which the **Insured** has an insurable interest and for which a third party has taken responsibility for insuring

This extension only operates in the event of failure of the third party's insurance whether in whole or in part to pay for repairs or reinstatement or to provide an indemnity and only in respect of claims arising directly from a Contingency insured by this **Policy** and in accordance with the terms conditions and exceptions of this **Policy**

The limit of liability of the **Insurer** in respect of the **Buildings** and its **Gross Rentals** will not in the aggregate exceed the limit shown in the **Schedule**

3. Inadvertent Omission to Insure

This extension applies only where shown as operative in the **Schedule**

In the event of the **Insured** inadvertently omitting to notify the **Insurer** of any newly acquired or erected **Buildings** in the **United Kingdom** this insurance extends to automatically hold such **Buildings** and its **Gross Rentals** covered

Provided that

- (i) such cover will commence from the inception of the interest of the **Insured** in the **Buildings** or the date previous insurance lapsed whichever is the latter
- (ii) at any one **Premises** the liability of the **Insurer** in respect of **Buildings** and **Gross Rentals** will not exceed the limit shown in the **Schedule**
- (iii) The **Insured** will annually undertake and complete a thorough review of their **Buildings** portfolio and if any such omission to insure is discovered the **Insured** shall immediately advise the **Insurer** and pay the additional premium required from inception of this cover
- (iv) the **Insured** does not have any other forms of insurance in place which could be deemed to also cover such omissions

TERRORISM EXTENSION TO SECTIONS 1A AND 1B

This extension applies only where shown as operative in the *Schedule*

Despite Exclusions 3 4 6 and 7 of Section 1A and 1B in respect of the *Period of Insurance* stated in the *Schedule* this insurance shall extend to include *Damage* and *Consequential Loss* resulting from an act of *Terrorism* insofar as and to the extent that the property is insured in England Wales or Scotland (but not adjacent territorial seas as defined by the Territorial Sea Act 1987) subject to all the terms conditions and limitations of the *Policy* except as varied below

EXCLUSIONS

The *Insurer* will not pay

- (1) for *Residential Property* insured by a *Private Individual*
- (2) for war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- (3) in respect of any *Nuclear Installation* or *Nuclear Reactor* and all fixtures and fittings situated and attached to the *Nuclear Installation* or *Nuclear Reactor* 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*
- (4) any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss caused by or contributed to by or arising from *Damage* to any computer or other equipment or component or system or item which processes stores transmits or receives *Electronic Data* and whether the property of the *Insured* or not where such *Damage* is caused by *Computer Virus* or *Phishing* or *Hacking* or *Denial of Service Attack*

However, other than *Money*, *Goods In Transit* or loss of *Electronic Data* the *Insurer* will cover *Damage* occurring during the *Period of Insurance* to *Buildings Contents of Common Parts Landlord's Contents* and electronic equipment insured by this Extension directly caused by *Defined Perils* if such *Damage* results from any of the matters described above but the *Insurer* will not cover any concurrent or subsequent *Damage*

Furthermore where cover is provided under *Section 1A – Business Interruption* and as a result of an *Act of Terrorism* the *Insurer* will cover the amount suffered directly by the *Insured* by way of loss of or reduction in *Gross Rentals*, *Alternative Accommodation* or increased cost of working as a direct result of

- (a) *Damage* to *Buildings Contents of Common Parts Landlord's Contents* and electrical equipment
- (b) Denial prevention or hindrance of access to or use of the *Premises* by reason of an *Act of Terrorism* causing *Damage* to other property within one mile of the *Premises* and the *Insured* are prevented from accessing at the *Premises* of the *Insured*

The *Insurer* will not cover any *Damage* proximately caused by any acts 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

