ZURICH

Real Estate Insurance

Policy document

Contents

Data protection statement	3
Important notes	4
Our complaints procedure	5
Claims contact details and additional benefits	6
Your Real Estate Insurance policy	10
General Definitions	11
Section A – Material Damage	17
Section B1 – Business Interruption	20
Section B2 – Book Debts	25
Covers applicable to Sections A, B1 and B2	26
Clauses applicable to Sections A, B1 and B2	30
Conditions applicable to Sections A, B1 and B2	49
Exclusions applicable to Sections A, B1 and B2	52
Terrorism Buy Back Cover applicable to Sections A, B1 and B2	54
Section C – Property Owners' Liability	57
Section D – Employers' Liability	68
General Exclusions	72
General Conditions	74

Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Claims contact details and additional benefits

Making a Claim

Unless **you** have been given different claims contact details by **your** broker or insurance intermediary then please contact **us** as follows:

To make a claim online visit: **www.zurich.co.uk/business/claims**

Call us on**: 0800 302 9055**

We can process a claim by **you** simply calling with the following details:

- **your** name and company details
- the policy number.

What to expect

Once **you** have provided all the information which **we** have requested, **we** will:

- advise **you** about the next steps
- take any immediate measures as described in **your** policy
- proactively keep **you** or **your** broker or insurance intermediary informed about the progress of the claim
- proactively manage third parties (anyone claiming against **you**, as a Zurich Insurance Company Ltd policyholder can also contact **us** on this number)
- work towards settling the claim as quickly as possible.

In order to speed up the process, both **you**, **your** broker or insurance intermediary and third parties can report claims to this number 24 hours a day, 7 days a week.

Please refer to the applicable claims conditions for further information.

Rehabilitation Claims Services (available to Employers' Liability customers only)

Our Rehabilitation team offer an innovative approach to acute injury management, proactively treating injuries to prevent chronicity and long-term absence, helping your employees return to work sooner. Treatments offered can include physiotherapy, hand therapy, psychological therapy, diagnostic imaging and surgical solutions.

Our service is suitable for most injuries arising from workplace incidents and offers immediate access to professional medical expertise. Our rehabilitation service can help you reduce the costs of injuries and accidents at work by ensuring employees access appropriate and timely treatment.

Rehabilitation can help manage a claim and mitigate your losses as a faster recovery enables quicker settlement, less exaggeration of symptoms and reduction in the average number of days lost.

To make a claim online visit: **https://liabilityclaims.zurich.co.uk/link/portal/mmc**

Call us on: **0121 697 8740** or **0121 697 8742**

Email us on: **mmc@uk.zurich.com**

Zurich Risk Advisor

Zurich Risk Advisor is a free to use risk management app that makes risk assessments easier to understand, provides **you** with insight and recommends best practices including self-risk assessments.

Experience the benefits of Zurich Risk Advisor by downloading the app from the Apple store or the Google Play Store. Visit **our** website for more details:

www.zurich.com/products-and-services/tools-for-business/zurich-risk-advisor

Risk Management Advice Line

Call 0800 302 9052

To help **you** proactively identify and manage issues before they occur, **our** risk management advice line operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

Please note that this helpline includes services provided by Zurich Management Services Limited and may include services provided by third parties.

Flood Risk Management

To help you identify whether your premises is at risk from flooding, the following websites may be of use:

Environment Agency – GOV.UK **www.gov.uk/browse/environment-countryside/flooding-extreme-weather**

Check the long term flood risk for an area in England at **www.gov.uk/check-long-term-flood-risk**

Check the risk of flooding in Northern Ireland at **www.nidirect.gov.uk/articles/flooding**

Check your flood risk by postcode in Wales at **www.naturalresources.wales**

Find flood hazard and flood risk information for Scotland at **www.sepa.org.uk**

You can access our Flood Emergency Plan Guide and download a template to complete a Flood Emergency Response Plan at: **www.zurich.com/en/knowledge/topics/flood-and-water-damage/preparing-your-business-for-floods**

If you require any further assistance, please contact our Risk Management Advice Line shown above.

The following services are provided by DAS Legal Expenses Insurance Company Limited. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited.

DAS Helplines, Employment Manual and DASbusinesslaw

You can contact **our** UK-based call centre 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please quote **your** policy number and the name of the insurance provider who sold the policy.

Meaning of words

The following words have these meanings wherever they appear in this section in **bold**:

Appointed representative

The **preferred law firm**, law firm, tax consultancy, accountant or other suitably qualified person **we** appoint to act on the **insured person's** behalf.

Business

The business declared to **us** and covered by the commercial policy to which this section attaches.

DAS Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim. Where a law firm is acting on **your** behalf the amount **we** will pay is currently £100 per hour. This amount may vary from time to time.

Insured person

a) **You** and the directors, partners, managers, employees and any other individuals declared to **us** by **you**.

b) A person contracted to work for **you** who works for **you** on the same basis as **your** employees, and performs that work under **your** supervision and direction.

Period of insurance

The period for which **we** have agreed to cover the **insured person** and for which **we** have accepted the premium.

Preferred law firm

A law firm, barrister or tax expert **we** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

We, us, our, DAS

a) In respect of the legal advice helpline: DAS Law Limited and/or a **preferred law firm** on behalf of DAS Legal Expenses Insurance Company Limited.

b) In respect of the other services: DAS Legal Expenses Insurance Company Limited.

You, your

The **business** that has taken out the commercial policy to which this section attaches.

Legal advice – Call 0344 893 0859

Advice can be provided on any commercial legal problem affecting **your business** under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call **you** back at a time to suit **you**.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, **we** will refer **you** to one of **our** specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, **we** will arrange to call **you** back.

Tax advice – Call 0344 893 0859

Advice can be provided on any tax matters affecting the **business**, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call you back.

Counselling service – Call 0344 893 9012

We will provide the **insured person** (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us** or Zurich Insurance Company Ltd.

The counselling service helpline is open 24 hours a day, seven days a week.

Employment Manual – Visit www.dasinsurance.co.uk/employment-manual

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit **www.dasinsurance.co.uk/employment-manual**

If **you**'d like notifications of when updates are made to the Employment Manual, please email **us** at **employmentmanual@das.co.uk**

DASbusinesslaw – Visit www.dasbusinesslaw.co.uk

Visit **www.dasbusinesslaw.co.uk** to access the free online law guide and download legal documents to help **your business**.

Developed by solicitors and tailored by **you** using **our** smart document builders **you** can create ready-to-sign contracts, agreements and letters in minutes. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

Register using the voucher code **DAS472301** to gain access to a range of free documents.

In using these services **you** acknowledge that all rights and obligations relating to the provision of these services rest with **DAS** and that **you** will have no recourse to Zurich Insurance Company Ltd in this regard.

Data protection

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. Please refer to www.das.co.uk/legal/privacy-statement for DAS' privacy notice and details of **your** rights.

Zurich Insurance Company Ltd, Zurich Management Services Limited and DAS will not accept responsibility if any of the helplines are unavailable for reasons Zurich Insurance Company Ltd, Zurich Management Services Limited and DAS cannot control.

Your Real Estate Insurance policy

This Policy is a contract between the Insured as stated in the Schedule (also referred to as you, your or yourselves) and Zurich Insurance Company Ltd (also referred to as the Insurers, we, us, our or ourselves).

This Policy and any Schedule, Endorsement, Folio and Certificate should be read as if they are one document.

We will insure you under those Sections stated in the Schedule during any period of insurance for which we have accepted your premium. Our liability will in no case exceed the amount of any sum insured or Limit of Liability stated in this Policy, the Schedule, the Folio or any endorsement to this Policy.

When you take out, renew and make changes to the cover provided by this Policy, you must take reasonable care to ensure that you accurately answer any questions which we ask of you and that any information you give us is accurate. If you are taking out this Policy for purposes which are wholly or mainly related to your trade, business or profession, you must also let us know about all facts which are material to our decision to provide you with insurance. Failure to meet these obligations could result in this Policy being invalidated, a claim not being paid, or an additional premium being charged.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both you and us to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon your address stated in the Schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read the Policy, Schedule, Endorsement, Folio and Certificate carefully and if they do not meet your needs contact us or your broker or insurance intermediary.

General Definitions

Certain words in this Policy have special meanings. These words and their meanings are detailed below and the definition applies wherever the words begin with a capital letter.

Adverse Right
Any estate, right or interest arising from a Defect in Title that is adverse to or in derogation of the Insured's title to any Premises and which was in existence at the Commencement of Cover.

Bodily Injury
Accidental injury not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause.

Buildings
Buildings of the Premises stated in the Schedule including:

a) landlords' fixtures and fittings

b) glass for which the landlord is responsible

c) outbuildings, extensions, annexes, gangways, canopies, tunnels, fixed signs, temporary buildings, conveniences, lamp posts and street furniture

d) walls, gates and fences

e) drains, sewers, piping, ducting, cables, wires, aerials, satellite dishes and associated control gear and accessories on the Premises and extending to the public mains but only to the extent of the Insured's responsibility

f) yards, car parks, roads, bridges, pavements, walkways, forecourts and similar surfaces all constructed of solid materials

g) tenants' improvements if the Insured are responsible and property comprising fixtures and fittings (but excluding movable contents) formerly the property of tenants but relinquished to the Insured at the time of the surrender of the lease

h) Landlords' Contents not otherwise insured under Item 2 on the Schedule for an amount not exceeding the limit stated in the Schedule.

Business
The activities of the Insured stated in the Schedule and including:

a) maintenance of property and premises owned or occupied by the Insured

b) the provision and management of canteen, social, sports and welfare organisations for the benefit of Employees

c) first aid, fire and ambulance services

d) private work carried out by an Employee for any director or senior executive of the Insured

e) participation in exhibitions.

Business Hours
Any time when the Insured or the Insured's directors or employees with responsibility for Money are in the Insured's Premises for the purpose of the Business.

Chancel Repair Liability
Any chancel repair liability which the Premises is subject to at the Commencement of Cover.

Commencement of Cover
The date on which an individual Premises was first insured for cover against Legal Contingencies under this Policy.

Commercial Buildings
Buildings let or intended for commercial occupation or use including mixed use Premises where parts are intended for or are in use as residential occupation.

Communicable Disease
Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a) 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

b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and

c) the disease, substance or agent can cause or threaten damage 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.

Consequential Loss
'CONSEQUENTIAL LOSS' in capital letters will mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

Court Order
An order injunction or judgment from a Court or Lands Tribunal:

a) upholding an Adverse Right in full or in part

b) upholding a Restrictive Covenant in full or in part

c) preventing the Insured or any persons authorised by them from using an Easement

d) upholding a claim to enforce a Chancel Repair Liability in full or in part.

Customers' Accounts
As stated in the Schedule.

Damage
'DAMAGE' in capital letters will mean loss or destruction of or damage to the Property Insured.

Data Processing System
Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Defect in Title
One or both of the following:

a) part or all of the Insured's leasehold interest in the Premises is registered at the Land Registry with Good Leasehold Title at the Commencement of Cover

b) the Premises are subject to matters which are noted on the Land Registry title at the Commencement of Cover details of which are unknown to the Insured and cannot be obtained by them prior to that date.

Defined Peril
Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank, apparatus or pipe, sprinkler leakage, impact by any vehicle or by goods falling therefrom or animal.

Denial of Service Attack
Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Easement
Any:

a) means of pedestrian or vehicular access to and from any Premises

b) services connected to any Premises including rights of access for their inspection, maintenance, renewal and repair

for which the Insured is unable to produce documentary evidence of a legal grant but which has been enjoyed by and used in connection with any Established Use of the Premises for a continuous period of at least 12 months including the 12 months immediately before the Commencement of Cover and continuously thereafter provided the Insured can produce a Statutory Declaration in support of such use.

Employee
Any natural person who is:

a) under a contract of service or apprenticeship with the Insured

b) a labour master or labour only subcontractor or persons supplied by any of them

c) a self-employed person

d) under a work experience scheme

e) hired or borrowed by the Insured from another employer

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

Estimated Rent Receivable
The amount declared by the Insured to the Insurers as representing not less than the Rent Receivable which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months.

Enforcement Action
Successful enforcement action by the relevant local planning or building control authority pursuant to a Notice.

Established Use
The continued use of any Premises for any use (including any building or structure constructed or converted on it for at least the 12 months immediately before the Commencement of Cover) for which such Premises have been continuously used for at least 12 months immediately before the Commencement of Cover and have been so used continuously thereafter.

Excess
The amount stated in this Policy, the Schedule, the Folio or any Endorsement to this Policy for which the Insured is responsible and which will be deducted from any payment under this Policy as ascertained after the application of all other terms and conditions of this Policy.

Hacking
Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data whether the property of the Insured or not.

Incident
Loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

Indemnity Period
The period beginning with the occurrence of the Incident and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business are affected in consequence thereof.

Knowledge
The Insured's actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in Public Records.

Landlords' Contents
Furniture, furnishings, potted plants, potted trees and shrubs, gardening equipment, video, audio, building management systems and security equipment and other similar property of the Insured or for which the Insured are responsible all while contained in or on the Buildings insured hereby, the contents of fuel tanks, statues and garden furniture at the Premises.

Landlords' Contents shall only include those contents in common areas in respect of Residential Buildings.

Legal Contingencies
Any claimant after the Commencement of Cover and during the Period of Insurance:

a) establishing or attempting to establish:

   i) an Adverse Right

   ii) that an Established Use of a Premises constitutes a breach of a Restrictive Covenant

   iii) a legal right as owner of the servient land to prevent the Insured (and all persons authorised by the Insured) from using an Easement in connection with an Established Use of a Premises

b) attempting to enforce Chancel Repair Liability

c) issuing a Notice in respect of the Works.

Licence
The licence granted for the retail sale of excisable liquor at the Premises.

Loss of Eye
Permanent and total loss of sight:

a) in both eyes if the Assured's name is entered on the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist

b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale. This means that the Assured would see at 3 feet what should be seen at 60 feet.

Loss of Limb
Total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand, arm, foot or leg.

Maximum Indemnity Period
As stated in the Schedule.

Money
Cash, bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Premium Savings Bonds, luncheon vouchers, trading stamps, Phonecards (excluding Phonecards held in stock for resale), credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by the Insured and VAT purchase invoices, all pertaining to the Business and belonging to or the responsibility of the Insured.

Notice
An enforcement, planning contravention, breach of condition notice or injunction issued after the Commencement of Cover in respect of the Works for breaches of either planning or building control regulations at the Premises.

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 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 radiation

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 production or use of nuclear fuel.

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

Office Contents
As defined in the Folio.

Outstanding Debit Balances
The total amount due to the Insured at the date of the DAMAGE less bad debts.

Personal Injury
Bodily injury, illness or disease (including death).

Premises
The premises stated in the Schedule.

Products
Any commodities or goods or any thing including packaging, containers and labels sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of the Insured or any structure constructed, erected or installed or contract work executed by or on behalf of the Insured in the course of the Business.

Property Insured
The property insured stated in the Schedule.

Public Records
Records established by the Crown or any local authority as at the Commencement of Cover pursuant to the Land Registration Act 1925, the Land Charges Act 1972 and the Local Land Charges Act 1975 all as amended as at the Commencement of Cover.

Reinstatement
a) The replacement or rebuilding of property lost or destroyed which provided that the Insurers' liability is not increased may be carried out:

   i) in any manner suitable to the Insured's requirements

   ii) upon another site

b) the repair or restoration of the 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.

Rent Receivable
The amount of the rent, turnover rent, service charges, insurance premiums and any other income or revenue received or receivable from the letting of the Premises and services rendered thereat.

Residential Buildings
Buildings of houses, bungalows or flats designed or converted for solely residential occupation including common areas.

Restrictive Covenant
Any freehold restrictive covenant which the Premises is subject to at the Commencement of Cover.

Standard Rent Receivable
The Rent Receivable during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period. Adjustments will be made as may be necessary to provide for:

a) the trend of the Business; and

b) variations in or other circumstances affecting the Business

either before or after the Incident or which would have affected the Business had the Incident not occurred so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

Statutory Declaration
A statutory declaration or statement of truth from an owner of the Premises confirming that an Easement has been used openly and without permission, dispute or objection in connection with the Established Use of the Premises for at least the 12 months immediately before the Commencement of Cover and continuously thereafter until the date of any third party claim disputing the Insured's right to use the Easement or the Insured's exercise of the Individual Policy Option.

Territorial Limits
a) In respect of Public Liability:

   anywhere within the limits of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and including non-manual work carried out during temporary visits anywhere in the world in connection with the Business by directors and Employees normally resident in and travelling from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

b) In respect of Products Liability:

   anywhere in the world in respect of Products supplied in or from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Transaction
Any mortgage or conveyance transfer or lease for value of the Premises or any part thereof after the Commencement of Cover and during the Period of Insurance.

Unoccupied
Any building or part of building or flat which is empty, disused, unfurnished or no longer in active use by the Insured or any of the Insured's tenants.

Usual Occupation
The occupation of the Assured as shown in the Insured's records at the date of the Bodily Injury.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

Works

a) Any alterations (other than conversions), additions or extensions carried out and completed at least 12 months before the Commencement of Cover to the buildings on any Premises

b) the construction or conversion of any building on any Premises completed at least 4 years before the Commencement of Cover.

Section A – Material Damage

Indemnity

In the event of the Property Insured being lost, destroyed or damaged by any of the Covers insured hereby during the Period of Insurance the Insurers will pay to the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Insurers' option reinstate or replace such property or any part of it.

Provided always that the liability of the Insurers under this Section will not exceed:

a) in the whole the Total Sum Insured or in respect of any item in respect of each separate Premises its sum insured or any other Limit of Liability stated in the Schedule at the time of the loss, destruction or damage

b) the sum insured or Limit remaining after deduction for any other loss, destruction or damage occurring during the same Period of Insurance unless the Insurers' have agreed to reinstate any such sum insured or Limit.

Supplementary Conditions Applicable to Section A

The following Supplementary Conditions change the basis of cover from that described above and are applicable only if indicated in the Schedule to be operative.

