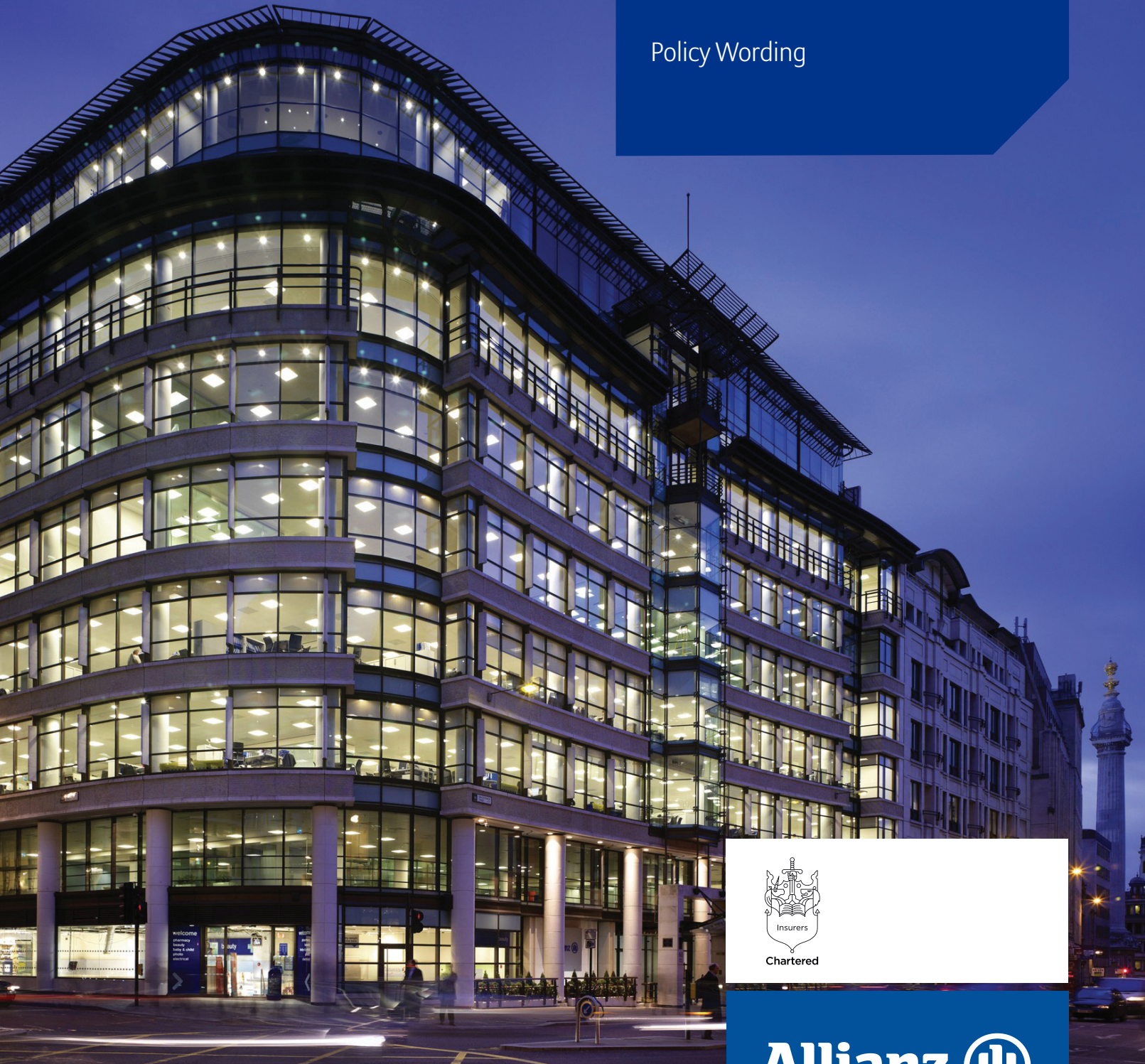


Allianz Insurance plc

# Real Estate Select

Policy Wording



Chartered

**Allianz** 



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## Important

This document provides details of your policy and the terms and conditions that apply.

Please read it carefully and keep it in a safe place.

# Introduction

Thank you for choosing Allianz Insurance plc.

We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc you can be confident that you're insured by a Company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

## Important

**Should you need further details or have any questions your insurance adviser will be delighted to help.**

**This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.**

Your Property Owners Select Policy is made up of several parts which must be read together as they form your contract of insurance with Allianz Insurance plc. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms conditions and exclusions. If you wish to change anything or there is anything you do not understand, please let your insurance adviser know.

The parts of the Policy which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the

Policy (other than the Directors and Officers Liability or Professional Indemnity Sections)

- the Sections of cover selected by you (as shown on the Schedule) excluding any Section covering Directors and Officers Liability or Professional Indemnity
- the Exclusions and Conditions which apply to the Sections selected by you excluding any Section covering Directors and Officers Liability or Professional Indemnity
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

If you have taken out Directors and Officers Liability and/or Professional Indemnity cover, each of those covers forms a separate contract of insurance between you and Allianz Insurance plc.