SPECIAL CONDITIONS

- (1) In any action suit or other proceedings where the *Insurer* alleges that any damage or loss resulting from *Damage* is not covered by this *Policy* the burden of proving that such *Damage* or loss is covered will be upon the *Insured*
- (2) Any terms in the *Policy* which provide for adjustments of premium based upon declarations on expiry or during the *Period of Insurance* do not apply to this Terrorism Extension
- (3) Any provision for the automatic reinstatement of Sums Insured in this *Policy* shall not apply to this Extension

DEFINITIONS APPLICABLE TO THIS TERRORISM EXTENSION

Act of Terrorism

Any acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's government in the United Kingdom or any other government de jure or de facto and which happens per any one **Event**

Defined Perils (Cyber Terrorism)

Fire, Explosion, Flood, Escape of Water from any tank, apparatus or pipe (including any sprinkler system),
Impact of Aircraft or any aerial devices or articles dropped from them
Impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle,
Destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System

Event

all individual losses arising in respect of a continuous period of seventy two (72) hours of which the proximate cause is the same **Act of Terrorism**, and the **Insurer** may choose the date and time when any such period of 72 hours shall commence provided that no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual loss to the **Insured** as a result of the **Act of Terrorism** in question; and an **Event** shall be taken to arise in the **Period of Insurance** in which such 72 hour period commences, even if that it may extend beyond the time limit of the expiry of the contract of direct insurance concerned.

Nuclear Installation

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

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

Nuclear Reactor

Any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adopted 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

Private Individual

Any person other than

- (a) a sole trader
- (b) a trustee, executor or beneficiary of a trust or will provided such person does not occupy the **Residential Property** as a private residence

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

Residential Property

- (a) houses and blocks of flats and other dwellings
- (b) household goods and personal effects of every description

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SECTION 2 – LIABILITIES

This section covers the liability of the **Insured** to others for loss damage or injury as specified in each sub-section

EXCLUSIONS

This section will not indemnify the **Insured**

1. against any liability which is assumed by the **Insured** by agreement unless such liability would have attached in the absence of such agreement
2. against any liability or expense directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

However so far as **Personal Injury** to any **Employee** which arises out of and in the course of their employment or engagement to the **Insured** this exception shall only apply in respect of

- (i) liability of any Principal
 - (ii) liability assumed by the **Insured** by agreement which would not have attached in the absence of such agreement
3. against liability for
 - (a) punitive exemplary aggravated or restitutionary damages
 - (b) multiple damages but this exception shall not apply in respect of the original award of damages made prior to the application of the multiplier
 - (c) any fine or penalty
4. against liability for loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
 - (b) any **Act of Terrorism**

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

This section also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above

If the **Insurer** alleges that by reason of this Exclusion any loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**

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

However in respect of Section 2A only this Exclusion shall not operate in any circumstance where compulsory insurance is required to be effected by the **Insured** but the limit of indemnity shall be reduced to the minimum amount required by law

5. in respect of liability arising out of or in connection with;
- (a) the sale, storage, supply or provision of any **Computer Equipment** or **Electronic Data**
 - (b) any unauthorised, malicious or criminal interference involving access to, processing of, use or operation of any **Computer Equipment** or **Electronic Data**.

However, this exclusion shall not apply to;

- i) liability arising out of or in connection with;
 - a. **Personal Injury** to any person
 - b. accidental damage to tangible property

caused by physical contact with any **Computer Equipment**.

- ii) any circumstance where compulsory insurance of liability to any **Employee(s)** is required by statute but the Limit of Indemnity shall be reduced to the minimum amount as required by law.