1 Inflation Protection – Day One Basis

a) Subject to the following Special Conditions the basis upon which the amount payable in respect of any item on Buildings, Landlords' Contents or Office Contents is to be calculated will be Reinstatement.

b) The Insured having stated in writing the Declared Value (shown in brackets below the sum insured) of each of the said items the premium has been calculated accordingly.

'Declared Value' means the Insured's assessment of the cost of Reinstatement of the Property Insured at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for:

i) the additional cost of Reinstatement to comply with European Community and public authority requirements

ii) professional fees

iii) debris removal costs.

Special Conditions

1 At the inception of each Period of Insurance the Insured will notify the Insurers of the Declared Value of the Property Insured by each of the said items. In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the ensuing Period of Insurance.

2 If at the time of DAMAGE the Declared Value in respect of each separate property insured be less than the cost of Reinstatement (including due allowance for the costs described in paragraphs B a), b) and c) above to the extent the insurance by the item provides cover for such costs) at the inception of the Period of Insurance then the Insurers' liability for the DAMAGE will not exceed that proportion thereof which the Declared Value bears to such cost of Reinstatement.

This Special Condition 2 will not however apply provided that the Insured have carried out regular valuations utilising qualified RICS (Royal Institution of Chartered Surveyors) members at intervals of not more than 3 years and:

a) where necessary increased the Declared Value to at least the amount stated in the valuation; and

b) made appropriate allowance in Declared Value for inflationary increases in the period between valuations.

3 The liability of the Insurers for the repair or restoration of property damaged in part only will not exceed the amount which would have been payable had such property been wholly destroyed.

4 No payment beyond the amount which would have been payable in the absence of this Supplementary Condition will be made:

a) unless Reinstatement commences and proceeds without unreasonable delay

b) until the cost of Reinstatement has actually been incurred

c) if the Property Insured at the time of its loss, destruction or damage is insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement.

5 All the terms and conditions of this Policy will apply:

a) in respect of any claim payable under the provisions of this Supplementary Condition except in so far as they are varied hereby

b) where claims are payable as if this Supplementary Condition had not been incorporated except that the sums insured will be limited to the percentage of the Declared Values as stated in the Schedule.

2 European Community and Public Authorities including Undamaged Property

Subject to the following Special Conditions the insurance in respect of Buildings, Landlords' Contents and Office Contents extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

a) European Community legislation

b) building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority

(hereinafter referred to as 'the Stipulations') in respect of:

i) the lost, destroyed or damaged property thereby insured

ii) undamaged portions thereof

iii) any water supply equipment at the Premises supplying the sprinkler installation in undamaged portions of the Premises

but excluding:

1) the cost incurred in complying with the Stipulations:

A) in respect of DAMAGE occurring prior to the inception of this Supplementary Condition

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) for which there is an existing requirement which has to be implemented within a given period

E) in respect of property entirely undamaged by any Cover hereby insured against

2) the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen

3) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Special Conditions

1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be commenced within 12 months after the DAMAGE or within such further time as the Insurers may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to the liability of the Insurers under this Supplementary Condition not being thereby increased.

2 If the liability of the Insurers under any item of this Policy apart from this Supplementary Condition is reduced by the application of any of the terms and conditions of this Policy then the liability of the Insurers under this Supplementary Condition in respect of any such item will be reduced in like proportion.

3 The total amount recoverable under any item of this Policy in respect of this Supplementary Condition will not exceed:

a) in respect of the lost destroyed or damaged property its sum insured

b) in respect of undamaged portions of property other than foundations 20% of the total amount for which the Insurers would have been liable had the property insured by the item at the Premises where the DAMAGE has occurred been wholly destroyed.

4 The total amount recoverable under any item of this Policy will not exceed its sum insured.

5 All the terms and conditions of this Policy except in so far as they are varied hereby will apply as if they had been incorporated herein.

3 Reinstatement

Subject to the following Special Conditions the basis upon which the amount payable in respect of Buildings, Landlords' Contents and Office Contents is to be calculated will be Reinstatement.

Special Conditions

1 The liability of the Insurers for the repair or restoration of property damaged in part only will not exceed the amount which would have been payable had such property been wholly destroyed.

2 No payment beyond the amount which would have been payable in the absence of this Supplementary Condition will be made:

   a) unless Reinstatement commences and proceeds without unreasonable delay

   b) until the cost of Reinstatement has actually been incurred

   c) if the Property Insured at the time of its loss, destruction or damage is insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement.

3 All the terms and conditions of this Policy will apply:

   a) in respect of any claim payable under the provisions of this Supplementary Condition except in so far as they are varied hereby

   b) where claims are payable as if this Supplementary Condition had not been incorporated.

4 If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered exceeds the sum insured of the individual property insured at the commencement of any DAMAGE the liability of the Insurers will not exceed that proportion of the amount of the DAMAGE which the said sum insured bears to the sum representing the total cost of reinstating the whole of such individual property at that time.

   This Special Condition 4 will not however apply provided that the Insured have carried out regular valuations utilising qualified RICS (Royal Institution of Chartered Surveyors) members at intervals of not more than 3 years and:

   a) where necessary increased the sum insured to at least the amount stated in the valuation; and

   b) made appropriate allowance in the sum insured for inflationary increases in the period between valuations.

   Special Condition 4 b) is not applicable to Buildings, Landlords' Contents and Office Contents indicated in the Schedule to be indexed linked.

Section B1 – Business Interruption

In the event of any building or other property used by the Insured at the Premises for the purpose of the Business being lost, destroyed or damaged by any of the Covers insured hereby during the Period of Insurance and in consequence the Business carried on by the Insured at the Premises be interrupted or interfered with then the Insurers will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference.

Provided always that:

a) at the time of the happening of the loss, destruction or damage there is in force an insurance covering the interest of the Insured in the property at the Premises against such loss, destruction or damage and that:

   i) payment has been made or liability admitted therefor

   ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

b) the liability of the Insurers under this Section will not exceed:

   i) in the whole 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 loss, destruction or damage

   ii) the sum insured or Limit remaining after deduction for any other interruption or interference consequent upon loss, destruction or damage occurring during the same Period of Insurance unless the Insurers' have agreed to reinstate any such sum insured or Limit.

Notes

1 To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section will be exclusive of such tax.

2 For the purpose of these definitions any adjustment implemented in current cost accounting will be disregarded.

Specification 1 Applicable to Section B1

1 Rent Receivable

Item 1 – On Rent Receivable — **Estimated Rent Receivable as stated in the Schedule**

The insurance under this Item is limited to a) Loss of Rent Receivable, b) Increase in Cost of Working and c) Accelerated Reinstatement Expenditure and the amount payable as indemnity thereunder will be:

a) in respect of loss of Rent Receivable: the amount by which the Rent Receivable during the Indemnity Period falls short of the Standard Rent Receivable in consequence of the Incident

b) in respect of Increase in Cost of Working: the reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident

c) in respect of Accelerated Reinstatement Expenditure: the further reasonable additional expenditure necessarily incurred during the Indemnity Period and with the Insurers' prior consent in consequence of the Incident solely to avoid or minimise any loss of Rent Receivable not recoverable by the Insured under this or any other insurance during the period of 12 months immediately after the expiry of the Maximum Indemnity Period

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of the Rent Receivable as may cease or be reduced in consequence of the Incident.

Provided always that in respect of c):

i) there has been no undue delay in reinstatement caused by or contributed to by the actions of the Insured

ii) the Insurers will not be liable for any costs in respect of any loss where the Maximum Indemnity Period is less than 36 months

iii) the Insurers' liability will not exceed the amount stated in the Schedule.

Notwithstanding proviso b) to Section B1:

1) the liability of the Insurers will in no case exceed in respect of Rent Receivable 200% of the Estimated Rent Receivable stated herein, in respect of each other item 100% of the sum insured stated herein, nor in the whole the sum of 200% of the Estimated Rent Receivable and 100% of the sums insured by other items or such other amounts as may be substituted therefor by endorsement signed by or on behalf of the Insurers

2) in the absence of written notice by the Insured or the Insurers to the contrary the Insurers' liability will not stand reduced by the amount of any loss the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

Specification 2 to Section B1

2 Increased Cost of Working

Item 1 – On Increased Cost of Working — **Sum Insured as stated in the Schedule**

The Insurance under this Item is limited to Increased Cost of Working and the amount payable as indemnity thereunder will be the reasonable increased expenditure incurred by the Insured during the Indemnity Period in order to minimise any interruption of or interference with the Business in consequence of the Incident.

Provided always that in the event of loss the Insurers will be liable for not more than one third of the sum insured hereunder in respect of such additional expenditure arising in the first quarter of the Maximum Indemnity Period following the date of the Incident nor more than an equal proportion of the balance of the sum insured per month in respect of the additional expenditure in the remainder of the Maximum Indemnity Period.

Extensions Applicable to Specifications 1 and 2 to Section B1

The following Extensions are only applicable to Specifications 1 and 2 to Section B1 if indicated in the Schedule to be operative.

Any loss as insured under this Section resulting from interruption of or interference with the Business at the Premises in consequence of the contingencies described in the following Extensions will be deemed to be an Incident provided always that after the application of all other terms and conditions of this Section the Insurers' liability under each Extension will not exceed its stated limit or the sum insured under this Section whichever is the lesser. The stated limit or sum insured will apply to any one occurrence unless stated otherwise below.

1 Action of Competent Authorities

Action by the police or other competent local, civil or military authority following a danger or disturbance within a one mile radius of the Premises whereby access thereto is prevented.

Provided always that:

a) there will be no liability under this Extension for loss resulting from interruption of the Business during the first 12 hours of the Indemnity Period

b) the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence and in all in any one Period of Insurance

c) Maximum Indemnity Period will mean 3 months.

2 Anchor Tenant

Accidental loss or destruction of or damage to property in any part of the Premises by any Cover insured under this Section such loss, destruction or damage directly resulting in the termination of any agreements for leases or other loss of tenancy or delay in completion of the letting of other parts of the Premises and solely in consequence thereof an identifiable reduction in the Business.

Provided always that:

a) the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence and in all in any one Period of Insurance

b) Maximum Indemnity Period will mean 3 months.

3 Legionellosis

Any outbreak of Legionellosis at the Premises causing restrictions on the use thereof on the order or advice of the competent local authority.

Provided always that:

a) for the purpose of this Extension 'Premises' will mean only those Premises which are stated in the Schedule to be insured and which are directly affected by the Incident

b) for the purpose of this Extension 'Indemnity Period' will mean the period during which the results of the Business are affected in consequence of the occurrence or discovery beginning with the date from which the restrictions on the Premises are applied and ending not later than the Maximum Indemnity Period thereafter

c) the Insurers will not be liable for any costs incurred in cleaning, repair, replacement or checking of property other than costs and expenses not exceeding the amount stated in the Schedule in any one Period of Insurance necessarily incurred with the Insurers' consent 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 the competent local authority

d) the Insurers will have no liability under this Extension if the Insured is at the time of the outbreak in breach of their statutory obligations in respect of the control of Legionellosis

e) the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence and in all in any one Period of Insurance

f) Maximum Indemnity Period will mean 3 months.

4 Loss of Attraction

Accidental loss or destruction of or damage to property within a one mile radius of the Premises by any Cover insured under this Section which directly results in a fall in the number of customers attracted to the Premises.

Provided always that:

a) there is an identifiable reduction in the Business at the Premises solely in consequence of the Incident

b) there is no liability for loss resulting from interruption of or interference with the Business during the first 12 hours of the Indemnity Period

c) this Extension does not cover loss following obstruction by storm, flood or snow

d) the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence and in all in any one Period of Insurance

e) Maximum Indemnity Period will mean 3 months.

5 Managing Agents

Accidental loss or destruction of or damage to property at the premises of any managing agents employed or engaged to collect Rent Receivable caused by any Cover insured hereby as a direct consequence of which such Rent Receivable cannot be collected.

Provided always that:

a) such Rent Receivable is not paid to the Insured as a direct result of the Incident

b) the Rent Receivable is not outstanding for 120 days in excess of its due date

c) all reasonable steps to recover the Rent Receivable are taken

d) such Rent Receivable is not recoverable under any other policy or from any other party

e) the Insurers' liability will not exceed the amount stated in the Schedule.

6 Named Diseases, Murder, Suicide or Rape

a) i) Any occurrence of a Named Disease as defined below 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 Named Disease

b) the discovery of vermin or pests at the Premises

c) any accident causing defects in the drains or other sanitary arrangements at the Premises

which causes restrictions on the use of the Premises on the order or advice of the competent local authority

d) any occurrence of murder, suicide or rape at the Premises.

Provided always that:

i) for the purpose of this Extension 'Premises' will mean only those Premises which are stated in the Schedule to be insured and which are directly affected by the Incident

ii) for the purpose of this Extension 'Indemnity Period' will mean the period during which the results of the Business are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the Premises are applied or in the case of d) above with the date of the occurrence and ending not later than the Maximum Indemnity Period thereafter

iii) for the purpose of this Extension 'Named Disease' will mean illness sustained by any person resulting from:

1) food or drink poisoning

2) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	Meningitis	Tetanus
Acute poliomyelitis	Meningococcal infection	Tuberculosis
Bubonic plague	Mumps	Typhoid fever
Cholera	Ophthalmia neonatorum	Typhus fever
Diphtheria	Paratyphoid fever	Viral haemorrhagic
Dysentery	Rabies	Viral hepatitis
Leprosy	Relapsing fever	Whooping cough
Leptospirosis	Rubella	Yellow fever
Malaria	Scarlet fever	
Measles	Smallpox	

an outbreak of which the competent local authority has stipulated will be notified to them

iv) the Insurers will not be liable under this Extension for any costs incurred in the cleaning, repair, replacement, recall or checking of property

v) the Insurers will only be liable for the loss arising at those Premises which are directly affected by the occurrence, discovery or accident

vi) the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence and in all in any one Period of Insurance

vii) the Maximum Indemnity Period will mean 3 months.

7 Prevention of Access

Accidental loss or destruction of or damage to property within a one mile radius of the Premises by any Cover insured under this Section which directly prevents or hinders the use of the Premises or access thereto whether the Premises or property of the Insured therein are damaged or not but excluding loss or destruction of or damage to property of any supply undertaking from which the Insured obtains electricity, gas, water or telecommunications services which prevents or hinders the supply of such services to the Premises.

The Insurers' liability will not exceed the amount stated in the Schedule any one occurrence and in all in any one Period of Insurance.

Maximum Indemnity Period will mean 3 months.

8 Public Utilities

Accidental loss or destruction of or damage to property at any:

a) generating station or sub-station of the public electricity supply undertaking

b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith

c) water works or pumping station of the public water supply undertaking

d) land based premises of the public telecommunications undertaking

from which the Insured obtains electricity, gas, water or telecommunications services all in Great Britain or Northern Ireland caused by any Cover insured under this Section.

The Insurers' liability will not exceed the amount stated in the Schedule any one occurrence and in all in any one Period of Insurance.

Maximum Indemnity Period will mean 12 months.

9 Unlawful Occupation

Access to or use of the Premises being hindered or prevented due to the Premises or property within a one mile radius of the Premises or any rights of way being:

a) occupied by terrorists or persons thought to be terrorists

b) unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers

c) thought to contain or actually containing a harmful device provided always that the Police are immediately informed.

Provided always that:

i) the Insurers will not be liable for any:

   1) loss arising from any cause within the control of the Insured

   2) loss arising from physical loss or destruction of or damage to property

   3) loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear

   4) occurrence involving prevention or hindrance of access to or use of the Premises of less than 12 consecutive hours duration

ii) the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence and in all in any one Period of Insurance

iii) the Maximum Indemnity Period will mean 3 months.

Section B2 – Book Debts

In the event of loss, destruction of or damage to the Insured's books of account or other business books or records at the Premises during the Period of Insurance by any Cover insured hereby (loss, destruction or damage so caused being hereinafter termed DAMAGE) and the Insured be in consequence thereof unable to trace or establish the Outstanding Debit Balances in whole or in part due to them then the Insurers will pay to the Insured the amount of loss resulting from such DAMAGE in accordance with the provisions herein contained.

Provided always that the liability of the Insurers will not exceed:

a) the Total Sum Insured stated in the Schedule at the time of the DAMAGE

b) the sum insured remaining after deduction for any other DAMAGE during the same Period of Insurance unless the Insurers have agreed to reinstate any such sum insured.

Specification to Section B2

On Outstanding Debit Balances	**Sum Insured as stated in the Schedule**

The insurance hereunder is limited to the loss sustained by the Insured in respect of Outstanding Debit Balances directly due to the DAMAGE and the amount payable in respect of any one occurrence of DAMAGE will be:

a) the difference between:

   i) Outstanding Debit Balances; and

   ii) the total of the amounts received or traced in respect thereof

b) the additional expenditure incurred with the prior consent of the Insurers in tracing and establishing customers' debit balances after the DAMAGE

provided always that if the sum insured by this Item be less than the Outstanding Debit Balances the amount payable will be proportionately reduced.

Covers applicable to Sections A, B1 and B2

The following Covers are only applicable to Sections A, B1 and B2 if indicated in the Schedule to be operative.

Cover

1 Fire

a) Fire but excluding DAMAGE or CONSEQUENTIAL LOSS caused by:

i) explosion resulting from fire

ii) earthquake or subterranean fire

b) Lightning

c) Explosion

i) of boilers

ii) of gas

used for domestic purposes only; and

iii) in respect of Sections B1 and B2:

of any other boilers or economisers on the Premises

but excluding DAMAGE or CONSEQUENTIAL LOSS caused by earthquake or subterranean fire.

This cover excludes in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule or Folio to be the Excess.

2 Theft

Theft or attempted theft or robbery or attempted robbery committed on the Premises including any directly resulting:

a) damage to the Buildings falling to be borne by the Insured

b) damage to glass which:

i) is accompanied by and directly forms part of other DAMAGE to which this Cover applies

ii) is accepted by a police authority as prima facie evidence of attempted theft within the meaning of this Cover

but only if and so far as the glass is not more specifically Insured

but excluding:

i) any loss, destruction or damage contributed to or caused by any person lawfully on the Premises

ii) in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule or Folio to be the Excess.