The parts of the Policy which form this separate contract or contracts of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions in so far as they are consistent with the definitions applied in the Directors and Officers Liability or Professional Indemnity Sections
- the Insuring Clause
- the Directors and Officers Liability or Professional Indemnity Section of cover selected by you (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Directors and Officers Liability or Professional Indemnity Section of cover selected by you
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

For ease of reference you will be given only one Policy number even if you have taken out Directors and Officers Liability and/or Professional Indemnity cover.

# General Definitions

**The following definitions apply to this Policy (unless amended by Section Definitions) and are denoted by a capital first letter throughout this Policy.**

## **Policy**

The contract of insurance formed of the documents described in the Introduction. Where cover is provided under the Directors and Officers Liability and/or Professional Indemnity Sections, the Insured has more than one contract of insurance and the definition of "the Policy" should be construed accordingly

## **Section/Sections**

The parts of this Policy that detail the insurance cover provided for each individual Section of this Policy

## **Schedule**

The part of this Policy that details information forming part of this contract of insurance and that shows the Sections of this Policy that are operative

## **Insurer**

Allianz Insurance plc

## **Insured**

The Insured named and shown in the Schedule

## **Period of Insurance**

The period from the Effective Date to the Renewal Date as shown in the Schedule

## **Business**

The Business Description stated in the Schedule

## **Sum Insured**

The maximum amount the Insurer will pay for each item insured under any Section

## **Total Sum Insured**

The total of the Sums Insured for each item payable by the Insurer under any Section

## **United Kingdom**

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

## **Excess**

(not applicable to the Employers' Liability Section)

The first part of each and every claim, for which the insured is responsible

# Insuring Clause

In consideration of payment of the premium the Insurer will indemnify or otherwise compensate the Insured against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this Policy or any Section of this Policy) occurring or arising in connection with the Business during the Period of Insurance or any subsequent period for which the Insurer agrees to accept a renewal premium.

For Allianz Insurance plc

A handwritten signature in black ink that reads "Jonathan Dye". The signature is written in a cursive style with a large, stylized 'J' and 'D'.

Jonathan Dye  
Chief Executive

# General Exclusions

This Policy does not cover

## 1. **Radioactive Contamination** (Not applicable to the Computer, Engineering Machinery Damage and Directors and Officers Liability Sections)

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature

- a. directly or indirectly caused by or contributed to by or arising from
  - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- b. directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
  - i. dispersing radioactive material and/or ionising radiation or
  - ii. using atomic or nuclear fission and/or fusion or other like reaction

Exclusion 1.a. does not apply to the Employers' Liability Section when insured by this Policy other than in respect of:

- i. liability of any principal
- ii. liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement

Exclusion 1.b. does not apply to the Employers' Liability, Property Owners Liability, Accident and Business Travel Sections when insured by this Policy

Exclusions 1.a. and 1. b. do not apply to the Fidelity Guarantee, Terrorism and Directors and Officers Liability Sections when insured by this Policy

## 2. **War** (Not applicable to the Employers' Liability, Terrorism, Fidelity Guarantee and Directors and Officers Sections)

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 3. **Terrorism** (Not applicable to the Employers' Liability, Property Owners Liability, Directors and Officers Liability or Terrorism [when insured as a separate section] Sections)

- a. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987:
 

loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

  - i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
  - ii. any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a. above an Act of Terrorism (Terrorism) means:

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

- b. in respect of territories other than those stated in a. above:
 

loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

  - i. any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
  - ii. any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of b. above an act of Terrorism (Terrorism) means:

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

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

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

**4. E.Risks** (Not applicable to the Computer, Engineering Machinery Damage, Employers' Liability, Property Owners Liability and Directors and Officers Sections)

- a.** loss or destruction of or any damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
  - i.** programming or operator error whether by the Insured or any other person
  - ii.** Virus or Similar Mechanism (as defined below)
  - iii.** Hacking (as defined below)
  - iv.** malicious persons (but this shall not apply to the acts of thieves involving physical force or violence)
  - v.** failure of external networks

unless, in respect of a. i., ii. and iii. above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion

- b.** any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this Exclusion

unless, in respect of a.i., ii. or iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion

- c.** loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a. of this Exclusion

unless, in respect of loss or damage to other property arising from a.i., ii. or iii. above resulting from a concurrent or subsequent cause not excluded by this or any other Policy exclusion

- d.** loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly out of:

- i.** the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions or malicious persons

- ii.** the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d.i. above
- iii.** any misinterpretation, use or misuse of information on computer systems or other records, programs or software

unless, in respect of d. ii. and iii. above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion

- e.** any financial loss or expense of whatsoever nature including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c. and d. of this Exclusion

unless, in respect of c., d. ii. and iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion.