Definitions applicable to this exclusion;

Computer Equipment means all parts of the electronic data processing installation including tapes cards disks and any other data carrying media air conditioning temperature and environmental control equipment power supply and voltage regulating control equipment and interconnecting wiring belonging to the **Insured**

Electronic Data means Data of any sort whatsoever including without limitation 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

EXTENSIONS TO SECTION 2 – LIABILITIES

1. Contractual Liability and Indemnity to Principal

The **Insurer** will cover the liability of the **Insured** for **Personal Injury** or loss of or damage to **Property** if any contract or agreement entered into by with any Principal by the **Insured** so requires

The **Insurer** will cover liability assumed by the Principal and the Insured in the same manner in respect of the liability of the Principal where liability arises out of the performance by the **Insured** of such contract or agreement

Provided that

- (a) the conduct and control of claims is vested in the **Insurer**
- (b) the Principal shall observe fulfil and be subject to the terms of this section so far as they can apply
- (c) the indemnity shall not apply in respect of liquidated damages or under any penalty clause
- (d) the indemnity granted under Section 2A shall only apply in respect of liability to any person who is an **Employee**
- (e) where indemnity is granted to any Principal the **Insurer** will treat each Principal and the **Insured** as though a separate **Policy** had been issued to each of them
- (g) nothing in this extension shall increase the liability of the **Insurer** to pay any amount in excess of the limit of indemnity under any sub-section

For the purpose of this extension Principal means the other party to a contract or agreement for which the **Insured** are undertaking work or services or providing **Goods** where such party is responsible for setting out the terms of the contract or agreement

2. Cross Liabilities

If the name of the **Insured** in the **Schedule** comprises more than one party the **Insurer** will treat each party as though a separate **Policy** had been issued to each of them

However nothing in this extension shall increase the liability of the **Insurer** to pay any amount in excess of the limit of indemnity under any sub-section

SECTION 2A – EMPLOYERS’ LIABILITY

This section applies only where shown as operative in the *Schedule*

EXCLUSIONS

This section will not indemnify the *Insured*

1. in respect of *Personal Injury* to an *Employee* if at the relevant time the *Employee* is
 - (a) travelling as a passenger in or on a motor vehicle
 - (b) entering getting onto or alighting from a vehiclein circumstances where compulsory insurance or security in respect of the vehicle is required by relevant road traffic legislation (or would be required but for specific statutory exception applicable to the *Insured*) and such *Employee* is not acting in the capacity of the driver of the vehicle
2. against liability arising *Offshore*

SETTLEMENT OF CLAIMS

If *Personal Injury* happens during the *Period of Insurance* to any of the *Employees* of the *Insured* arising out of and in the course of their employment or engagement by the *Insured*

- (a) in the *United Kingdom* or
- (b) whilst temporarily outside the *United Kingdom* provided that the *Employee* is ordinarily resident in the *United Kingdom*

The *Insurer* will pay for

- (i) all sums which the *Insured* becomes legally liable to pay as damages and which arise in connection with the *Business*
- (ii) *Costs*

SPECIAL CONDITIONS

- (1) Maximum Payable
The most the *Insurer* will pay in respect of all claims arising out of one original cause is the limit of indemnity stated in the *Schedule* irrespective of the number of claims or claimants and inclusive of *Costs*
- (2) Rights of Recovery
The indemnity provided under Section 2A is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to employees in the *United Kingdom* may require but the *Insured* will repay to the *Insurer* all sums paid by the *Insurer* which the *Insured* would not have been liable to pay but for the provisions of such law

EXTENSIONS

1. Unsatisfied Courts Judgement

In the event of a judgement for damages

- (a) being obtained in the first instance under the jurisdiction of a court in the *United Kingdom*
- (b) by any *Employee* or the personal representatives of any *Employee*
- (c) in respect of *Personal Injury* arising out of and in the course of the *Employee’s* employment or engagement by the *Insured*

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

Provided that

- (i) there is no appeal outstanding
- (ii) the judgement relates to *Personal Injury* which would otherwise be insured by Section 2A
- (iii) any payment made by the *Insurer* shall only be in respect of liability for which the *Insured* would have been entitled to indemnity under Section 2A if the judgement had been made against the *Insured*
- (iv) The *Insurer* will be entitled to take over and prosecute for the benefit of the *Insurer* any claim against any other party and the *Employee* or the *Insured* or the personal representatives of the *Employee* shall give all information and assistance required