3 Explosion

Explosion.

but excluding in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule or Folio to be the Excess.

4 Aircraft

Aircraft or other aerial devices or articles dropped therefrom.

but excluding in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule or Folio to be the Excess.

5 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 CONSEQUENTIAL LOSS:

i) arising from confiscation, requisition or destruction by order of the government or any public authority

ii) arising from cessation of work

b) in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule or Folio to be the Excess

c) in respect of Sections B1 and B2 CONSEQUENTIAL LOSS or DAMAGE arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

6 Riot and Malicious Persons

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

a) DAMAGE or CONSEQUENTIAL LOSS:

   i) arising from confiscation, requisition or destruction by order of the government or any public authority

   ii) arising from cessation of work

b) as regards DAMAGE other than by fire or explosion directly caused by malicious persons not acting on behalf of or in connection with any political organisation:

   i) DAMAGE by theft or attempted theft

   ii) in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule or Folio to be the Excess

c) in respect of Sections B1 and B2 CONSEQUENTIAL LOSS or DAMAGE arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records programs or software.

7 Earthquake

Earthquake.

but excluding in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule or Folio to be the Excess.

8 Subterranean Fire

Subterranean fire.

but excluding in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule or Folio to be the Excess.

9 Storm

Storm excluding:

a) DAMAGE or CONSEQUENTIAL LOSS caused by:

   i) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam

   ii) inundation from the sea

   whether resulting from storm or otherwise

b) DAMAGE or CONSEQUENTIAL LOSS attributable solely to change in the water table level

c) DAMAGE or CONSEQUENTIAL LOSS caused by frost, subsidence, ground heave or landslip

d) DAMAGE or CONSEQUENTIAL LOSS in respect of movable property in the open, fences and gates

e) in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule or Folio to be the Excess.

10 Storm and Flood

Storm and flood excluding:

a) DAMAGE or CONSEQUENTIAL LOSS attributable solely to change in the water table level other than for an amount not exceeding the amount stated in the Schedule during any one Period of Insurance

b) DAMAGE or CONSEQUENTIAL LOSS caused by frost, subsidence, ground heave or landslip

c) DAMAGE or CONSEQUENTIAL LOSS in respect of movable property in the open, fences and gates

d) in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule or Folio to be the Excess.

11 Escape of Water or Fuel Oil

Escape of water or fuel oil from any tank, apparatus or pipe excluding:

a) DAMAGE or CONSEQUENTIAL LOSS caused by water discharged or leaking from any automatic sprinkler Installation

b) in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule or Folio to be the Excess.

12 Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation in the Premises excluding:

a) DAMAGE or CONSEQUENTIAL LOSS caused by explosion, earthquake, subterranean fire or heat caused by fire

b) in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule or Folio to be the Excess.

13 Impact (Third Party Only)

Impact by any mechanically propelled vehicle or by goods falling therefrom or animal not belonging to or under the control of the Insured or any occupier of the Premises or their respective employees while in the course of their employment but excluding DAMAGE or CONSEQUENTIAL LOSS in respect of property in transit.

but excluding in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule or Folio to be the Excess.

14 Impact

Impact by any mechanically propelled vehicle or by goods falling therefrom or animal but excluding:

a) DAMAGE or CONSEQUENTIAL LOSS in respect of property in transit

b) in respect of Section A in respect of each and every loss caused by DAMAGE by mechanically propelled vehicles or animals belonging to or under the control of the Insured or any occupier of the Premises or their respective employees while in the course of their employment the greater of the amounts stated in the Schedule or Folio to be the Excess.

15 Subsidence

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

a) i) DAMAGE to land insured hereby unless also affecting a Building insured hereby

ii) CONSEQUENTIAL LOSS in respect of land insured hereby unless a building at the same Premises used by the Insured for the purpose of the Business is also damaged thereby

iii) DAMAGE or CONSEQUENTIAL LOSS in respect of outbuildings or garages to Residential Buildings unless the main building is also damaged thereby

b) DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

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) i) DAMAGE

ii) loss resulting from destruction or damage

which originated prior to the inception of this cover

d) DAMAGE or CONSEQUENTIAL LOSS resulting from:

i) demolition, construction, structural alteration or repair of any property

ii) groundworks or excavation

at the same Premises

e) in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule or Folio to be the Excess.

16 All Other Damage

All other accidental damage excluding:

a) DAMAGE or CONSEQUENTIAL LOSS resulting from any:

i) of Covers 1 to 15

ii) of the causes expressly excluded from Covers 1 to 15

whether insured or not

b) DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

i) inherent vice, latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials

ii) faulty or defective workmanship, operational error or omission on the part of the Insured or any of their employees

but this will not exclude subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause which is not otherwise excluded

c) DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:

i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects

ii) change in temperature, colour, texture or finish

DAMAGE or CONSEQUENTIAL LOSS consisting of:

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

iv) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates

v) CONSEQUENTIAL LOSS caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services except where such act is solely for the purpose of safeguarding human life

but this will not exclude:

1) such DAMAGE or CONSEQUENTIAL LOSS which itself results from any accidental loss, destruction or damage not otherwise excluded

2) subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause which is not otherwise excluded

d) DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of acts of fraud or dishonesty but this will not exclude such DAMAGE or CONSEQUENTIAL LOSS if resulting from a cause which is not otherwise excluded

e) DAMAGE caused by or consisting of or CONSEQUENTIAL LOSS arising directly or indirectly from disappearance, unexplained or inventory shortage, misfiling or misplacing of information

f) in respect of Sections B1 and B2 CONSEQUENTIAL LOSS or DAMAGE arising directly or indirectly from erasure, loss, distortion or corruption of information on computer systems or other records, programs or software

g) i) in respect of Section A destruction of or damage to a building or structure caused by its own collapse or cracking

ii) in respect of Sections B1 and B2 loss resulting from destruction of or damage to a building or structure used by the Insured at the Premises caused by its own collapse or cracking

h) in respect of Section A in respect of each and every loss the greater of the amounts stated in the Schedule or Folio to be the Excess.

Clauses applicable to Sections A, B1 and B2

General Clauses

Standard Clauses

The following clauses apply to Section A.

G1 Abortive Costs

The Insurers will pay reasonable costs and expenses incurred by the Insured with the Insurers' prior written consent in abortive repairs, investigations and tests for work not required following DAMAGE for which liability is admitted under this Policy.

G2 Archaeological Discoveries

The Insurers will pay reasonable costs necessarily incurred in consequence of DAMAGE as insured hereby as a direct result of the Insured complying with their statutory obligations following the discovery of archaeological finds during site excavation.

Provided always that:

a) the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence

b) the Insured does not have any pre existing knowledge of the presence of archaeological remains prior to commencement of works.

G3 Architects' Surveyors' Legal and Consulting Engineers' Fees

a) The insurance by each item on Buildings, Landlords' Contents and Office Contents includes an amount in respect of architects', surveyors', legal and consulting engineers' fees ("Fees").

b) The insurance on Fees applies only to those necessarily and reasonably incurred in the reinstatement or repair of Property Insured consequent upon its loss or destruction or damage but not for preparing any claim it being understood that the amount payable under the item will not exceed in total its sum insured.

G4 Business Rates

The Insurers will pay the costs for which the Insured become legally responsible in respect of business rates (National Non-Domestic Rates) in consequence of DAMAGE as insured hereby.

Provided always that:

a) but for such DAMAGE the business rates would not have been payable by the Insured

b) the Insurers' liability will not exceed the amounts stated in the Schedule any one occurrence and in all in any one Period of Insurance

c) the Insurers' liability will only apply to costs incurred during the Indemnity Period as defined in Section B1. For the purpose of this clause 'Maximum Indemnity Period' will mean 36 months.

G5 Clearing of Drains

The Insurers will pay reasonable costs and expenses necessarily incurred in clearing, cleaning and repairing drains, gutters, sewers and the like at the Premises and in the immediate vicinity thereof for which the Insured are responsible in consequence of DAMAGE insured hereby.

The liability of the Insurers under this clause and this Policy in respect of any one item will in no case exceed the sum insured thereby.

G6 Concern for Welfare Costs

The Insurers will pay for DAMAGE caused by the emergency services or persons acting under their control in gaining access to the Buildings as a result of their concern for the welfare of an occupier of the Premises.

Provided always that the Insurers will not be liable for costs incurred following DAMAGE caused by the police in the course of criminal investigations.

G7 Designation

For the purpose of determining where necessary the heading under which any property is insured the Insurers agree to accept the designation under which such property has been entered in the Insured's books.

G8 Dilapidation

In the event that a lessee vacates a property without prior notification to the Insured or their agents solely due to the liquidation or bankruptcy of the lessee or the business of the lessee being placed into administration or receivership the Insurers will pay the reasonable costs incurred in clearing and removing any property of the lessee in or around the Premises.

Provided always that:

a) the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence

b) allowance is made for any subsequent recovery from the lessee.

G9 Eviction of Squatters

The Insurers will pay reasonable costs and expenses necessarily incurred with the Insurers' prior consent to remove or evict squatters from the Buildings.

Provided always that:

a) the Insurers will not be liable for:

   i) fines, penalties, compensation or damages arising in the course of removal or eviction

   ii) occupation of squatters occurring prior to the inception of this cover

b) the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence

c) such loss is not otherwise insured.

G10 Exhibition Equipment

The Insurers will pay for loss or destruction of or damage to exhibition and display models and similar promotional equipment not otherwise insured while at any premises used by the Insured in Great Britain and Northern Ireland.

Provided always that:

a) such loss or damage is caused by an operative Cover

b) the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence.

G11 Fire Extinguishment Expenses

The Insurers will pay the reasonable costs incurred by the Insured in respect of:

a) refilling fire extinguishing appliances

b) recharging gas flooding systems

c) replacing used sprinkler heads

d) refilling sprinkler tanks where costs are metered

e) resetting fire and intruder alarms and closed circuit television systems

f) public fire brigade charges for which the Insured may be assessed

all in consequence of DAMAGE as insured hereby.

G12 Fly Tipping

The Insurers will pay reasonable costs necessarily incurred in clearing and removing any property in consequence of its being illegally deposited in, on or around the Premises.

Provided always that:

a) the Excess stated in the Schedule will apply in respect of each and every loss

b) the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence or in all in any one Period of Insurance.

G13 Index Linking

Where so indicated in the Schedule the sum insured will be adjusted during the Period of Insurance in accordance with fluctuations in suitable indices of cost.

In the event of loss the sum insured will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided that repair or reinstatement is carried out without unreasonable delay.

The premium will remain unchanged during the Period of Insurance but at each renewal the premium will be calculated on the revised sum insured.

G14 Involuntary Betterment

In the event that new property of the like, kind and quality is not obtainable following DAMAGE property which is as similar as possible to that which has sustained DAMAGE and which is capable of performing the same function will be deemed to be new property of the like, kind and quality and will not be considered to be betterment to the Insured.

In the event of replacement with new property the Insurers will pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between:

a) new equipment installed to replace equipment which has sustained DAMAGE

b) undamaged existing equipment at the same or an independent location.

Provided always that such substitution of materials is with the Insurers' prior written consent.

G15 Landscaped Gardens

The Insurers will pay costs and expenses incurred with their consent in making good destruction of or damage to landscaped gardens or grounds at the Premises caused by DAMAGE as insured hereby but excluding:

a) the cost of movement of soil other than as necessary for surface preparation

b) the failure of trees, shrubs or turf to become established following replanting

c) the failure of seeds to germinate.

Provided always that:

i) the Insurers will not be liable for the Excess stated in the Schedule or Folio whichever is the greater in respect of each and every loss arising from DAMAGE caused by Storm, Flood or Malicious Persons (other than by Fire or Explosion) not acting on behalf of or in connection with any political organisation or any other risk falling within Cover 16 – 'All Other Damage'

ii) the Insurers' liability any one occurrence will not exceed the amount stated in the Schedule.

G16 Loss Minimisation and Prevention Expenditure

The Insurers will pay reasonable costs and expenses necessarily incurred by the Insured with the consent of the Insurers for the sole purpose of avoiding or diminishing the amount of a loss following DAMAGE which but for that expenditure would have occurred.

The Insurers' liability any one occurrence will not exceed the amount stated in the Schedule.

G17 Loss of Market Value

It is agreed that:

a) if the Insured elects not to repair or rebuild the Buildings the Insurers will pay to the Insured the reduction in the market value of the Buildings immediately following the DAMAGE but not exceeding:

   i) the amount which would have been payable had the Buildings been repaired or rebuilt

   ii) its sum insured

b) if as a result of DAMAGE insured hereby the Insured are required to rebuild or reinstate the Buildings in a manner different from that immediately before the DAMAGE solely to comply with the Stipulations (as defined in the Supplementary Condition European Community and Public Authorities including Undamaged Property) and as a result there is a reduction in market value thereof the Insurers agree to pay:

   i) the cost of repairing or reinstating the Buildings; and

   ii) a cash settlement representing the reduction in market value; and

   iii) any capital sums payable to any lessees under the terms of the lease or otherwise in consequence of such Stipulations

   so that the total payment made is no greater than the amount stated in the Schedule in excess of the amount that would have been payable had the Buildings been repaired or reinstated in an identical manner to their condition immediately before the DAMAGE or the sum insured whichever is the lesser.

G18 Metered Utilities

The Insurers will pay the costs for which the Insured is responsible in respect of loss of metered water, gas, oil or electricity supplies resulting in consequence of DAMAGE as insured hereby provided always that the amount payable in respect of any one Premises is limited to such excess charges demanded by the supply authority.

G19 Obsolete Building Materials

The Insurers will pay the reasonable additional cost incurred in repair of DAMAGE to materials which given consideration to the knowledge at the time of installation, construction or fitting were deemed fit for purpose but at the date of loss are no longer deemed so with alternative materials currently considered appropriate for purpose.

G20 Personal Possessions

The Insurers will pay for loss, destruction or damage caused by an operative Cover to the personal possessions other than motor vehicles of the Insured's directors, partners, customers or visitors.

Provided always that:

a) they are not otherwise insured

b) the Insurers will not be liable for more than the amount stated in the Schedule any one occurrence.

G21 Public Relations Expenses

The Insurers will pay reasonable costs incurred by the Insured if as a result of loss or destruction of or damage to any Building insured hereby caused by an operative Cover the Insured needs to employ suitable public relations personnel to deal with press and public announcements or other necessary activities but not exceeding the amount stated in the Schedule any one occurrence.

G22 Reinstatement to Match

The Insurers will pay the cost of replacement or modification of undamaged parts of the Buildings that form part of a suite, common design or function where the DAMAGE is restricted to a clearly identifiable area or to a specific part.

Provided always that the Insurers' liability will in no case exceed the amount stated in the Schedule any one occurrence or the amount that would have been payable had the suite, common design or function been wholly destroyed whichever is the lesser.

G23 Removal of Debris

The Insurers will pay costs and expenses necessarily incurred by the Insured with the consent of the Insurers in:

a) removing debris including costs of removal of debris relating to a tenant's contents provided such costs are not recoverable from another source

b) dismantling and/or demolishing and/or shoring or propping up

c) boarding up of windows and doors

d) weatherproofing

of the portion or portions of the Property Insured by the said items destroyed or damaged by any Cover hereby insured.

The Insurers' liability under this clause and this Policy in respect of any item will in no case exceed its sum insured.

The Insurers will not pay for any costs or expenses:

i) incurred in removing debris except from the site of such property destroyed or damaged and from the surface of the area immediately adjacent to such site

ii) arising from pollution or contamination of property not insured by this Policy.

G24 Replacement of Keys and Resetting of Digital Locks

The Insurers will pay reasonable costs and expenses necessarily incurred by the Insured for the replacement of locks or resetting of digital locks following the loss of keys to the Premises from the private residence or person of the Insured or an authorised representative.

Provided always that the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence.

G25 Trace and Access

It is agreed that in the event of DAMAGE resulting from the Escape of Water or Fuel Oil or Sprinkler Leakage if insured hereby this Section includes reasonable costs and expenses necessarily incurred in:

a) locating the source of such DAMAGE

b) the subsequent making good of damage caused as a consequence thereof.

Provided always that the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence.

G26 Tree Felling or Lopping

The Insurers will pay reasonable costs and expenses necessarily incurred in felling, lopping and removing trees for which the Insured are legally responsible and which are an immediate threat to the safety of life or property.

Provided always that the Insurers will not be liable:

a) for legal or local authority costs involved in removing trees

b) for costs incurred solely to comply with a Preservation Order

c) for the costs incurred in respect of routine maintenance.

The Insurers' liability will not exceed the amounts stated in the Schedule any one occurrence and in all in any one Period of Insurance.

G27 Tree Removal

The Insurers will pay reasonable costs and expenses necessarily incurred in removing fallen trees and branches from the Premises resulting from any of the Covers insured hereby.

Provided always that the Insurers' liability will not exceed the amounts stated in the Schedule any one occurrence and in all in any one Period of Insurance.

G28 Unauthorised use of Electricity, Gas, Oil, Water or Telecommunications

The Insurers will pay the cost of metered electricity, gas, oil, water or telecommunications for which the Insured are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the Premises without the Insured's authority provided always that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered.

Provided always that the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence.

G29 Upgrading Sprinkler Installations

The Insurers will pay the additional costs incurred following loss or destruction of or damage to the automatic sprinkler installation at the Premises by any Cover insured hereby in the event that on repair or reinstatement thereof the Insurers require the installation to conform to the Loss Prevention Council Rules for Automatic Sprinkler Installations current at that time.

It is agreed that the total amount recoverable under any item of this Section will not exceed its sum insured.

The following clauses apply to Section B1 Specification 1.

G30 Alternative Trading

If during the Indemnity Period the Business is conducted elsewhere than at the Premises the money paid or payable to the Insured in respect of such other premises will be brought into account in arriving at the Rent Receivable during the Indemnity Period.

This clause will not apply where the Insured is able to prove that the alternative premises used for this purpose would otherwise have been let to another party. Such proofs to consist of signed lease or licence agreements or similar.