SECTION 2B – PUBLIC LIABILITY

This Section applies only where shown as operative in the *Schedule*

EXCLUSIONS

This section will not indemnify the *Insured* against liability

1. for loss of or damage to *Property* belonging to the *Insured* or in their custody or control other than
 - (a) *Property* belonging to an *Employee* or to a visitor
 - (b) any *Premises* including contents (not being *Premises* leased to the *Insured*) which are temporarily occupied by the *Insured* for the purpose of carrying out work in or to such *Premises*

2. arising from the ownership possession or use of
 - (a) any mechanically propelled vehicle under the control of the *Insured* or any *Employee* of the *Insured*
However this part of this exception shall not apply in respect of *Personal Injury* or loss of or damage to *Property* arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by relevant road traffic legislation and the *Insured* are not entitled to indemnity under any other insurance or indemnity
 - (b) any aircraft or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)

3. caused by any *Goods* after they have ceased to be in the custody or control of the *Insured* other than food or drink for consumption on the *Premises*

4.
 - (a) in respect of *Personal Injury* to any *Employee* which arises out of and in the course of their employment or engagement by the *Insured*
 - (b) in respect of loss of or damage to *Goods*
 - (c) for any costs or expenses incurred in repairing replacing recalling or making any refund in respect of *Goods*
 - (d) in respect of *Pollution*

5. caused by or arising from
 - (a) advice design or specification or schedule given for a fee
 - (b) professional services rendered by the *Insured* or on their behalf

SETTLEMENT OF CLAIMS

In the event of accidental *Personal Injury* happening during the *Period of Insurance* to any person and/or accidental loss of or damage to *Property*

- (a) in the *United Kingdom* and offshore installations within the continental shelf around the *United Kingdom*
- (b) elsewhere in Europe but only in connection with the *Business* carried on by the *Insured* at or from any premises situated in the *United Kingdom*
- (c) elsewhere in the world other than the United States of America or Canada arising out of business visits by directors or non-manual *Employees* ordinarily resident in the *United Kingdom*

The *Insurer* will pay for

- (i) all sums which the *Insured* becomes legally liable to pay as damages and which arise in connection with the *Business*
- (ii) *Costs*

SPECIAL CONDITIONS

- (1) Maximum Payable
The most the *Insurer* will pay in respect of all claims arising out of one original cause is the limit of indemnity stated in the *Schedule* irrespective of the number of claims or claimants and inclusive of *Costs*

SECTION 2B – PUBLIC LIABILITY

EXTENSIONS

1. Car Parks

The **Insurer** will indemnify the **Insured** in respect of legal liability for loss of or damage to any motor vehicle its contents or accessories whilst such vehicle is in or on any car park owned or operated by the **Insured** in the course of the **Business**

Provided that

- (a) such motor vehicle its contents or accessories are neither owned hired nor borrowed by or on behalf of the **Insured**
- (b) the indemnity granted shall not apply to the first GBP 100 of damages costs or expenses for loss of or damage to any one motor vehicle its contents or accessories and the **Insured** will be responsible for such amount and reimburse the **Insurer** for sums which they shall pay in respect thereof
- (c) the most the **Insurer** will pay for all sums payable by the **Insured** is GBP 50,000 in respect of any one motor vehicle its contents or accessories

2. Cloakrooms

The **Insurer** will indemnify the **Insured** in respect of legal liability for loss of or damage to **Property** deposited in any cloakroom owned or operated by the **Insured** in the course of the **Business**

Provided that

- (a) such **Property** is neither owned hired nor borrowed by the **Insured** or on behalf of the **Insured**
- (b) the most the **Insurer** will pay for all sums payable by the **Insured** is GBP 1,000 in respect of any one article

3. Costs in Addition

This extension applies only where shown as operative in the **Schedule**

- (a) The limit of indemnity is extended to cover **Costs** in addition to the maximum payable under this section
- (b) This extension does not apply to any liability or **Costs** arising from or in relation to the United States of America or Canada. The limit of indemnity in relation to any such claims remains as set out in the **Schedule** which is the maximum payable inclusive of all **Costs**
- (c) Where the **Insurer** exercise discretion to pay to the **Insured** or a party on their behalf the limit of indemnity or lesser sum in settlement of a claim the **Insurer** will pay **Costs** in addition

However where liability of the **Insured** (prior to accounting for any **Costs**) exceeds the limit of indemnity the liability of the **Insurer** for **Costs** is limited to a proportion of the total **Costs**. The proportion shall be that which the limit of indemnity as stated in the **Schedule** bears to the total liability of the **Insurer** (prior to accounting for any **Costs**) for such claim

4. Defective Premises

The **Insurer** will indemnify the **Insured** against legal liability in respect of **Personal Injury** or loss of or damage to **Property** arising in respect of any premises disposed of by the **Insured**

However this indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing replacing or making any refund in respect of any such premises

5. Financial Loss

This extension applies only where shown as operative in the **Schedule**

The **Insurer** will indemnify the **Insured** in respect of accidental financial loss (not occasioned by loss of or damage to **Property**)

However the indemnity granted shall not apply in respect of

- (a) whichever is the greater of the **Deductible** shown in the **Schedule** or 10% of each claim. This amount shall be retained by the **Insured** as their own liability and uninsured and the **Insured** will reimburse the **Insurer** for all sums which the **Insurer** pays in respect thereof
- (b) any liability which is assumed by the **Insured** by agreement unless such liability would have attached in the absence of such agreement
- (c) any liability arising from a breach of professional duty
- (d) passing off or infringement of patent copyright design trademark or trade name
- (e) any liability caused by or arising from or in connection with defamation or wrongful arrest
- (f) any liability for a breach of obligation owed by the **Insured** as an employer to an **Employee**

6. Leased Premises

The **Insurer** will indemnify the **Insured** against legal liability for loss of or damage to premises or fixtures or fittings thereof which are leased by the **Insured**

However this indemnity shall not apply in respect of liability for

- (a) loss or damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such agreement
- (b) the first GBP 250 of such loss or damage caused otherwise than by fire or explosion

7. Non-Owned Vehicles used in the Business

The **Insurer** will indemnify the **Insured** in respect of legal liability for **Personal Injury** and loss of or damage to **Property** arising out of the use of any motor vehicle which is neither the property of nor provided by the **Insured** being used in connection with the **Business**

However this indemnity shall not apply in respect of

- (a) loss of or damage to any such vehicle
- (b) **Personal Injury** or loss of or damage to **Property** while such vehicle is being driven
 - (i) by the **Insured** or
 - (ii) with the general consent of the **Insured** or their representative by any person who to the knowledge of the representative of the **Insured** does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (c) liability arising from circumstances in which it is compulsory for the **Insured** to insure or provide security in respect of such vehicle as a requirement of relevant road traffic legislation
- (d) a vehicle being used outside the **United Kingdom**

8. North American Public Liability

The **Insurer** will indemnify the **Insured** against legal liability in respect of **Personal Injury** or loss of or damage to **Property** happening anywhere within the United States of America or Canada arising out of **Business** visits by directors or non-manual **Employees**

Provided that

- (a) such directors and non-manual **Employees** are ordinarily resident in the **United Kingdom**
- (b) The **Insurer** will not indemnify the **Insured** against liability in respect of **Pollution**

9. Obstruction and Loss of Amenities etc

The **Insurer** will indemnify the **Insured** against legal liability in respect of accidental obstruction loss of amenities trespass nuisance or interference with any right of way light air or water