G31 Buildings Awaiting Sale

If at the time of the Incident the Insured have contracted to sell their interest in any Premises and the sale is cancelled or delayed solely in consequence of the Incident the amount payable may at the Insured's option be either:

a) during the period prior to the date upon which but for the Incident the Premises would have been sold the loss of rent being the actual amount of the reduction in the Rent Receivable by the Insured during the Indemnity Period solely in consequence of the Incident

b) during the period commencing with the date upon which but for the Incident the Premises would have been sold and ending with the actual date of sale or with the expiry of the Indemnity Period if earlier the loss in respect of interest being:

   i) the actual interest incurred on capital borrowed solely to offset in whole or in part the loss of use of the sale proceeds for the purpose of financing the Business

   ii) the investment interest lost to the Insured on any balance of the sale proceeds after deduction of any capital borrowed as provided for under paragraph i) above

less any amount receivable in respect of rent.

This clause also covers with the consent of the Insurers additional expenditure being the reasonable expenditure necessarily incurred during the Indemnity Period in consequence of the Incident solely to avoid or minimise the loss payable under a) and b) above.

G32 Cost of Re-letting
The Insurers will pay reasonable costs and expenses necessarily incurred with their consent during the Indemnity Period in re-letting the Premises including legal fees in connection with the re-letting solely in consequence of the Incident.

G33 Loss of Investment Income on Late Payment
Where following an Incident the Insurers are making a payment in respect of Rent Receivable and the payment to the Insured by the Insurers is made later than the date upon which the Insured would normally expect to receive such rent from the lessee the Insurers will pay a further sum representing the interest which the Insured would have earned by placing the money in their normal deposit account on the earlier date.

G34 New Business
For the purpose of any claim arising from an Incident occurring before the completion of the first year's trading of the Business at the Premises the term 'Standard Rent Receivable' will bear the following meaning and not as within stated:

Standard Rent Receivable – The proportional equivalent for a period equal to the Indemnity Period of the Rent Receivable realised during the period between the commencement of the Business and the date of the Incident.

Adjustments will be made as may be necessary to provide for:

a) the trend of the Business; and

b) variations in or other circumstances affecting the Business

whether before or after the Incident or which would have affected the Business had the Incident not occurred so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

G35 Payments on Account
Payments on account may be made during the Indemnity Period if required by the Insured subject to any necessary adjustments at the end of the Indemnity Period.

G36 Renewal
The Insured will prior to each renewal provide the Insurers with the Estimated Rent Receivable for the financial year most nearly concurrent with the ensuing year of insurance.

G37 Rent Free Periods
If at the date of the Incident the Premises are subject to a rent free period concession under the terms of the lease the Indemnity Period will be adjusted by adding the unexpired portion of the rent free period to the Maximum Indemnity Period.

The following clause applies to Sections A and B1.

G38 Seventy Two Hour Clause
It is agreed that all losses arising separately out of one event of Storm and Flood or Earthquake if insured hereby occurring within each and every separate period of 72 hours during the currency of this Section will be deemed to be one occurrence in determining the application of any deductible or Excess amount applicable hereunder.

The following clauses apply to Sections A, B1 and B2.

G39 Automatic Reinstatement of Loss
In the absence of written notice by the Insurers or the Insured to the contrary within 30 days of notification to the Insurers of the DAMAGE or loss the insurance hereby will not be reduced by the amount of any loss in consideration of which the Insured will pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance provided that the Insured will where applicable take immediate steps to effect such additions to or variations in the protection of the Property Insured as the Insurers may require.

G40 Professional Accountants
Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurers under the Claims Procedure Condition of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their reports will be prima facie evidence of the particulars and details to which such reports relate.

The Insurers will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or any other proofs, information or evidence as may be required by the Insurers under the terms of the Claims Procedure Condition of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided always that the sum of the amount payable under this clause and the amount otherwise payable under this Policy will in no case exceed the Sum Insured or the Insurers limit of liability as stated.

Optional Clauses

The following clauses apply to Section A but only if stated in the Schedule to be operative.

G41 Loss of Licence

If due to a reason beyond the Insured's power or control the Licence is revoked, suspended or forfeited under the provisions of the legislation governing such Licences the Insurers will pay the depreciation in value of the Insured's interest in the Premises and reasonable costs and expenses incurred by the Insured with the Insurers' written consent for any appeal.

Provided always that:

a) the Insurers will not be liable in the event that revocation, suspension or forfeiture arises directly or indirectly from any:

   i) compulsory purchase order or improvement or redevelopment of the area by any local authority

   ii) alteration of the legislation affecting the grant, suspension, surrender or forfeiture of licences

b) the Insurers will not be liable if the Insured are entitled to obtain compensation under the provisions of any legislation

c) the Insured must notify the Insurers as soon as reasonably possible and give the Insurers all the assistance that may reasonably be required as soon as the Insured learn of any:

   i) complaint against the Premises or its control

   ii) proceedings against or conviction of the licence holder, designated premises supervisor, manager, tenant or occupier of the Premises for any breach of the licensing legislation or any matter whereby the character or reputation of the person concerned is affected or called in question with regard to their honesty, moral standing or sobriety

   iii) change in tenancy or management of the Premises

   iv) transfer or proposed transfer of the Licence

   v) alteration in the purpose for which the Premises are used

   vi) application for review or other circumstances which may endanger the Licence

d) the Insurers' liability will not exceed the amount stated in the Schedule.

G42 Money and Personal Accident (Malicious Attack)

a) The Insurers will pay for:

   i) physical loss of or damage to Money occurring within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands in accordance with the details stated in the Schedule

   ii) loss of or damage to:

      1) safes or strongrooms which normally contain Money caused by theft

      2) any case, bag or waistcoat when such is used for the carriage of Money

      3) franking machines the property of the Insured or for which they are responsible caused by theft

   Provided always that:

   1) the dishonest acts of any person in the employ or service of the Insured will not be covered unless discovered within 14 days of the actual occurrence thereof

   2) the Insurers will not be liable in respect of clerical or accounting errors

   3) the Insurers will only be liable for Money in the custody or control of a security company if the Insured is unable to recover such loss under the terms of a contract

   4) the Insurers will not be liable for loss from a safe or strongroom unless all keys or combination codes to such safe or strongroom are removed from the Premises or kept upon the person of the Insured or an authorised employee

5) whenever an office, room or area in which a safe or strongroom containing Money is situated becomes unattended such safe or strongroom is securely locked

6) the Insured will keep a complete account of all Money in transit and on the Premises and will keep such record in a secure place other than in a safe or strongroom containing Money

7) the Insurers' liability will not exceed the applicable Limit of Liability as stated in the Schedule.

b) If while engaged in the Insured's business any person (hereafter the Assured) sustains Bodily Injury arising from malicious attack or assault or attempt thereat by any person stealing or attempting to steal Money insured by this Policy then the Insurers will reimburse the Insured in respect of payment to the Assured or their legal personal representative as the case may require of the sum or sums set out in the table of benefits detailed in the Schedule.

Benefits:

1 Death

2 Loss of Limb(s) and/or Loss of Eye(s)

3 Permanent total inability to attend to any occupation or business

4 Temporary total inability to attend to Usual Occupation or business

Provided always that:

i) no benefit will be payable until the entire amount thereof has been ascertained and agreed

ii) the Insurers will not be liable under benefit 4 to pay for a longer period than 104 weeks in respect of any one accident

iii) if the Insurers are satisfied that the inability is permanent benefit 3 will become payable when benefit 4 is exhausted. The Insurers will not otherwise be liable to pay more than one benefit in respect of the same accident. In no case will more than one benefit be payable in respect of the same period of time

iv) benefit will only be payable provided death or loss occurs or disablement commences within 24 months of the date of injury.

If the Assured as a result of a malicious attack or assault or attempt thereat sustains loss or damage to clothing or personal effects the Insurers will indemnify the Insured in respect of payment made to the Assured to the extent of the loss or damage so sustained but not exceeding in respect of any one such Assured the sum of £250.

The following clause applies to Sections A, B1 and B2 but only if stated in the Schedule to be operative.

G43 Munitions of War

General Exclusion 3 Nuclear and War Risks, Government or Public Authority and Sonic Bangs will not apply to DAMAGE or CONSEQUENTIAL LOSS occasioned by the detonation of munitions of war or parts thereof within 1000 metres of the Premises provided always that the presence of such munitions does not result from a state of war current at the time of detonation.

Adaptation Clauses (Green issues and climate change)

Standard Clauses

The following clauses apply to Section A.

A1 Energy Performance and Sustainable Buildings

The insurance under each item on Buildings includes:

a) the additional cost of reinstatement incurred with the Insurers' prior written consent to comply with the recommendations made under any current Energy Performance Certificate in respect of the lost, destroyed or damaged Property Insured

b) the additional cost of reinstatement incurred with the Insurers' prior written consent to reinstate the lost, destroyed or damaged property to a standard above the minimum required under the prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent Energy Performance Certificate assessment

c) the reasonable additional cost of reinstatement incurred with the Insurers' prior written consent arising from the use of alternative materials or sources of materials in accordance with the principles of the BRE Environmental and Sustainability Standard.

Provided always that:

i) the Insurers will not be liable for any undamaged portions of the Property Insured

ii) the Insurers will not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of the works funded by the application of this clause

iii) the Insurers will not be liable for the cost incurred in complying with prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament of bye-laws of any public authority under which notice has been served upon the Insured prior to the happening of the DAMAGE

iv) if the liability of the Insurers under any item of this Policy other than this clause is reduced by the application of any of the terms and conditions of this Policy then the liability of the Insurers under this clause in respect of any such item will be reduced in like proportion

v) the Insurers' liability under this clause in respect of any one occurrence and in total in any one Period of Insurance will not exceed the amount stated in the Schedule.

A2 Debris Recycling

In the event of loss or destruction of or damage to Property Insured – Buildings by an operative Cover the insurance under this Section includes additional expenses incurred with the Insurers' prior written consent to sort, segregate and transport recyclable debris of the damaged Building to recycling facilities.

Provided always that:

a) the liability of the Insurers under this clause in respect of any one occurrence is limited to 25% of the total amount paid or payable by the Insurers under the Removal of Debris clause in connection with the same occurrence

b) the Insurers will not be liable for the first 10% of all costs otherwise payable under this clause.

Adaptation Clauses (Green issues and climate change)

Optional Clauses

The following clauses apply to Section A but only if stated in the Schedule to be operative.

A3 A) Storm and Flood – Resilience

In the event of loss or destruction of or damage to Property Insured – Buildings by an operative Cover the insurance in respect of such Property Insured includes the additional costs of reinstatement incurred with the Insurers' prior written consent in:

a) utilisation of materials with improved water resilience

b) the relocation within the same building of replacement landlords' fixtures and fittings insured under this Policy to an area of reduced exposure to loss or damage by water arising from Storm and Flood.

B) Storm and Flood – Protection

In the event of loss or destruction of or damage to Property Insured – Buildings caused by Storm or Flood if insured hereby the insurance in respect of such Property Insured includes the additional costs of reinstatement incurred with the Insurers' prior written consent in the utilisation of PAS 1188 (or similar or replacement standard) approved products or other appropriate products methods or schemes including specialist consultant fees for the purposes of providing protection against future DAMAGE by:

a) Flood

b) the escape of water from the normal confines of or the backing-up of drains and sewers

c) inundation from water run-off from adjacent land.

C) Incombustible Reinstatement

In the event of loss or destruction of or damage to Property Insured – Buildings by an operative Cover the insurance in respect of such Property Insured includes the additional costs of reinstatement incurred with the Insurers' prior written consent in utilising alternative materials that are incombustible or are Loss Prevention Council approved.

Provided always in respect of A), B) and C) that:

i) the Insurers will not be liable for:

1) any undamaged portions of the Property Insured

2) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof of the works funded by the application of this clause

3) the cost incurred in complying with prevailing European Community or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon the Insured prior to the happening of the DAMAGE

4) the cost of any improvements scheduled by the Insured to take place at the Premises prior to the happening of the DAMAGE

5) the first 10% of all costs otherwise payable under the terms of this clause

ii) no payment beyond the amount that would have been payable in the absence of this clause will be made:

1) unless reinstatement commences and proceeds without unreasonable delay and in any case must be commenced within 12 months of the date of the DAMAGE or within such further time as the Insurers may allow during the said 12 months

2) until the cost of reinstatement has actually been incurred

iii) the total amount recoverable under A), B) and C) combined will not exceed:

1) in respect of any one occurrence an amount equivalent to 100% of the actual amount paid or payable by the Insurers to reinstate the DAMAGE to the said Buildings in the absence of this clause or the amount stated in the Schedule whichever is the lesser. This amount is payable in addition to the sum insured by the item on Buildings at the Premises where DAMAGE occurred

2) in respect of all losses in any one Period of Insurance the amount stated in the Schedule.

Contingent Cover Clauses

Standard Clauses

C1 Non-Aggregation Clause

In respect of the following clauses C3, C5, C8, C9, C10, C11 and C12:

a) should there be in force any other insurance providing cover against such claim then the liability of the Insurers will be limited to its rateable proportion of such claims and the limit of liability detailed herein will be reduced in like proportion

b) should there be a single incident of loss, destruction or damage for which the Insured is entitled to claim indemnity under more than one Contingent Cover Clause the Insurers' liability under each clause will not aggregate but will be restricted in total to that detailed under the applicable clause with the highest limit.

The following clauses apply to Section A.

C2 Bailor's Goods

The Insurers will pay for loss or destruction of or damage to goods in the custody and control of the Insured and for which the Insured are legally liable as bailor while situate within the Premises in so far as such goods are not otherwise insured.

Provided always that the Insurers will not be liable:

a) in respect of loss by theft or any attempt thereat of gold, silver, precious stones, precious metals, bullion, furs, curiosities, works of art, rare books, audio visual goods, computer equipment, cameras, jewellery or money

b) in respect of unaccountable losses

c) unless a signed inventory is issued to the tenant or lessee as soon as a repossession takes place.

The Insurers' liability will not exceed the amount stated in the Schedule any one occurrence.

C3 Diminution in Value

Where following loss or destruction of or damage to Buildings or to third party buildings in the vicinity of the Premises there is a subsequent reduction in sale price achieved on such Premises offered for sale on the open market prior to DAMAGE the insurance by this Section insures the difference in prior and post DAMAGE value.

The amount payable will be substantiated by a practising member of the Royal Institution of Chartered Surveyors whose appointment will be agreed by the Insured and Insurers and due allowance will be taken of all other sums recovered in respect of DAMAGE under the insurance and from any other source.

Provided always that the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence and in all in any one Period of Insurance.

C4 Other Premises

Any Landlords' Contents, Office Contents and landlords' fixtures and fittings insured hereby are covered while temporarily removed to any other premises in the occupation of the Insured in Great Britain and Northern Ireland.

Provided always that:

a) they are not otherwise insured

b) the Insurers' liability will not exceed the amount stated in the Schedule any one occurrence.

C5 Privity of Contract

The Insurers will subject to the Special Conditions stated below pay all such sums as the Insured will become legally liable to pay and will pay as indemnity to any tenant in respect of the repair or reinstatement of premises previously owned but which are no longer the property of the Insured and where the current owner has failed to maintain adequate insurance cover.

Special Conditions

1 The insurance by this clause will not contribute in respect of any more particular insurance effected by the new owner, tenants or sub-tenants.

2 The Insured will take all reasonable and appropriate steps to obtain release from their liabilities under the covenants to insure such property on its disposal.

3 This clause will only be effective if the Insurers are the sole provider of Buildings Insurance in respect of the Insured's properties owned in connection with the Business as defined in the Schedule and where the Insured have an obligation to arrange such insurance.

Provided always that the Insurers' liability under this clause will not exceed the amount stated in the Schedule any one occurrence or in all in any one Period of Insurance.

C6 Temporary Removal

The property insured by Section A is also covered while temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in Great Britain and Northern Ireland.

Provided always that:

a) the liability of the Insurers any one occurrence will not exceed the amount stated in the Schedule or the sum insured by the relevant item whichever is the lesser

b) this clause does not apply to property in so far as it is otherwise insured.

C7 Value Added Tax

The insurance by each item on Buildings includes Value Added Tax paid by the Insured which is not subsequently recoverable.

Provided always that:

a) i) the Insured's liability for such tax arises solely as a result of the reinstatement or repair of the Buildings to which such items relate following DAMAGE

ii) the Insurers have paid or have agreed to pay for such DAMAGE

iii) if any payment made by the Insurers in respect of the reinstatement or repair of such DAMAGE is less than the actual cost of the reinstatement or repair any payment under this clause resulting from that DAMAGE will be reduced in like proportion

iv) where a building has not been registered for Value Added Tax the sum insured advised to the Insurers will include an appropriate allowance for Value Added Tax

b) the Insured's liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the destroyed or damaged building

c) where an option to reinstate on another site is exercised the Insurers' liability under this clause will not exceed the amount of tax that would have been payable had the building been rebuilt on its original site

d) the Insurers' liability under this clause will not include amounts payable by the Insured as penalties or interest for non-payment or late payment of tax.

Notes

1 For the purposes of any Condition of Average (Underinsurance) rebuilding costs will be exclusive of Value Added Tax.

2 The liability of the Insurers may exceed the sum insured by an item or in the whole the Total sum insured where such excess is solely in respect of Value Added Tax.

3 All the terms and conditions of this Policy except in so far as they are varied hereby will apply as if they had been incorporated herein.

The following clauses apply to Sections A and B1.

C8 Automatic Cover from Exchange

If at the time of its loss, destruction or damage the Insured have contracted to purchase any building and the purchase has not been but is thereafter completed the location of such building will be deemed to be a Premises under Sections A and B1 until completion but only in circumstances where either:

a) the Insured's interest in any such building is not covered by any other insurance

b) the Insured's interest is covered by any other insurance but only to the extent that any other insurance on such building is more restrictive in cover or limits and where the Insurers will be liable for any difference between any other insurance and this Policy.

Provided always that:

i) the Insurers' liability at any one situation will not exceed the amount stated in the Schedule

ii) the Insured undertake to give particulars of such extension of cover as soon as reasonably practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Insurers' liability.

C9 Capital Additions

a) Section A includes alterations, additions and improvements to Buildings, Landlords' Contents and Office Contents insured hereby but not in respect of any appreciation in value

b) Specification 1 of Section B1 includes Rent Receivable:

   i) of the aforesaid Buildings

   ii) of existing Buildings which are newly let but where Rent Receivable has not been previously insured

where such alterations, additions, improvements and lettings are made during the current Period of Insurance.

Provided always that:

i) at any one situation this cover will not exceed the amount stated in the Schedule

ii) the Insured undertakes to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Insurers' liability

iii) the provisions of this clause will be fully maintained notwithstanding any specific insurance effected under ii) above.

C10 Failure of Third Party Insurances

Section A includes Buildings and Specification 1 to Section B1 includes Rent Receivable at the Premises defined below for the amount of such loss, destruction or damage to such Buildings or such loss of Rent Receivable in accordance with the terms, conditions, exclusions, provisions and definitions of this Policy but only to the extent that the lessee or freeholder is unable to recover such an amount equivalent to that which could be payable under this Policy if the lessee or freeholder were the Insured as a result of:

a) the lessee or freeholder having failed to arrange or maintain insurance to comply with the terms of the lease

b) the lessee or freeholder having failed to insure for an adequate amount whether the amount insured had been approved by the Insured or not

but excluding any payments in respect of loss, destruction or damage or loss of Rent Receivable that the Insured recovers or is able to recover from any other party.

Provided always that:

i) the Insurers' liability will not exceed the amount stated in the Schedule any one Premises

ii) no amount will be recoverable:

   1) due to the operation of any Excess or deductible under any more specific insurance

   2) where the lessee or freeholder's policy fails due to the breach of any condition or warranty contained within the lessee or freeholder's policy as a result of the action of the Insured

   3) due to the failure of the lessee or freeholder to make or pursue a legitimate insurance claim

   4) unless the Insured carry out at not less than annual intervals a check of all properties owned by them or leased by them and for which they are responsible to ensure that effective insurance is in force for such properties

iii) for the purposes of this clause 'Premises' will mean all properties of the Insured anywhere in the United Kingdom which are leased to or by them but not specifically insured or referred to elsewhere under this Policy and where the lessee or freeholder is responsible for arranging insurance under the terms of a lease with the Insured.

Special Conditions Applicable to this Clause

1 The Insurers will not be liable in respect of Rent Receivable unless the Building to which the Rent Receivable relates be so damaged as to be rendered unfit for occupation and then only for such proportion of the rent payable as may be equivalent to the period necessary for reinstating the destruction or damage sustained but not exceeding 36 months.

2 This clause will only take effect if the Insurers are the sole provider of Buildings Insurance in respect of the Insured's properties owned in connection with the Business as defined in the Schedule and where the Insured have an obligation to arrange such insurance.

C11 Inadvertent Omission to Insure

Section A includes Buildings in Great Britain and Northern Ireland and Specification 1 to Section B1 includes Rent Receivable in respect thereof whereby the Insured have an obligation to insure whether the Buildings are owned by or on lease to them or in which they are interested as mortgagees but which have inadvertently been left uninsured.

Provided always that:

a) the liability of the Insurers in no case exceeds the amount stated in the Schedule any one occurrence

b) the Insured will give notice in writing to the Insurers immediately they become aware of an omission to insure and will pay the appropriate premium from the date upon which the insurance of the property became the Insured's responsibility

c) the Insured will carry out at not less than annual intervals a check of all properties owned by them or leased by them and for which they are responsible to ensure that effective insurance is in force for such properties

d) this clause will only be effective if the Insurers are the sole provider of Buildings Insurance in respect of the Insured's properties owned in connection with the Business as defined in the Schedule and where the Insured have an obligation to arrange such insurance.

C12 New Acquisitions

a) Section A includes any newly acquired or constructed Buildings, Landlords' Contents and Office Contents in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in so far as the same are not otherwise insured

b) Specification 1 of Section B1 includes Rent Receivable of the aforesaid Buildings

where such acquisition or construction occurs during the current Period of Insurance.

Provided always that:

i) at any one situation this cover will not exceed the amount stated in the Schedule

ii) the Insured undertakes to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Insurers' liability

iii) the provisions of this clause will be fully maintained notwithstanding any specific insurance effected under ii) above.

Contract Works Clauses

Standard Clauses

The following clauses apply to Sections A and B1.

CW1 Contract All Risks

In respect of refurbishment work and extensions to existing structures only Sections A and Specification 1 to Section B1 include DAMAGE or CONSEQUENTIAL LOSS in respect of property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection.

Provided always that this clause will not apply:

a) where the contract value exceeds the amount stated in the Schedule

b) where more specific insurance is in force.

CW2 Contractors' Interest

Where the Insured is required to effect insurance on the Buildings in the joint names of themselves and the contractor 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 the amount stated in the Schedule being advised to the Insurers and an additional premium being paid as appropriate.

CW3 Workmen

Workmen are allowed to work in the Buildings for the purposes of effecting any repairs, minor additions and alterations or decorations without prejudice to this insurance.

CW4 Buildings Awaiting Demolition

In respect of all properties:

a) scheduled for demolition

b) Unoccupied and in such a poor state of repair as to render the Premises economically unviable to put back into use

cover will be restricted to the Covers of Fire, Aircraft and Explosion only and will be restricted to the costs and expenses necessarily incurred with the consent of the Insurers in removing debris of the portion or portions of the Premises following their DAMAGE.

The Insurers will not pay for any costs or expenses:

i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site

ii) arising from pollution or contamination of property not insured by this Policy.

The Insurers will only be liable for such costs and expenses in excess of those which would have been payable had the DAMAGE not occurred.

Interested Parties Clauses

Standard Clauses

The following clauses apply to Section A.

I1 Contracting Purchaser's Interest

If at the time of DAMAGE the Insured have contracted to sell their interest in any Building hereby insured and the purchase has not been but is thereafter completed the purchaser on completion of the purchase if and so far as the property is not otherwise insured against such DAMAGE by them or on their behalf will be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or the Insurers until completion.

I2 Hire Agreement

It is agreed that the interest of owners of hired in equipment are noted at the request of the Insured. The Insured undertake to declare the names, nature and extent of such interests at the time of the DAMAGE.

The following clauses apply to Sections A, B1 and B2.

I3 Mortgagees and Lessors

Any increase in the risk of DAMAGE or CONSEQUENTIAL LOSS resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any Buildings insured by this Policy will not prejudice the interest of any mortgagee, freeholder or lessor provided always that such increase in risk is without their prior knowledge or authority and the Insurers are notified immediately they become aware of such increase in risk and the Insured pay an appropriate additional premium if required.

I4 Non-Invalidation

The insurance under Sections A, B1 and B2 will not be invalidated by any act or omission or by any alteration whereby the risk of DAMAGE or CONSEQUENTIAL LOSS is increased unknown to or beyond the control of the Insured provided always that the Insured immediately they become aware thereof gives notice to the Insurers and pay an appropriate additional premium if required.

I5 Other Interests

It is agreed that the interest of various lessees, freeholders, mortgagees or debenture holders in this insurance are noted at the request of the Insured. The Insured undertake to declare the names, nature and extent of such interests at the time of the DAMAGE.

I6 Subrogation Waiver

In the event of a claim arising under Sections A, B1 or B2 the Insurers agree to waive any rights, remedies or relief to which they might become entitled by subrogation against any tenant or lessee in respect of DAMAGE or CONSEQUENTIAL LOSS to that portion of the Premises in the demise of that tenant or lessee or to those portions of the Premises in which all the tenants have a common interest where the premium has been paid by the tenant or lessee but excluding DAMAGE or CONSEQUENTIAL LOSS arising out of the tenant's or lessee's gross negligence or as a result of the tenant's or lessee's wilful act or recklessness.

Optional Clauses

The following clauses apply to Sections A and B1 but only if stated in the Schedule to be operative.

I7 Cancellation – Lender's Interest

The Insurers agree that they will not cancel the Policy in respect of the interest of a lender as a result of non-payment of premium without first giving the lender 30 days written notice.

Provided always that:

a) the lender's details have been provided to the Insurers and are correct and current at the time of cancellation

b) the Insurers have been requested to provide such notice prior to such non-payment

c) during the notice period cover will be restricted to the extent of the lender's interest.

I8 Composite Insured (Non-Vitiation)

Where any party or parties are noted as being Composite Insured in the Schedule then any non-disclosure, misrepresentation or failure to comply with Policy terms and conditions on their part or on the part of the Insured will not prejudice the rights of the other party or parties provided that the other party or parties will immediately on becoming aware of such non-disclosure, misrepresentation or failure to comply with Policy conditions give notice in writing to the Insurers.

I9 First Loss Payee

It is agreed that in the event of any loss under Sections A or B1 where the total amount payable by the Insurers exceeds the value stated in the Schedule all payments except professional fees and other disbursements will be payable to the First Loss Payee detailed in the Schedule.

I10 Managing Agents

In the event of a claim arising under Sections A or B1 the Insurers agree to waive any rights, remedies or relief to which they might become entitled by subrogation against a managing agent if acting solely in the capacity as managing agent in respect of the insured property but excluding DAMAGE or CONSEQUENTIAL LOSS arising out of the managing agent's gross negligence, wilful act or recklessness.

Legal Contingencies Clause

Optional Clause

The following clause applies to Section A but only if stated in the Schedule to be operative.

L1 Legal Contingencies

The Insurers will indemnify the Insured in respect of the following losses sustained as a result of one or more of the Legal Contingencies:

a) all sums which the Insured become legally liable to pay under a Court Order or Enforcement Action or with the Insurers' prior written consent in any action or proceedings brought against them based upon an Adverse Right, Restrictive Covenant, Chancel Repair Liability, issue of a Notice or to prevent the Insured's use of an Easement including costs and expenses awarded against the Insured

b) all sums paid with the Insurers' prior written consent to free any Premises from an Adverse Right, Restrictive Covenant and/or Chancel Repair Liability and/or to purchase an Easement, or purchase or create an alternative comparable easement

c) the difference at the date of a Court Order or the Insurers' prior written consent that the Adverse Right or Restrictive Covenant is enforceable against the Insured between:

   i) the market value of the Premises on the assumption that the Adverse Right or Restrictive Covenant is unenforceable; and

   ii) the market value of the Premises subject to the Adverse Right or Restrictive Covenant

   to the extent that it is held to be enforceable by a Court Order or with the Insurers' prior written consent. Such value to be determined by a surveyor appointed by agreement between the Insurers and the Insured or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors

d) the difference at the date of a Court Order or the Insurers' prior written consent that the Insured should stop using an Easement between:

   i) the market value of the Premises on the assumption that the Premises has the benefit of the Easement; and

   ii) the market value of the Premises without the benefit of the Easement but taking into account any comparable alternative easement that has been purchased or created

   such value to be determined by a surveyor appointed by agreement between the Insurers and the Insured or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors

e) the difference between:

   i) the market value of the Premises on the assumption that the Chancel Repair Liability is unenforceable; and

   ii) the market value of the Premises immediately following a payment by the Insured towards the cost of repairs of a church chancel under Chancel Repair Liability either following a Court Order or with the Insurers' prior written consent

   such value to be determined by a surveyor appointed by agreement between the Insurers and the Insured or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors

f) the difference in:

   i) the market value of the Premises calculated on the assumption that the Works are not in breach of planning and/or building control regulations; and

   ii) the market value of the Premises calculated following Enforcement Action prohibiting the Works or compliance with the Notice with the Insurers' prior written consent

   such adverse difference in market value to be calculated at the date of compliance with the Notice and will be determined by a surveyor appointed by agreement between the Insurers and the Insured or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors

g) the cost of altering, demolishing or reinstating all or any part of the Premises including any part of any building or other structure on it if required by a Court Order or Enforcement Action or carried out with the Insurers' prior written consent

h) costs and expenses incurred by the Insured with the Insurers' prior written consent in taking or defending any action at law or otherwise

i) all other costs and expenses including out of court settlement costs incurred by the Insured with the Insurers' prior written consent.

Provided always that:

i) the Insurers will not pay for any loss caused by the Insured or any persons authorised by the Insured or acting on the Insured's behalf:

   1) communicating about an Adverse Right, Chancel Repair Liability or Restrictive Covenant with any person who the Insured believes may be entitled to enforce it

   2) making an application to a Court or the Lands Tribunal regarding an Adverse Right, Chancel Repair Liability, Restrictive Covenant or Easement without the Insurers' prior written consent

   3) communicating about the absence of the Insured's legal right to use an Easement with any person who the Insured believes is likely to be entitled to prevent it

   4) failing to pay a reasonable proportion of the costs of maintaining or repairing an Easement

   5) obstructing an Easement

   6) undertaking works consisting of an alteration to the nature of the surface of an access way over land registered as Common Land or a Town or Village Green

   7) inducing either wholly or partly by or through any wilful act or neglect any step action or proceedings by any third party likely to give rise to a claim under this Legal Contingencies clause

ii) the Insurers will not pay for any loss arising from:

   1) any rights which were being exercised by any other person on, over or under the Premises at the Commencement of Cover

   2) any Chancel Repair Liability recorded or referred to on the Insured's title to the Premises at the Commencement of Cover

   3) any Chancel Repair Liability recorded in the Record of Ascertainments which the Insured had Knowledge of at the Commencement of Cover

   4) any Chancel Repair Liability affecting any Premises with an area exceeding 3 acres

   5) leasehold covenants, terms and provisions

   6) any third party claim in respect of any Restrictive Covenant, Adverse Right or Easement concerning any building or structure or any alteration, addition or extension less than 12 months old at the date of the Commencement of Cover or any use of any Premises of a continuous duration of less than the 12 months immediately prior to the Commencement of Cover and which has not continued thereafter until the date of any third party claim

7) any dispute or adverse claim concerning an Adverse Right, breach of Restrictive Covenant, Easement, Works or Chancel Repair Liability of which the Insured had Knowledge prior to the Commencement of Cover

8) any Enforcement Action relating to a building which was a listed building at the Commencement of Cover

9) Works in respect of which any application for planning permission or building regulations consent has been refused before the Commencement of Cover

10) any planning enforcement, contravention or breach of condition notice issued prior to the Commencement of Cover

11) the Insured initiating any communication with the local planning or building control authority in respect of the unlawfulness or potential unlawfulness of the Works either before or after the Commencement of Cover

12) mining and the extraction of minerals

13) a Defect in Title consisting of the Insured's Good Leasehold title to any Premises if such lease was less than 15 years old at the Commencement of Cover unless such lease is granted out of a head lease which is more than 15 years old at the Commencement of Cover

14) a Defect in Title consisting of any lease, financial charge or mortgage which was noted on the Insured's Land Registry title to Premises at the Commencement of Cover

15) any Premises situated other than in England or Wales

iii) the Insurers will not be liable if the Insured discloses (or authorises anyone acting on their behalf to disclose) the cover provided by this Legal Contingencies clause to any third party other than the Insured's professional advisors

iv) the liability of the Insurers will not exceed the amount stated in the Schedule in respect of any one loss and in all in any one Period of Insurance.

Special Conditions Applicable to this Clause

1 Individual Policy Option

If during any Period of Insurance the Insured discovers the existence of any Adverse Right, Chancel Repair Liability, breach of Restrictive Covenant or planning or building regulations including FENSA or Easement indemnity in respect of which would be provided under this Policy in the event of an adverse claim the Insurers hereby agree if requested by the Insured during such Period of Insurance to issue an individual policy providing indemnity in respect of the said matter.

Provided always that:

a) such request is made and the policy is required in connection with a Transaction; and

b) the Insured has not made a claim under this Policy in respect of such matter nor is aware of any circumstances that may lead to such a claim.

The individual policy will be issued on the following basis:

i) without payment of additional premium

ii) for a limit of indemnity equal to the estimated market value of the affected Premises but no greater than the amount stated in the Schedule in respect of any one loss under this Legal Contingencies clause

iii) indemnity to be provided in perpetuity except for Chancel Repair Liability cover for which the Period of Insurance will be 30 years

iv) for the benefit of the Insured and any other person having a freehold, commonhold or leasehold interest in the Premises (including their successors in title) and any mortgagee or charge of such interest

v) otherwise in accordance with the Insurers' standard policy form for that class of insurance.

2 Mitigation of Loss

Before the Insurers make any payment under this clause (except the payment of any costs and expenses incurred by the Insured with the Insurers' prior written consent or sums which the Insured becomes legally liable to pay) the Insured agrees at the Insurers' expense to take or permit to be taken on the Insured's behalf and to cooperate with and assist the Insurers or any person appointed by the Insurers to take all reasonable steps to mitigate loss.

Residential Buildings Clauses

Standard Clauses

The following clauses apply to Section A.

R1 Alternative Accommodation and Loss of Rent

In the event of any DAMAGE as insured hereby resulting in a Residential Building or residential portion of a Commercial Building insured hereby being uninhabitable or access being prevented to such property Section A includes for each dwelling:

a) Rent Receivable as defined in Section B1; or

b) the reasonable additional cost of comparable accommodation incurred by the lessee or owner for any resident including pets which normally live in the Building; or

c) a cash allowance not exceeding 25% of the amount payable under b) above

until the said property is habitable or accessible.

Provided always that the Insurers' liability in respect of the total payments for all dwellings within the Premises will not exceed the percentage stated in the Schedule of the sum insured applicable to the Residential Building or residential portion of the Commercial Building concerned during any one Period of Insurance.

R2 Removal of Nests

Section A includes the cost of removing wasps or bees' nests and vermin from Residential Buildings.

Provided always that the Insurers:

a) will not be liable for more than the amount stated in the Schedule any one claim

b) will not be liable for the cost of removing nests or infestations already in the Buildings before the inception of this insurance.

The following clauses apply to Sections A and B1.