10. Sudden and Unintended Pollution

Despite the provisions of Exclusion 4.(d) of Section 2B will indemnify the **Insured** under this section against legal liability in respect of either **Personal Injury** or loss of or damage to **Property** caused solely by **Pollution** which results from a sudden identifiable unintended and unexpected incident where such incident takes place in its entirety at a specific and identified time and place during the **Period of Insurance**

Provided that

- (a) all **Pollution** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
- (b) The **Insurer** will not indemnify the **Insured** under this extension against any liability in respect of **Pollution** happening anywhere in the United States of America or Canada
- (c) nothing in this extension shall increase the liability of the **Insured** to pay any amount in excess of the limit of indemnity
- (d) the most the **Insurer** will pay in respect of any one **Period of Insurance** is the limit of indemnity stated in the **Schedule** inclusive of **Costs**

GENERAL POLICY CONDITIONS

1. Administrative Conditions

- (a) Conditions 3,4,5 and 9. do not limit the right of the **Insured** to claim indemnity under Section 2A of this **Policy** subject to Special Condition (2) of Settlement of Claims in that section
- (b) The **Insurer** may at any time and at their own discretion waive their rights under any of the **GENERAL POLICY CONDITIONS** but this will not waive or limit the obligations of the Insured or the rights of the Insurer in respect of any other **GENERAL POLICY CONDITIONS**
- (c) Any claimant under this **Policy** shall at the request and expense of the **Insurer** take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the **Insured** before or after any payment are made by the **Insurer**
- (d) The **Insurer** will be entitled at any time and at their own discretion to
 - (i) take over and conduct in the name of the **Insured** the defence of or the settlement of any claim and to prosecute at the expense of the **Insurer** and for the benefit of the **Insurer** any claim for indemnity or damages against all other parties or persons
 - (ii) pay to the **Insured** the limit of indemnity less any **Costs** incurred by the **Insurer** or any lesser sums for which any claim or claims under Section 2 of this **Policy** can be settled and in that event the **Insurer** will not be under any further liability
- (d) Unless otherwise stated elsewhere in this **Policy** if at the time of any loss or **Damage** insured by Section 1 there is any other insurance effected by or on behalf of the **Insured** covering such loss the liability of the **Insurer** hereunder will be limited to the rateable proportion of such loss or **Damage**
Further in respect of items on **Buildings, Contents of Common Parts** and **Landlord's Contents** only (as defined and insured under Section 1A) if any such other insurance is subject to average (underinsurance) this **Policy** if not already subject to any condition of average will be subject to average in like manner
If any other insurance effected by the **Insured** or on behalf of the **Insured** covers any property insured by Section 1 but is subject to any provision wholly or partly excluding it from ranking concurrently with this **Policy** or from contributing rateably to the loss or **Damage** the liability of the **Insurer** will be limited to such proportion of the loss or **Damage** as the sum insured bears to the value of the property
If in respect of any claim under Section 2 there is any other insurance or indemnity in the favour of the **Insured** in force relative to such claim or there would be but for the existence of this Section the liability of the **Insurer** shall be limited. This limit shall be the amount in excess of that which would have been payable (but for the existence of this Section) in respect of such claim
- (e) On the happening of any loss or **Damage** in respect of which a claim is or may be made under Section 1 the **Insurer** and any person authorised by the **Insurer** may
 - (i) enter take or keep possession of the premises where such loss or **Damage** has occurred
 - (ii) take possession of or require to be delivered to them the insured property
 - (iii) deal with such property for all reasonable purposes and in any reasonable manner without thereby incurring any liability or diminishing any of the rights of the **Insurer** under this Section

2. Cancellation Rights Cancellation by the Insurer

- (a) The **Insurer** has the right to cancel the **Policy** where there is a valid reason, for example:
- (i) the **Insured** has not paid their premium. If premiums are not paid when they are due, the **Insurer** will write to the Insured requesting payment by a specific date. The **Insurer** will give the **Insured** at least 14 days' notice in writing if it intends to cancel this **Policy** due to non-payment of premium. If the **Insurer** receives payment by the date specified in the letter no further action will be taken. If the **Insured** does not receive payment by this date, the **Policy** will be cancelled from the cancellation date shown on the letter and no return premium will be allowed. The **Insurer** reserves the right to collect any premium that has not been paid;
 - (ii) fraud is reasonably suspected
 - (iii) the **Insured** has not made reasonable efforts to provide complete and accurate information in response to the questions of the **Insurer**
- (b) Where the **Insurer** cancels the **Policy** a minimum of 14 days' notice will be provided in writing to the last known postal or email address of the **Insured**. The **Insurer** will explain why the **Policy** is cancelled. The exception to this is if the **Insurer** has evidence that the Insured acted fraudulently or deliberately provided inaccurate or incomplete information. In those circumstances the **Insurer** may cancel this **Policy** without notice and backdate the cancellation to the date when this happened.

Refunds

- (c) If this **Policy** is cancelled before cover starts, the **Insurer** will refund the premium paid for the cancelled cover
- (d) Refunds will not be issued if the **Policy** is cancelled because of the fraud or misrepresentation of the **Insured**
- (e) No refund will be allowed if a claim has been submitted in the **Period of Insurance**.

3. Claims Conditions

The following conditions explain the actions and co-operation required by the **Insured** regarding the handling of claims

No claim will be paid unless full and complete adherence to these conditions is maintained by the **Insured**

The **Insured** must

- (a) give immediate notice to the **Insurer** of anything which may give rise to a claim being made against the **Insured** or for which the **Insured** intend to seek indemnity under this **Policy**
- (b) provide the **Insurer** with such particulars as the **Insurer** may require in connection with such circumstances
- (c) forward to the **Insurer** immediately on receipt every letter writ summons and process in connection with such circumstances
- (d) give all information and assistance required by the **Insurer** in connection with such circumstances
- (e) neither make any admission of liability nor any offer promise or payment in connection with such circumstances without the written consent of the **Insurer**
- (f) in respect of loss or **Damage** caused by theft or malicious persons give immediate notice to the police
- (g) use all due diligence to do and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the **Business** and to avoid or diminish loss

4. Fraud Condition

If the **Insured** makes a fraudulent claim under this **Policy** the **Insurer**:

- (a) Is not liable to pay the claim and
- (b) May recover from the **Insured** any amount paid by the Insurer to the Insured in respect of the claim and
- (c) May by notice to the **Insured** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

If the Insurer exercises its right under clause (c) above:

- (d) The **Insurer** shall not be liable to the Insured in respect of a relevant **Incident** occurring after the time of the fraudulent act. A relevant **Incident** is whatever gives rise to the liability of the **Insurer** under the **Policy** (such as the occurrence of an **Incident**, the making of a claim, or the notification of a potential claim); and
- (e) The **Insurer** need not return any of the premiums paid.
- (f) If this **Policy** provides cover for any person who is not a party to the **Policy** (a covered person) and a fraudulent claim is made under the contract by or on behalf of a covered person the **Insurer** may exercise the rights set out in clause (a) (b) and (c) above as if there were an individual policy between the **Insurer** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

5. Fundamental Conditions

- (a) The **Insured** has a duty at inception and renewal of this **Policy** and a continuing duty throughout the **Period of Insurance** to disclose all facts that are material to this **Policy** including those relating to any claim. If the **Insured** has any doubt as to whether or not a fact is material the **Insured** should disclose it to the **Insurer**.
- (b) The **Insured** must pay to the **Insurer** all premiums due to the **Insurer** together with all taxes due on the premiums.