R3 Illegal Cultivation of Drugs

In the event of any loss, destruction, damage, cost or expense as insured hereby resulting from the Illegal cultivation of drugs in a Residential Building or a residential portion of a Commercial Building by a tenant, lessee or licensee of the Insured it is a condition precedent to any liability of the Insurers to make payment under this Policy that the Insured have:

a) carried out comprehensive internal and external surveys of the Premises at least every 3 months prior to the DAMAGE and maintained a written log of such inspections

b) obtained written references for the tenant prior to the letting proceeding

c) recorded details of the tenant's bank account details and verified same by collecting at least one payment via such means.

R4 Persons Lawfully on the Premises

In respect of Residential Premises or residential portions of Commercial Premises loss, destruction, damage, cost or expense resulting from the Covers of:

a) Theft

b) Riot and Malicious Persons

caused or perpetrated by persons lawfully on the Premises is excluded.

Conditions applicable to Sections A, B1 and B2

The following condition applies to Section A only.

1 Condition of Average (Underinsurance)

The sum insured by each item other than those applying solely to Fees, Rent or Removal of Debris and in respect of each separate property insured is declared to be separately subject to Average.

Where a sum insured is declared subject to Average if such sum is at the commencement of any DAMAGE less than the value of the property covered within such sum insured the amount payable by the Insurers in respect of such DAMAGE will be proportionately reduced.

This condition will not apply provided that the Insured have carried out regular valuations utilising qualified RICS (Royal Institution of Chartered Surveyors) members at intervals of not more than 3 years and:

a) where necessary increased the sums insured to at least the amount stated in the valuation; and

b) made appropriate allowance in sums insured for inflationary increases in the period between valuations.

For the avoidance of doubt solely in respect of the application of average to any item under this Policy clause c) iii) of the Fair Presentation of the Risk Condition will not apply.

The following conditions apply to Sections A, B1 and B2.

2 Security Requirements

In respect of Buildings occupied by the Insured or for which the security is the direct responsibility of the Insured or their agents or in respect of any empty or disused Buildings it is a condition precedent to any liability of the Insurers to make payment under this Policy that:

a) any additional protection required by the Insurers will be fitted in accordance with their requirements and together with all other devices for the protection of the Property Insured will be kept in good order and put into full and effective operation whenever the Premises are closed for business to customers or callers or are unattended

b) all keys including duplicate keys relative to the security of a portion of the Premises or to any safe or strongroom containing Property Insured will be removed from that portion of the Premises whenever they are closed for business or left unattended.

3 Unoccupied Buildings

A Commercial Buildings

In respect of any Commercial Building that is wholly or partly Unoccupied:

a) the Excess applicable in respect of DAMAGE caused by Malicious Persons, Storm, Flood, Escape of Water or Fuel Oil, Sprinkler Leakage or Theft if insured will be £500 or the Excess stated in the Schedule or Folio whichever is the higher

b) it is a condition precedent to any liability of the Insurers to make payment under this Policy for DAMAGE occurring 14 days or more from the date the Insured became aware of the unoccupancy that at the happening of the DAMAGE:

i) the Insured has previously notified the Insurers of the unoccupancy; and

ii) all gas and electrical services within the Unoccupied area except electrical circuits required to maintain any fire or intruder alarm system have been isolated; and

iii) the water system to the Unoccupied portion of the building is either isolated and completely drained or its central heating systems have been set at a minimum temperature of 5 degrees Celsius during the period 1st October to 1st April each year; and

iv) where sprinkler systems are installed and water supplies must be maintained heating is being maintained at a minimum temperature of 5 degrees Celsius; and

v) the letter box and other unprotected apertures to the Unoccupied portion of the building have been permanently sealed; and

vi) all combustible contents and waste from within the Unoccupied portion of the building and yard areas belonging to it have been removed; and

vii) the Unoccupied portion of the building has been secured against unlawful entry by closing and locking its doors and windows and setting all its security and alarm systems; and

viii) the Unoccupied portion of the building is subject to a programme of comprehensive internal and external inspections undertaken by an authorised representative of the Insured to ensure continuing compliance with the other terms of this condition. Inspections to commence within the initial 14 days following the Insured becoming aware the property is Unoccupied and to continue at intervals not exceeding 7 days thereafter. Inspection results are to be recorded and retained at a separate location during the period of unoccupancy; and

ix) any new accumulations of combustible materials including but not limited to junk mail found during such inspections are immediately removed; and

x) that the Insured has notified the Insurers within 7 days in the event of damage or unauthorised entry to the Unoccupied area becoming evident or known to the Insured or their authorised representative.

This Condition 3 A will not however apply in respect of multi tenanted buildings exclusively designed for and in use for retail and office purposes where access to the various units is gained via a common entrance and where less than 20% of the building is Unoccupied.

B **Residential Buildings in Respect of Buildings with less than 6 Dwellings**
In respect of that part of a Residential Building that has become Unoccupied for 45 consecutive days ('the Unoccupied area'):

a) the Excess applicable to the Unoccupied area in respect of DAMAGE caused by Malicious Persons, Storm, Flood, Escape of Water or Fuel Oil, Sprinkler Leakage or Theft if insured will then be £500 or the Excess stated in the Schedule or Folio whichever is the higher

b) it is a condition precedent to any liability of the Insurers to make payment under this Policy for DAMAGE in respect of the Unoccupied area occurring 45 days or more from the date the Insured became aware of the unoccupancy that at the happening of the DAMAGE:

i) the Insured has previously notified the Insurers of the unoccupancy and the date on which the Insured became aware of it; and

ii) all gas and electrical services within the Unoccupied area except electrical circuits required to maintain any fire or intruder alarm system have been isolated; and

iii) the water system within the Unoccupied area is either isolated and completely drained or its central heating systems have been set at a minimum temperature of 5 degrees Celsius during the period 1st October to 1st April each year; and

iv) where sprinkler systems are installed and water supplies must be maintained heating is being maintained at a minimum temperature of 5 degrees Celsius; and

v) the Unoccupied area's letter box and other unprotected apertures have been permanently sealed; and

vi) all combustible contents and waste from within the Unoccupied area of the building and yard areas belonging to it have been removed; and

vii) the Unoccupied area has been secured against unlawful entry by closing and locking its doors and windows and setting all its security and alarm systems; and

viii) the Unoccupied area is subject to a programme of comprehensive internal and external inspections undertaken by an authorised representative of the Insured to ensure continuing compliance with the other terms of this condition. Inspection to commence within the initial 45 days following the Insured becoming aware the property is Unoccupied and to continue at intervals not exceeding 14 days thereafter. Inspection results to be recorded and retained at a separate location during the period of unoccupancy; and

ix) any new accumulations of combustible materials including but not limited to junk mail found during such inspections are immediately removed; and

x) that the Insured has notified the Insurers within 7 days in the event of damage or unauthorised entry to the Unoccupied area becoming evident or known to the Insured or their authorised representative.

This Condition 3 B will only apply in respect of Residential Buildings comprising 5 or less dwellings.

C Residential Buildings in Respect of Buildings with 6 or more Dwellings

In respect of that part of a Residential Building that has become Unoccupied for 45 consecutive days ('the Unoccupied area'):

a) the Excess applicable to the Unoccupied area in respect of DAMAGE caused by Malicious Persons, Storm, Flood, Escape of Water or Fuel Oil, Sprinkler Leakage or Theft if insured will then be £500 or the Excess stated in the Schedule or Folio whichever is the higher

b) it is a condition precedent to any liability of the Insurers to make payment under this Policy for DAMAGE in respect of the Unoccupied area occurring 45 days or more from the date the Insured became aware of the unoccupancy that at the happening of the DAMAGE:

i) the Insured has previously notified the Insurers of the unoccupancy and the date on which the Insured became aware of it; and

ii) all gas and electrical services within the Unoccupied area except electrical circuits required to maintain any fire or intruder alarm system have been isolated; and

iii) the water system within the Unoccupied area is either isolated and completely drained or its central heating systems have been set at a minimum temperature of 5 degrees Celsius during the period 1st October to 1st April each year; and

iv) where sprinkler systems are installed and water supplies must be maintained heating is being maintained at a minimum temperature of 5 degrees Celsius; and

v) the Unoccupied area's letter box and other unprotected apertures have been permanently sealed; and

vi) all combustible contents and waste from within the Unoccupied area of the building and yard areas belonging to it have been removed; and

vii) the Unoccupied area has been secured against unlawful entry by closing and locking its doors and windows and setting all its security and alarm systems; and

viii) the Unoccupied area is subject to a programme of comprehensive internal and external inspections undertaken by an authorised representative of the Insured to ensure continuing compliance with the other terms of this condition. Inspection to commence within the initial 45 days following the Insured becoming aware the property is Unoccupied and to continue at intervals not exceeding 14 days thereafter. Inspection results to be recorded and retained at a separate location during the period of unoccupancy; and

ix) any new accumulations of combustible materials including but not limited to junk mail found during such inspections are immediately removed; and

x) that the Insured has notified the Insurers within 7 days in the event of damage or unauthorised entry to the Unoccupied area becoming evident or known to the Insured or their authorised representative.

This Condition 3 C will only apply to Residential Buildings comprising 6 or more dwellings and where 20% or more of the whole is Unoccupied.

The Insurers reserve the right to further amend the premium or other terms and conditions of this Policy (including the requirement for additional risk improvement measures the Insurers consider essential) in respect of the affected Premises at the time unoccupancy is notified to the Insurers.

The Insured will be under no obligation to accept any revised terms the Insurers apply beyond those detailed in A, B and C above but in the event of refusal the Insurers may invoke General Condition 2 – Cancellation.

Exclusions applicable to Sections A, B1 and B2

Sections A, B1 and B2 do not cover:

1 Consequential Loss
in respect of Section A consequential loss of any kind or description except as provided for under clause R1 – Alternative Accommodation and Loss of Rent

2 Contract Works or Property More Specifically Insured
loss, destruction, damage, cost or expense in respect of:

a) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection other than as specifically allowed for under the Contract All Risks clause

b) property more specifically insured

3 Land

a) in respect of Section A:

any loss or destruction of or damage to land

b) in respect of Section B1:

loss, cost or expense caused by loss or destruction of or damage to land

other than for an amount of any loss of less than the amount stated in the Schedule in total in respect of land to a depth of up to one metre the Insured's own or for which they are responsible within the perimeter of the Premises

4 Northern Ireland Civil Commotion
in respect of Northern Ireland loss, destruction, damage, cost or expense occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion and except in respect of DAMAGE or CONSEQUENTIAL LOSS by fire or explosion strikers, locked out workers or persons taking part in labour disturbances or malicious persons

5 Pollution or Contamination

a) in respect of Section A:

loss or destruction or damage caused by pollution or contamination but this will not exclude destruction of or damage to Property Insured not otherwise excluded caused by:

i) pollution or contamination which itself results from any of Covers 1 to 15 inclusive hereby insured against

ii) any of Covers 1 to 15 inclusive hereby insured against which itself results from pollution or contamination

iii) where Cover 16 – All Other Damage is operative sudden, identifiable, unintended and unexpected pollution or contamination

b) in respect of Sections B1 and B2:

loss resulting from pollution or contamination but this will not exclude loss resulting from destruction of or damage to property used by the Insured at the Premises for the purpose of the Business not otherwise excluded caused by:

i) pollution or contamination which itself results from any of Covers 1 to 15 inclusive hereby insured against

ii) any of Covers 1 to 15 inclusive hereby insured against which itself results from pollution or contamination

iii) where Cover 16 – All Other Damage is operative sudden, identifiable, unintended and unexpected pollution or contamination at the Premises

subject to a limit of liability in respect of a) iii) and b) iii) in any one Period of Insurance of £25,000

6 Riot or Civil Commotion
loss, destruction, damage, cost or expense occasioned by riot or civil commotion unless this Cover is specified in the Schedule and then only to the extent stated

7 Terrorism

loss, destruction, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with Terrorism.

In any action or suit or other proceedings where the Insurers allege that by reason of this Exclusion cover is not provided under this Policy the burden of proving that cover is provided under this Policy will be upon the Insured.

For the purposes of this Exclusion 'Terrorism' will mean:

a) in respect of any occurrence in England including the Channel Tunnel up to the frontier with the republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

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

b) in respect of any occurrence elsewhere than as described in a) above:

   any act or preparation in respect of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

   i) involves violence against one or more persons

   ii) involves damage to property

   iii) endangers life other than that of the person committing the action

   iv) creates a risk to health or safety of the public or a section of the public

   v) is designed to interfere with or to disrupt an electronic system

c) any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in a) or b) above

8 Virus or Similar Mechanism, Hacking or Denial of Service Attack

a) loss or destruction of or damage to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not where such loss or destruction of or damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

b) loss, cost or expense directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack

but this will not exclude DAMAGE or CONSEQUENTIAL LOSS which results from Covers 1 to 15 inclusive applicable to Sections A, B1 and B2 hereby insured but excluding the acts of malicious persons which do not involve physical force or violence.

Terrorism Buy Back Cover applicable to Sections A, B1 and B2

The following Terrorism Buy Back Cover applies to Sections A, B1 and B2 but only if indicated in the Schedule to be operative.

Definitions Applicable to Terrorism Buy Back Cover

Act of Terrorism
Any 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Computer System
A computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

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

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 the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Hacking
Unauthorised access to any Computer System whether the property of the Insured or not.

Phishing
Any access or attempted access to Data made by means of misrepresentation or deception.

Virus or Similar Mechanism
Program code, programming instruction or any set of instructions intentionally constructed with the ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor Computer Systems, Data or operations, whether involving self-replication or not.

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

The Cover

In consideration of the payment of the Terrorism Premium and its Insurance Premium Tax in respect of the Period of Insurance:

A. in the event that:

a) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been an Act of Terrorism; or

b) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and that refusal is reversed by the decision of a validly constituted tribunal

the Insurer shall by this Terrorism Buy Back Cover provide cover for accidental loss of or damage to material property (hereafter referred to as 'Damage') and consequential loss proximately caused by such Act of Terrorism in so far and to the extent that such Damage and consequential loss is insured under the Policy.

Provided always that:

1) such Damage or consequential loss occurs in England, including the Channel Tunnel up to the frontier with the Republic of France as set out in the Treaty of Canterbury 1986, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987

2) in any action, suit or other proceedings where the Insurers allege that any Damage or consequential loss is not covered by this Terrorism Buy Back Cover the burden of proving that such Damage or consequential loss is covered will fall upon the Insured

3) the insurance effected by this Terrorism Buy Back Cover excludes:

A) any losses whatsoever:

a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

i) damage to or the destruction of any Computer System; or

ii) any alteration, modification, distortion, erasure or corruption of Data

in each case whether the property of the Insured or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism, Hacking, Phishing or Denial of Service Attack

Proviso to exclusion 3) A) b)

save that Covered Loss otherwise falling within this exclusion 3) A) b) will not be treated as excluded by exclusion 3) A) b) solely to the extent that such Covered Loss:

i) results directly (or, solely as regards ii) 3) below, indirectly) from 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; and

ii) comprises:

1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured; or

2) the amount of business interruption loss suffered directly by the Insured by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured to which access is affected; or

3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish such loss

and

iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state

iv) for the purposes of this Proviso:

1) the meaning of 'Property' shall exclude:

A) any money (including Money), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and

B) any Data

2) 'Covered Loss' means all losses arising as a result of damage to or the destruction of Property insured, the proximate cause of which is an Act of Terrorism

v) notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under this Terrorism Buy Back Cover.

In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Terrorism Buy Back Cover

B) any type of property which has been specifically excluded in the Policy

C) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor

4) save for the exclusions listed in 3) above no other exclusions in this Policy will apply to the insurance effected by part A. of this Terrorism Buy Back Cover. All the other terms, definitions and conditions of this Policy including but not limited to any Excess or deductible to be borne by the Insured will apply to the insurance effected by part A. of this Terrorism Buy Back Cover except for:

A) any Long Term Undertaking applying to this Policy

B) any terms in this Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance

C) any extension of the meaning of the term 'Premises' in this Policy to include locations outside England and Wales and Scotland.

B. In the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence happening in the territories described in paragraph A. proviso 1) above to have been an Act of Terrorism and such refusal is upheld by the decision of a validly constituted tribunal this Terrorism Buy Back Cover will delete any Terrorism Exclusion in the Policy in respect of such event or occurrence.

Provided always that in respect of B. above all other terms, definitions, exclusions, provisions and conditions of the Policy will apply.

Section C – Property Owners' Liability

The Insurers agree to indemnify the Insured during the Period of Insurance in respect of all sums which the Insured may become legally liable to pay as compensation for subject to the terms, limitations and conditions of this Policy:

Public Liability

a) accidental Personal Injury to any person other than an Employee where such Personal Injury arises out of and in the course of the employment

b) accidental loss of or accidental damage to material property

c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, or accidental interference with any right of air, light, water or way

d) unlawful detention, imprisonment or arrest

occurring during the Period of Insurance within the Territorial Limits in connection with the Business.

The liability of the Insurers under Public Liability for all compensation payable by the Insured to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause will not exceed the Limit(s) of Liability stated in the Schedule.

Exclusions Applicable to Public Liability

The indemnity granted by Public Liability will not apply to or include:

1 Defective Work

loss of or damage to that part of any property upon which the Insured or any servant or agent of the Insured is or has been working where the loss or damage is the direct result of such work

2 Motor

liability arising from the ownership or possession or use by or on behalf of the Insured of any mechanically propelled vehicle or mobile plant:

a) which is licensed for road use

b) for which compulsory motor insurance or security is required

c) which is more specifically insured.

Provided always that this Exclusion will not apply in respect of:

i) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant

ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required

iii) the unauthorised movement on the Insured's Premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required

3 Products

liability arising from Products after they have ceased to be in the custody or control of the Insured other than food or beverages for consumption on the Premises of the Insured or at any other premises where the Insured is carrying on the Business

4 Property Damage

the first part of compensation payable as stated in the Schedule for loss of or damage to material property in respect of any one occurrence or all occurrences of a series arising out of one original cause provided always that the Insured will indemnify the Insurers in respect of any such amount for which the Insurers have made payment

5 Property Owned or Held in Trust
loss of or damage to property belonging to the Insured or held in trust by or borrowed, rented, leased or hired for the use by the Insured but this Exclusion will not apply to:

a) the personal effects including vehicles and their contents of directors, Employees and visitors

b) buildings or their contents temporarily occupied by the Insured for the purpose of carrying out work therein or thereon

c) premises or fixtures and fittings therein hired, rented, leased or lent to the Insured other than such loss or damage if liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement

6 Vessels and Craft
liability arising from the ownership or possession or use by or on behalf of the Insured of craft designed to travel through air or space, hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.