6. Obligations of the Insured

The **Insured** must

- (a) give immediate notice to the **Insurer** of anything which materially affects the risk insured specifically anything which might increase the risk of loss or **Damage**
- (b) take all reasonable care to
 - (i) prevent accidents or **Damage**
 - (ii) maintain all **Premises** plant and equipment and everything used in connection with **Business** at the **Premises** in proper repair
- (c) on any defect or danger becoming apparent either
 - (i) immediately make good or remedy any such defect or danger or
 - (ii) take such additional precautions as the circumstances require to avoid such defect or danger

7. Sanctions

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose the **Insurer** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union **United Kingdom** or United States of America

8. Survey

The **Insurer** may make arrangements to complete a survey or surveys of the **Premises** or of any other location(s)

During the **Period of Insurance** and before the date agreed for any site survey the **Insurer** will provide insurance cover under the terms and conditions specified in the **Policy**

When a site survey is undertaken Risk Improvements may arise

If the **Insured** has not completed any Risk Improvements advised to the **Insured** within completion time scales agreed with the **Insurer** or in the opinion of the **Insurer** the risk (or any part thereof) is revealed post-survey to be unsatisfactory then the **Insurer** will have the right to review the **Policy** terms and conditions or to suspend or withdraw cover and the **Insurer** will advise the **Insured** of any such revision

If the **Insured** does not accept any revised terms or conditions of cover or premium the **Insured** can cancel this **Policy** and will be entitled to a proportionate refund of premium provided that no claim has been made during the current **Period of Insurance**

If the **Insurer** suspends or withdraws cover then the **Insured** will be entitled to a proportionate refund of premium

9. Unoccupied Premises Condition

It is a condition precedent to the liability of the **Insurer** that whenever a **Premises** or a portion thereof is left disused or not occupied for its intended purpose for more than 30 days following a **Tenant** vacating the **Premises** that

- (a) the mains services are turned off and the water system is drained (other than those required to operate any sprinkler system fire alarm system or intruder alarm system)
- (b) they are inspected thoroughly internally and externally at least once every 7 days and a record of such is kept and made available to the **Insurer** upon request
- (c) any accumulations of combustible materials be removed during inspections
- (d) any accumulations of waste from any renovation work to be kept outside in skips and such skips be removed at least weekly from the site
- (e) they are secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms and setting any alarm system in operation

However during any period when the **Premises** is undertaking **Contract Works** points a) and c) will not apply.

Following completion of any **Contract Works** and until such time that the new **Tenant** takes occupation of the **Premises** or portion thereof the full Unoccupied Premises Condition shall apply

GENERAL POLICY EXCLUSIONS

Communicable Disease Exclusion

Despite any provision to the contrary this **Policy** excludes all loss damage claim **Incident** cost or expense directly or indirectly caused by contributed to resulting from attributable to or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease. As used herein a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1.1. the substance or agent includes but is not limited to a virus bacterium parasite or other organism or any variation thereof whether deemed living or not and
- 1.2. the method of transmission includes but is not limited to airborne transmission bodily fluid transmission from or to any surface or object solid liquid or gas or between organisms and
- 1.3. the disease substance or agent can cause or threaten damage injury or illness to human health or human welfare or can cause or threaten damage to deterioration of loss of value of marketability of or loss of use of property insured hereunder.

Provided that

- a) where the **Insurer** alleges that this exclusion applies then the burden in proving to the contrary lies with the **Insured**
- b) this exclusion applies to all sections of this **Policy** except those coverages (where available and insured by this **Policy**) noted below:
 - i) Legionellosis or Legionnaires Disease
 - ii) Employers' Liability
 - iii) Public Liability
 - iv) Section 1A Extension 21A or Section 1B Notifiable Diseases
 - v) Terrorism Extension

However in the event of physical loss or destruction of or physical damage to property insured under this **Policy** the **Insurer** will cover such loss destruction or **Damage** caused directly by a Contingency listed below and any resulting **Consequential Loss** incurred by the **Insured** subject to all other terms, conditions and exclusions.

Contingency

Fire Explosion Aircraft Riot and Malicious Damage Earthquake Storm **Flood** Escape of Water or Oil Sprinkler Leakage Impact by any road vehicle or animal or Theft

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