7 Waking Watch
liability arising directly or indirectly from the use of or reliance upon any waking watch system undertaken by any tenant, member of a residents' association or right to manage company.

Products Liability

a) Accidental Personal Injury to any person other than an Employee where such Personal Injury arises out of and in the course of the employment

b) accidental loss of or accidental damage to material property

occurring within the Territorial Limits during the Period of Insurance and caused by Products.

The liability of the Insurers for all compensation payable by the Insured under Products Liability in respect of all such Personal Injury and such loss of or damage to material property occurring during any one Period of Insurance will not exceed the Limit(s) of Liability stated in the Schedule.

Exclusions Applicable to Products Liability

The indemnity granted by Products Liability will not apply to or include:

1 Aircraft Products
liability arising from any Products which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

2 Custody or Control
liability arising from any Products in the custody or control of the Insured

3 Exports to the USA or Canada
liability arising from any Products which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada

4 Replacing, Repairing or Guaranteeing Products
replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any Products.

Exclusions Applicable to the Whole of Section C

The indemnity granted by Section C will not apply to or include:

1 Asbestos
liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing asbestos, asbestos fibres or derivatives

2 Cyber
liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

This Exclusion is not applicable to the indemnity provided by Extension 7 of this Section

For the purpose of this Exclusion the following definition will apply:

'Data' will mean:

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

3 Foreign Operations
any associated or subsidiary company of the Insured or branch office or representative of the Insured with power of attorney domiciled elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

4 Liquidated or Punitive Damages
a) liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement

b) aggravated, exemplary, vindictive or punitive damages awarded by any court of law outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

5 Professional Advice
liability arising out of professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged.

Extensions Applicable to Section C
The insurance by this Section includes the following Extensions.

Provided always that:

a) these Extensions are subject to the terms and conditions of this Policy in so far as they can apply

b) the total liability of the Insurers to pay compensation will not exceed the Limit(s) of Liability stated in the Schedule (or any other limit otherwise stated).

1 Additional Benefit
The Insurers will pay the costs incurred with their consent for:

a) representation at any coroner's inquest or fatal injury inquiry in respect of any death

b) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this Section.

2 Consumer Protection Act 1987 and Food Safety Act 1990 – Legal Defence Costs
The Insurers will indemnify the Insured or at the request of the Insured any director of the Insured or Employee against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of:

a) Part II of the Consumer Protection Act 1987

b) Food Safety Act 1990 or any regulations made thereunder

committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings.

Provided always that:

i) the criminal proceedings relate to an offence committed in the course of the Business and which relates to any event involving Personal Injury or loss of or damage to material property which is or may be the subject of indemnity under this Section

ii) this Extension will apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

iii) the Insurers will not be liable under this Extension:

1) where the Insured, director or Employee is insured by any other policy of insurance

2) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, director or Employee

3) in respect of legal costs and expenses which the Insured, director or Employee may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or Employee

4) in respect of fines or penalties

5) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined

6) unless the Insurers have the sole conduct and control of all claims

iv) the Insured, director or Employee will give to the Insurers immediate notice of any summons or other process served upon the Insured, director or Employee and of any event that may give rise to proceedings against the Insured, director or Employee.

3 Contingent Motor Liability (Non-Owned Vehicles)

The Insurers will indemnify the Insured named in the Schedule and no other for the purpose of this Extension in respect of legal liability for accidental Personal Injury to any person and/or accidental loss of or accidental damage to material property arising out of the use of any motor vehicle not the property of nor provided by the Insured and being used in connection with the Business.

Provided always that the Insurers will not be liable under this Extension:

a) in respect of loss of or damage to such vehicle or to goods conveyed therein or thereon

b) for accidental Personal Injury to any person and/or accidental loss of or accidental damage to material property arising while such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or their representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

c) in respect of liability more specifically insured under any other insurance

d) in respect of liability arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

4 Corporate Manslaughter

The Insurers will indemnify the Insured in respect of legal costs and expenses incurred with the Insurers' prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the Business and which relates to any event involving Personal Injury which is or may be the subject of indemnity under this Section.

Provided always that:

a) the Insurers' liability under this Extension will not exceed £5,000,000 in any one Period of Insurance or the Limit of Liability stated in the Schedule whichever is the lesser. This limit will form part of and not be in addition to the Limit of Liability stated in the Schedule

b) this Extension will apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

c) the Insurers must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured

d) the Insured will give to the Insurers immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this Extension

e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

f) the Insurers will be under no liability:

i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge

ii) in respect of fines or penalties of any kind

iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:

1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder

2) the Food Safety Act 1990 or any regulations made thereunder

3) the Consumer Protection Act 1987 or any regulations made thereunder

iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance

g) where the Insurers have already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this Section of this Policy the amount paid under that clause will be taken into account in arriving at the Insurers' liability payable under this Extension.

5 Court Attendance Costs

In the event of any of the under-mentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurers will provide compensation to the Insured at the daily rates stated in the Schedule for each day on which attendance is required:

a) any director or partner of the Insured

b) any Employee.

6 Cross Liabilities

Where this Policy is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate policy had been issued to each of them.

7 Data Protection

The Insurers will indemnify the Insured for legal costs and expenses incurred with the Insurers' prior consent, and all sums the Insured is required to pay as damages to an individual arising from proceedings brought against the Insured under:

a) Sections 168 and 169 of the Data Protection Act 2018

b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Provided always that:

i) the Insurers shall not be liable under this Extension for:

1) fines, penalties, liquidated, punitive or exemplary damages

2) the costs of notifying any person regarding loss of personal data

3) the cost of replacing, reinstating, rectifying or erasing any personal data

4) any deliberate or intentional criminal act or omission giving rise to any claim under this Extension committed by the Insured

ii) the liability of the Insurers under this Extension shall not exceed the amount stated in the Schedule in any one Period of Insurance.

8 Defective Premises Act 1972

The Insurers will indemnify the Insured against liability at law incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the Insured.

Provided always that the Insurers will not be liable under this Extension:

a) for the cost of remedying any defect or alleged defect in the said premises

b) in respect of liability more specifically insured under any other insurance.

9 Environmental Clean up Costs

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

Provided always that:

a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place

b) the Insurers' liability under this Extension will not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the Insurers will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Liability stated in the Schedule

c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

d) the Insurers will be under no liability:

i) in respect of Clean Up Costs for damage to the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control

ii) for damage connected with pre-existing contaminated property

iii) for damage caused by a succession of several events where such individual event would not warrant immediate action

iv) in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control

v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences

vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident

vii) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns

viii) in respect of costs for the reinstatement or reintroduction of flora or fauna

ix) for damage caused deliberately or intentionally by the Insured or where they have knowingly deviated from environmental protection rulings or where the Insured has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible

x) in respect of fines or penalties of any kind

xi) for damage caused by the ownership or operation on behalf of the Insured of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water

xii) for damage which is covered by a more specific insurance policy

xiii) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed

xiv) for damage caused by disease in animals belonging to or kept or sold by the Insured.

For the purposes of this Extension the following definitions will apply:

'Clean Up Costs' will mean:

a) testing for or monitoring of Pollution or Contamination

b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

'Remediation' will mean remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

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

'Pollution or Contamination' will mean:

a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

b) all loss or damage or Personal Injury directly or indirectly caused by such pollution or contamination.

10 Health and Safety at Work etc. Act 1974 Legal Defence Costs

The Insurers will indemnify the Insured and at the request of the Insured any director of the Insured or Employee against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder committed or alleged to have been committed during the Period of Insurance and which relates to any event arising in the course of the Business involving Personal Injury which is or may be the subject of indemnity under this Section including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings.

Provided always that the Insurers will not be liable under this Extension in respect of fines or penalties or any kind or the costs of appeal against Improvement or Prohibition notices.

11 Indemnity to Directors and Employees

In the event of any claim in respect of which the Insured named in the Schedule hereto would be entitled to receive indemnity under this Policy being brought or made against:

a) any director of the Insured or Employee

b) any officer, member or Employee of the Insured's social, sports or welfare organisations or first aid, fire or ambulance services

the Insurers will indemnify such person if the Insured so requests against such claim and any costs, charges and expenses in respect thereof.

Provided always that:

i) such person is not entitled to indemnity under any other insurance

ii) such person will as though they were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy

iii) the Insurers will not be liable under this Extension unless the Insurers have the sole conduct and control of all claims.

12 Indemnity to Principal

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

13 Legal Costs

In addition to the indemnity provided by Section C the Insurers will indemnify the Insured in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurers.

14 Legionella

It is agreed that paragraphs a) and b) of the Pollution clause will not apply to any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

All Pollution and Contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like will be deemed to have occurred on the date that the Insured first becomes aware of circumstances which have given rise to such Pollution or Contamination.

This Section will not apply to any claim arising from Pollution or Contamination:

a) which arises out of or as a consequence of any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like if before the current Period of Insurance the Insured had become aware of circumstances which have or may give rise to such Pollution or Contamination

b) if the Insured is at the time of loss in breach of their statutory obligations in respect of the maintenance and cleaning of such equipment.

The liability of the Insurers for all compensation payable in respect of all Pollution and Contamination including the indemnity provided by this Extension which is deemed to have occurred during the Period of Insurance will not exceed the amount stated in the Schedule in the aggregate.

Provided always that the total liability of the Insurers to pay compensation will not exceed the Limit(s) of Liability.

For the purpose of this Extension 'Pollution or Contamination' will mean:

i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

ii) all loss or damage or Personal Injury directly or indirectly caused by such pollution or contamination.

15 Libel and Slander

The indemnity provided by Public Liability to this Section extends to indemnify the Insured in respect of legal liability to pay compensation and claimants costs and expenses in respect of claims made against the Insured during the Period of Insurance arising from any act of libel or slander committed or uttered in good faith by the Insured during the Period of Insurance in the course of the Business.

Provided always that:

a) the indemnity granted by this Extension will apply solely to the Insured's in-house and trade publications

b) the liability of the Insurers under this Extension will not exceed the amount stated in the Schedule in any one Period of Insurance.

16 Personal Liability Overseas

This Policy applies to the personal liability of any director of the Insured or Employee or any member of the family of such director or Employee while accompanying such director or Employee during temporary visits anywhere in the world in connection with the Business.

Provided always that:

a) this Extension will not apply to:

   i) legal liability arising directly or indirectly from:

      1) any agreement or contract unless liability would have existed otherwise

      2) the ownership or occupation of land or buildings

      3) the carrying on of any trade or profession

      4) the ownership, possession or use of firearms other than sporting guns, mechanically propelled vehicles, craft designed to travel through air or space, hovercraft, watercraft or animals of a dangerous species

   ii) damage to property owned or held in trust by any director or Employee or any member of the family of such director or Employee

   iii) liability more specifically insured under any other insurance

   iv) legal liability for accidental Personal Injury to any member of the family of any director or Employee or to any Employee of any director or Employee or any member of the family of such director or Employee

b) any person indemnified under this Extension will as though they were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy

c) the Insurers will not be liable under this Extension unless the Insurers have the sole conduct and control of all claims

d) the total liability of the Insurers under this Extension to pay compensation will not exceed the Limit(s) of Liability.

17 Personal Representatives

In the event of the death of the Insured the indemnity provided by this Policy will apply to any personal representative of the Insured in respect of liability incurred by the Insured provided always that such personal representative will as though they were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy.

18 Valet Parking

The Insurers will indemnify the Insured named in the Schedule and no other for the purpose of this Extension in respect of legal liability for accidental Personal Injury to any person and/or accidental loss of or accidental damage to material property arising out of the use of any motor vehicle not the property of nor provided by the Insured in consequence of their provision of a valet parking service.

Provided always that the Insurers will not be liable under this Extension:

a) in respect of loss of or damage to such vehicle or to goods conveyed therein or thereon

b) for accidental Personal Injury to any person and/or accidental loss of or accidental damage to material property arising while such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or his representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

c) in respect of liability more specifically insured under any other insurance

d) in respect of liability arising outside the Territorial Limits

e) where such motor vehicle is being used in circumstances that require compulsory motor insurance.

Optional Extensions

The following Extensions apply only if stated in the Schedule to be operative.

19 Financial Loss

This Section extends to indemnify the Insured in respect of:

a) all sums which the Insured become liable in tort to pay as compensation and claimants' costs and expenses incurred in connection therewith in respect of claims for Financial Loss first made in writing against the Insured arising out of the Business and notified to the Insurers during or within 30 days of expiry of the same Period of Insurance

b) costs and expenses in connection with the defence of such claim for compensation incurred with the Insurers' written consent.

For the purposes of this Extension 'Financial Loss' means a pecuniary loss, cost or expense incurred by any person other than the Insured or a director of the Insured or Employee as a result of:

i) defect in Products

ii) work carried out negligently by or on behalf of the Insured.

Provided always that:

1) the liability of the Insurers under this Extension will not exceed the sum stated in the Schedule in any one Period of Insurance

2) in respect of any claim for which indemnity is provided by this Extension the Insured will pay the first part of any such claim as stated in the Schedule

3) the indemnity granted by Extension 6 – Cross Liabilities – will not apply to this Extension

4) this Extension is subject otherwise to the terms, conditions, limitations and exclusions of the Policy in so far as they can apply and also to the following exclusions:

   A) the cost of replacing, reinstating, rectifying, repairing, removing, recalling, improving or guaranteeing the performance of Products or any work carried out by or on behalf of the Insured

   B) any claim for diminution in value of Products or any work to which this Extension applies

   C) liability arising from libel, slander, infringement of patent, copyright, trademark or trade name, breach of anti-trust laws

   D) liability arising from any act of fraud or dishonesty

   E) liability arising from non-performance, non-completion, delay, financial default or insolvency

   F) liability arising out of professional advice or professional negligence

   G) liability arising from a deliberate act or omission of the Insured where the Financial Loss could reasonably have been foreseen by the insured having regard to the nature and circumstances of such act or omission

   H) liability arising out of any circumstances known to the Insured at the inception of this Extension

   I) liability:

      a) which attaches by virtue of a contract, agreement, warranty, collateral warranty or guarantee

      b) in tort including negligence or breach of statutory duty to any person with whom the Insured has contracted where such liability arises under contract except where such liability is wider or more extensive than the Insured's contractual liability to such persons

   J) liability arising from Products knowingly exported from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or work carried out by or on behalf of the Insured outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

   K) liability arising from Personal Injury or loss of or damage to material property or obstruction, trespass, nuisance or interference with pedestrian, road, rail, air or waterborne traffic

   L) liability arising out of or in connection with the Data Protection Act 2018 or Regulation (EU) 2016/679 (General Data Protection Regulation).

20 Managing Agent

In the event of any claim arising under Section C in respect of which the Insured named in the Schedule would be entitled to receive indemnity under this Policy being brought or made against a managing agent while acting in their capacity as managing agent for the Insured the Insurers will indemnify such party if the Insured so requests against such claim and any costs, charges and expenses in respect thereof.

Provided always that:

a) such party will as though they were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy

b) the Insurers will not be liable under this Extension unless the Insurers have the sole conduct and control of all claims

c) the total liability of the Insurers under this Extension to pay compensation will not exceed the Limit(s) of Liability.

Special Provisions Applicable to Section C

1 Limit of Liability – Terrorism

The Limit of Liability in respect of any claim or claims against or by the Insured arising directly or indirectly from Terrorism will be £5,000,000 or the Limit of Liability as stated in the Schedule whichever is the lesser during any one Period of Insurance.

For the purposes of this clause 'Terrorism' means any act:

a) involving violence against one or more persons

b) involving damage to property

c) endangering a person's life other than that of the person committing the act

d) creating a risk to health and safety of the public or a section of the public

e) designed to interfere with or to disrupt an electronic system

the use or threat of which is made for the purpose of advancing a political, religious or ideological cause and to influence any government de jure or de facto or to intimidate the public or a section of the public.

2 Pollution

This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.

The liability of the Insurers for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance will not exceed the Limit(s) of Liability in the aggregate.

Provided always that the total liability of the Insurers to pay compensation will not exceed the Limit(s) of Liability stated in the Schedule.

For the purposes of this clause 'Pollution or Contamination' will mean:

a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

b) loss or damage or Personal Injury directly or indirectly caused by such pollution or contamination.

Special Conditions Applicable to Section C

1 Discharge of Liability

The Insurers may at any time by the payment to or on behalf of the Insured of the maximum sum payable hereunder in respect of any one occurrence or the balance of such maximum sum should any payments have already been made in respect of claims arising out of the same occurrence or by the payment as aforesaid of the balance of the maximum sum payable hereunder in any one Period of Insurance should the same be less than either of the aforesaid amounts by reason of any payments made in connection with any previous claims together with the amount of any legal costs incurred prior to the time of such payment absolve itself from any further liability whatsoever arising out of or in connection with such occurrences and if the sum payable in respect of any claim or claims occurring in connection with or arising out of any one source or original cause exceeds the sum payable under this Policy the Insured will pay the excess and will also pay such proportion of the law costs payable to any claimants and/or incurred in the defence of any claim or claims in respect of such occurrence as such excess bears to the total sum payable in respect of such occurrence.

2 Use of Heat

It is a condition precedent to the liability of the Insurers under this Section that the following precautions are complied with on each occasion of the use or application of heat as defined below taking place elsewhere than on the Insured's own Premises.

a) Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers.

i) The area in the immediate vicinity of the work including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition must be cleared of all loose combustible material; other combustible material must be covered by sand or overlapping sheets or screens of non-combustible material.

ii) At least 2 adequate and appropriate portable fire extinguishers in proper working order must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected.

iii) A fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.

iv) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.

v) A person must be appointed by the Insured to act as an observer to watch for signs of smoke or smouldering or flames.

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

b) Use of asphalt, bitumen, tar, pitch or lead heaters

The heating must be carried out in the open in a vessel designed for the purpose and if carried out on a roof the vessel must be placed on a non-combustible heat insulating base.

Section D – Employers' Liability

If any Employee sustains any Personal Injury caused during any Period of Insurance and arising out of and in the course of their employment by the Insured in the Business the Insurers will indemnify the Insured against all sums for which the Insured may become legally liable in respect of any claim for damages for such Personal Injury settled or defended with the consent of the Insurers. The Insurers will in addition pay claimants' costs and expenses and be responsible for all costs and expenses incurred with the consent of the Insurers in defending any such claim for damages.

Limit of Liability

The Insurers' liability will not exceed the Limit of Liability stated in the Schedule (other than any limit otherwise stated) and any limit applies in respect of any one claim against or by the Insured or series of claims against or by the Insured arising out of one cause.

The Limit of Liability will be inclusive of:

a) all legal costs and other expenses incurred by any claimant or claimants

b) all legal costs and other expenses incurred in defending any claim or claims.

Where the Insurers agree to indemnify more than one party then nothing in this Section will increase the liability of the Insurers to pay any amount in respect of one claim or series of claims in excess of the amount stated as the Limit of Liability.

Extensions Applicable to Section D

The insurance by this Section includes the following Extensions.

Provided always that:

a) the Insurers will not be liable unless the Insurers have the sole conduct and control of all claims covered by these Extensions

b) these Extensions will not apply to any liability which is covered by any other policy.

1 Corporate Manslaughter

This Section extends to indemnify the Insured in respect of legal costs and expenses incurred with the Insurers' prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge or investigation connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance and which relates to any event arising in the course of the Business involving Personal Injury which is or may be the subject of indemnity under this Section.

Provided always that:

a) the Insurers' liability under this Extension will not exceed £5,000,000 in any one Period of Insurance. This limit will form part of and not be in addition to the Limit of Liability stated in the Schedule

b) this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

c) the Insurers must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured

d) the Insured will give to the Insurers immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this Extension

e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

f) the Insurers will be under no liability:

   i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge

   ii) in respect of fines or penalties of any kind

   iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder

   iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance

g) where the Insurers have already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this Section of this Policy the amount paid under that clause will be taken into account in arriving at the Insurers' liability payable under this Extension.

2 Court Attendance Costs

In the event of any of the under-mentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurers will provide compensation to the Insured at the daily rates stated in the Schedule for each day on which attendance is required:

a) any director or partner of the Insured

b) any Employee.

3 Health and Safety at Work etc. Act 1974

This Section subject to its terms and limitations extends to indemnify the Insured or any director of the Insured or Employee in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the Insurers' consent to act for or on behalf of the Insured or any director or Employee in their defence against criminal charges brought under:

a) Sections 36 or 37 of the Health and Safety at Work Act etc. 1974 in respect of an offence as defined in Section 33 of the said Act

b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order

committed or alleged to have been committed during the Period of Insurance and which relates to any event arising in the course of the Business involving Personal Injury which is or may be the subject of indemnity under this Section including costs of prosecution awarded against such director or Employee or the Insured arising from such proceedings.

Provided always that:

i) this Extension will apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

ii) the Insurers will be under no liability:

1) where the Insured or any director or Employee is insured by any other policy

2) where the criminal charge is in respect of any deliberate or intentional criminal act of the Insured or any director or Employee

3) in respect of legal fees and expenses which the Insured or any director or Employee may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or Employee

4) in respect of fines or penalties of any kind

5) in respect of any proceedings not related to the health, safety or welfare of an Employee

iii) the Insured or any director or Employee will give to the Insurers immediate notice of any summons or other process served upon the Insured or any director or Employee and of any event that may give rise to proceedings against the Insured or any director or Employee.

4 Indemnity to Directors and Employees

Where specifically requested to do so by the Insured the Insurers will indemnify any director of the Insured or Employee in respect of claims made against such director or Employee subject to the terms and limitations of the Section.

5 Indemnity to First Aid and Medical Teams

This Section extends to indemnify any director or Employee while acting as a member of the Insured's first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs to any other Employee resulting from treatment given in connection with any Personal Injury sustained by such person and arising out of and in the course of the employment of such person by the Insured.

6 Indemnity to Principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this Section being brought or made against any public or local authority or other principal the Insurers will indemnify the said public or local authority or other principal against such claim and/or any costs, charges and expenses in respect thereof.

7 Injury to Partner or Proprietor

In respect of Personal Injury to any partner or proprietor named in the Schedule as the Insured the Insurers will deem such person to fall within the definition of Employee.

Provided always that:

a) the Personal Injury arises out of and in the course of the Business

b) the Personal Injury is caused by another partner or Employee working for the Insured in connection with the Business

c) the partner or the proprietor has a valid right of action against the party responsible for such Personal Injury.

8 Solicitors' Fees

The Insurers will also pay solicitors' fees incurred with their consent for:

a) representation at any coroner's inquest or fatal injury inquiry in respect of any death

b) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this Section.

9 Unsatisfied Court Judgments

In the event of a judgment for damages being obtained by any Employee or the personal representatives of any Employee in respect of Personal Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from Premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part 6 months after the date of such judgment the Insurers will pay to the Employee or the personal representative of the Employee at the request of the Insured the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

a) there is no appeal outstanding

b) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee will assign the judgment to the Insurers.

10 Work Overseas

The insurance by this Section will not apply to or include liability in respect of any Personal Injury caused elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but this exclusion will not apply to Employees temporarily employed elsewhere provided that the contract of service or apprenticeship was entered into in the aforesaid countries.

Exclusions Applicable to Section D

1 Motor

This Section does not cover liability for which compulsory motor insurance or security is required under road traffic legislation.

2 Work Offshore

This Section does not indemnify the Insured in respect of any claim for damages for bodily injury or disease caused during any Period of Insurance and sustained by any Employee:

a) on any offshore installation or support or accommodation vessel for any offshore installation

b) in transit to, from or between any offshore installation support or accommodation vessel for any offshore installation.

Special Provision Applicable to Section D

1 Terrorism Restriction

The Limit of Liability payable under this Section in respect of any one claim against or by the Insured or series of claims against or by the Insured arising directly or indirectly from Terrorism will be the amount stated in the Schedule.

For the purposes of this Section 'Terrorism' means any act:

a) involving violence against one or more persons

b) involving damage to property

c) endangering a person's life other than that of the person committing the act

d) creating a risk to health and safety of the public or a section of the public

e) designed to interfere with or to disrupt an electronic system

the use or threat of which is made for the purpose of advancing a political, religious or ideological cause and to influence any government de jure or de facto or to intimidate the public or a section of the public.

Special Condition Applicable to Section D

1 Compulsory Insurance

The Insured must repay the Insurers any amounts which the Insurers are required by compulsory insurance legislation to pay out under this Policy to the extent that the Insurers would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this Policy.

General Exclusions

The following exclusions do not apply to Section D – Employers' liability. Otherwise they apply to the remainder of this Policy except as stated below.

This Policy does not cover:

1 Communicable Diseases

Not applicable to the Terrorism Buy Back Cover applicable to Sections A, B1 and B2

any loss, destruction, 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 the following:

a) a Communicable Disease; or

b) the fear or threat (whether actual or perceived) of a Communicable Disease

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

This exclusion does not however apply to the following:

i) Section B1 – Business Interruption – in respect of and only to the extent of cover expressly stated as being provided under the Extensions titled Legionellosis and Named Diseases, Murder, Suicide or Rape (if operative)

ii) to DAMAGE or CONSEQUENTIAL LOSS which results from a Defined Peril but excluding the acts of malicious persons who maliciously, deliberately or recklessly cause any substance or agent capable of causing a Communicable Disease to come into contact with the premises or property of any person or entity or cause or attempt to cause another person or persons to contract a Communicable Disease

iii) Section C – Property Owners' Liability – in respect of:

1) food or drink poisoning; or

2) Legionnaires' disease under the Extension titled Legionella but only to the extent of cover expressly stated as being provided under the Extension (if operative)

2 Date Related Performance and Functionality

loss, destruction or damage, additional expenditure or extra expenses, legal liability or other fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

a) the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date

b) any Data Processing System responding to or dealing in any way with:

i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates

ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such Data Processing System is the property of the Insured or not but in respect of all insurances other than Public Liability or Products Liability or Contractors' Joint Indemnity this will not exclude subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a Defined Peril

3 Nuclear and War Risks, Government or Public Authority and Sonic Bangs

loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

a) ionising radiations 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, Nuclear Reactor or other explosive nuclear assembly or nuclear component thereof

c) any weapon or device employing atomic 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 but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

e) i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power

ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority

f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

General Conditions

1 Arbitration

If the Insurers admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the Insured and the Insurers in accordance with the law at the time. The Insured may not take any legal action against the Insurers over the dispute before the arbitrator has reached a decision.

2 Cancellation

The Insurers may cancel this Policy or any Section or part thereof by giving 14 days notice in writing by special delivery mail to the Insured at the Insured's last known address and in such event the Insured will be entitled to a return of premium in respect of the unexpired portion of the Period of Insurance unless the Insured has notified or made a claim.

If the Insured has taken out this Policy for purposes which are wholly or mainly unrelated to their trade, business or profession, the Insured may cancel this Policy within 14 days of receiving the Policy or renewal notice by writing to the Insurers and in such event the Insured will be entitled to a return of premium in respect of the unexpired portion of the Period of Insurance unless the Insured has notified or made a claim.

3 Change in Circumstances

The Insured must notify the Insurers as soon as possible during the Period of Insurance if there is any change in circumstances which materially increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the Insurers will be entitled to vary the premium and terms for the rest of the Period of Insurance. If the changes make the risk unacceptable to the Insurers then the Insurers may no longer be able to provide the Insured with cover.

If the Insured does not notify the Insurers of any such change this Policy may be affected in one or more of the following ways depending on what the Insurers would have done had the Insurers known about the change in circumstances:

a) if the Insurers would not have continued to provide the Insured with any cover the Insurers may treat this Policy as if it did not exist from the date of the change in circumstances; or

b) if the Insurers would have applied different terms to the cover the Insurers may treat this Policy as if those different terms applied from the date of the change in circumstances; and/or

c) if the Insurers would have charged the Insured a higher premium for providing the cover the Insurers will charge the Insured the additional premium which the Insured must pay in full.

4 Claims Procedure

a) On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the Insured will:

   i) as soon as reasonably possible give notice to the Insurers

   ii) preserve any damaged or defective property for examination by the Insurers' representatives unless the Insurers have authorised the Insured to dispose of such property

   iii) as soon as reasonably possible notify the police in respect of any loss or damage by theft or attempted theft or by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons

   iv) as soon as reasonably possible forward to the Insurers any writ or summons issued against the Insured by a third party

   v) take action to minimise the loss or damage and to avoid interruption or interference with the Business and to prevent further damage or injury

   vi) at their own expense and within:

      1) 7 days of loss or damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons

      2) 30 days of expiry of the Indemnity Period in respect of Section B1

      3) 30 days of any other loss or damage, interruption or interference with the Business or injury or disease

   supply full details of the claim in writing to the Insurers together with any evidence and information that may be reasonably required by the Insurers for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matters connected therewith.

b) No settlement, admission of liability, payment or promise of payment will be made to a third party without the consent of the Insurers.

5 Contractual Right of Renewal (Tacit)

If the Insured pays the premium to the Insurers using the Insurers' Direct Debit instalment scheme the Insurers will have the right (which the Insurers may choose not to exercise) to renew this Policy each year and continue to collect premiums using this method. The Insurers may vary the terms of this Policy (including the premium) at renewal. If the Insured decides that they do not want the Insurers to renew this Policy provided the Insured tells the Insurers (or the Insured's broker or insurance intermediary) before the next renewal date the Insurers will not renew it.

6 Contribution

If in the event of a loss, damage or liability under this Policy there is in force any other insurance providing cover against such claim:

a) the liability of the Insurers will be limited to its rateable proportion of such claims

b) but which is subject to any provision excluding it from ranking concurrently with this Policy either in whole or part or from contributing rateably to the claim then the liability of the Insurers will be limited to such proportion of the claim as the sum insured bears to the value of the property.

7 Fair Presentation of the Risk

a) At inception and renewal of this Policy and also whenever changes are made to it at the Insured's request the Insured must:

   i) where the Insured has taken out this Policy for purposes which are wholly or mainly related to their trade, business or profession, disclose to the Insurers all material facts in a clear and accessible manner and not misrepresent any material facts; and

   ii) where the Insured has taken out this Policy for purposes which are wholly or mainly unrelated to their trade, business or profession, take reasonable care not to misrepresent any material facts.

b) If the Insured does not comply with clause a) of this condition and the non-disclosure or misrepresentation by the Insured is proven by the Insurers to be deliberate or reckless the Insurers may from the relevant date specified in clause d):

   i) treat this Policy as if it had not existed; and

   ii) not return the premium paid by the Insured.

c) If the Insured does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this Policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what the Insurers would have done if the Insurers had known about the facts which the Insured failed to disclose or misrepresented:

   i) if the Insurers would not have provided the Insured with the cover the Insurers will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or

   ii) if the Insurers would have applied different terms to the cover the Insurers will have the option to treat this Policy as if those different terms apply; and/or

   iii) if the Insurers would have charged the Insured a higher premium for providing the cover the Insurers will charge the Insured the additional premium which the Insured must pay in full.

d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. The Insurers may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.

e) Where this Policy provides cover for any person other than the Insured and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the Insurers will not invoke the remedies which might otherwise have been available to the Insurers under this General Condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the Insured.

   Provided always that if the person concerned or the Insured acting on their behalf makes a careless misrepresentation of fact the Insurers may invoke the remedies available to them under this General Condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

8 Fraudulent Claims

If the Insured or anyone acting on its behalf:

a) makes a fraudulent or exaggerated claim under this Policy; or

b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or

c) makes a false statement in support of a claim whether or not the claim is itself genuine; or

d) submits a claim under this Policy for loss or damage which the Insured or anyone acting on the Insured's behalf or in connivance with the Insured deliberately caused; or

e) realises after submitting what the Insured reasonably believed was a genuine claim under this Policy and then fails to tell the Insurers that the Insured has not suffered any loss or damage; or

f) suppresses information which the Insured knows would otherwise enable the Insurers to refuse to pay a claim under this Policy

the Insurers will be entitled to refuse to pay the whole of the claim and recover any sums that the Insurers have already paid in respect of the claim.

The Insurers may also notify the Insured that they will be treating this Policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the Insurers terminate this Policy under this condition the Insured will have no cover under this Policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the Insured this condition should be read as if it applies only to that insured person's claim and references to this Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

9 Insurers' Rights

The Insurers will:

a) be entitled to take over the defence or settlement of any claim made upon the Insured by any other party and the Insured will give all assistance as may be reasonably required by the Insurers

b) have the right to enter the Premises where the loss or damage has occurred and to keep possession of any of the Property Insured and to deal with the salvage in a reasonable manner but the Insured will not be entitled to abandon any property to the Insurers

c) be entitled to take benefit of any rights of the Insured against any other party before or after the Insured has received indemnification under this Policy and the Insured will give all assistance as may be reasonably required by the Insurers

d) at their option indemnify the Insured by payment, reinstatement, replacement or repair in respect of any property lost or damaged or part thereof. If the Insurers elect to reinstate or replace any property they will not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and will not in any case be bound to expend in respect of any one of the Items insured more than the sum insured thereon.

10 Joint Insured

Any party insured under this insurance standing in the relation of parent company, subsidiary company, associated company, branch office or joint venture partner of the Insured stated in the Schedule will be deemed to be joint insured for the purposes of this Policy and forfeiture of indemnity under this Policy arising from any fraudulent act, misrepresentation, non-disclosure or other breach of Policy terms or conditions by one of the said insured parties will result in forfeiture of indemnity for all of the said insured parties.

11 Legal Representatives

In the event of the death of the Insured the Insurers will indemnify the Insured's legal personal representatives in respect of liability at law previously incurred by the Insured provided they observe, fulfil and be subject to the terms, conditions and limitations of this Policy in so far as they can apply.

12 Long Term Undertaking

A Long Term Undertaking applies to this Policy where a Long Term Undertaking expiry date is stated in the Schedule.

13 Minimum Premium

If any changes are made to the Policy during the Period of Insurance that result in an additional or return premium of less than £100 plus insurance premium tax then this premium adjustment will not be charged or refunded.

This clause does not apply to General Condition 15 – Premium Adjustment.

14 Payment by Instalments

Reference to the payment of premium includes payment by monthly instalments. If the Insured pays by this method this Policy remains an annual contract.

15 Premium Adjustment

If any part of the premium is calculated on estimates furnished by the Insured the Insured will keep an accurate record containing all particulars relative thereto and will at all times allow the Insurers to inspect such record. The Insured will within one month from the expiry of each Period of Insurance furnish to the Insurers such particulars and information as the Insurers may require. The premium for such period will thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject always to the minimum premium stipulated.

16 Reasonable Care

The Insured will take all reasonable steps to:

a) protect the Property Insured

b) comply with statutory enactments, bye-Laws and any other obligations and regulations imposed by any authority

c) employ only competent employees

d) prevent accidents

e) maintain all ways, works machinery and plant in sound condition.

In the event of the discovery of any defect or danger the Insured will forthwith cause such defect or danger to be made good or remedied and in the meantime will cause such additional precautions to be taken as the circumstances may require.

17 Sanctions

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

DAS Head and Registered Office:
DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | Company Number 103274
Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:
DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales | Company Number 5417859
Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Zurich Management Services Limited
Registered in England and Wales, number 2741053.

Registered Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd
A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

© Copyright – Zurich Insurance Company Ltd 2023. All rights reserved. Reproduction, adaptation or translation without prior written permission is prohibited except as allowed under copyright laws.

ZCYP1AC.23 PI1/I (PP500697023) (01/23) CMS