**For the purpose of this Exclusion:**

**Computer Equipment**

Means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of the Insured or not, whether tangible or intangible and including without limitation any information, programs or software.

**Virus or Similar Mechanism**

Means any program code, programming instruction or other 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" or "Logic Bombs".

**Hacking**

Means unauthorised access to any computer or computer equipment, component, system or item, whether the property of the Insured or not, which processes, stores, transmits or retrieves data.

# General Conditions

## 1. Fair Presentation of the Risk

(Not applicable to the Directors and Officers Liability and Professional Indemnity Sections)

- a. The Insured must make a fair presentation of the risk to the Insurer at inception, renewal and variation of the Policy.
- b. The Insurer may avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is:
  - i. deliberate or reckless; or
  - ii. of such other nature that, if the Insured had made a fair presentation, the Insurer would not have issued the Policy.

The Insurer will return the premium paid by the Insured unless the failure to make a fair presentation is deliberate or reckless.

- c. If the Insurer would have issued the Policy on different terms had the Insured made a fair presentation, the Insurer will not avoid the Policy (except where the failure is deliberate or reckless) but the Insurer may instead:
  - i. reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had the Insured made a fair presentation; and/or
  - ii. treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as the Insurer would have imposed had the Insured made a fair presentation.

For the purposes of this condition references to:

- a. avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the Policy), the renewal date (where the failure occurs at renewal of the Policy), or the variation date (where the failure occurs when the Policy is varied);
- b. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c. issuing a Policy should be treated as references to issuing the Policy at inception, renewing or varying the Policy as the context requires;
- d. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

## 2. Reasonable Precautions

(Not applicable to the Directors and Officers Liability Section)

The Insured shall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

## 3. Claims

(Not applicable to the Directors and Officers Liability Section)

The Insured shall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this Policy or any Section of this Policy and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding,

- a. notify the Insurer as soon as reasonably possible
- b. pass immediately and unacknowledged any letter of claim to the Insurer
- c. notify the Insurer immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, damage or consequential loss, which may form the subject of a claim under this Policy
- d. notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
- e. carry out and permit to be taken any action, which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
- f. retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as the Insurer may reasonably require
- g. furnish with all reasonable despatch at the Insured's expense such further particulars and information as the Insurer may reasonably require
- h. make available at the Insured's expense any documents required by the Insurer with regard to any letter of claim
- i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the Insurer
- j. allow the Insurer in the name of and on behalf of the Insured to take over and, during such periods as the Insurer thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with the Insurer for that purpose.



No claim under this Policy shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to the Insurer.

#### 4. Cancellation

(Not applicable to the Directors and Officers Liability Section)  
Other than where General Condition 5 Fraud applies the Insurer may cancel this Policy by giving the Insured thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the Period of Insurance, the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this Policy is paid by instalments and in the event that the Insured fail to pay one or more instalments whether in full or in part the Insurer may cancel the Policy by giving fourteen (14) day's notice in writing to the Insured sent to their last known address.

#### 5. Fraud (Not applicable to the Directors and Officers Liability and Professional Indemnity Sections)

If the Insured or anyone acting on the Insured's behalf:

- a. makes any false or fraudulent claim;
- b. makes any exaggerated claim;
- c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d. makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused,

the Insurer will:

- i. refuse to pay the whole of the claim; and
- ii. recover from the Insured any sums that it has already paid in respect of the claim.

The Insurer may also notify the Insured that it will be treating the Policy as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses **a. – d.** above. In that event, the Insured will:

- a. have no cover under the Policy from the date of the termination; and
- b. not be entitled to any refund of premium.

#### 6. Discharge of Liability (not applicable to the Directors and Officers Liability or Property Owners Commercial Legal Expenses Sections)

The Insurer may at any time pay to the Insured in connection with any claim or series of claims

- a. the Limit of Indemnity  
or
- b. the Sum Insured  
or
- c. a lesser amount for which such claim or claims can be settled after deduction of any sums already paid.

Upon such payment the Insurer shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except for costs and expenses which the Insurer have already agreed to bear incurred prior to the date of such payment.

#### 7. Loss Reduction Conditions

If the Insured does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), the Insurer will not pay for any claim, except that where the condition concerned:

- a. operates only in connection with particular premises or locations, the Insurer will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b. operates only at particular times, the Insurer will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c. would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, the Insurer will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

#### 8. Law Applicable and Jurisdiction

(Not applicable to the Directors and Officers Liability Section)  
Unless agreed otherwise by the Insurer

- a. the language of the Policy and all communications relating to it will be English; and
- b. all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts; and
- c. each party to this Policy agrees to waive any right that it may have to object to an action being brought in the English courts or to claim that the action has been brought in an inconvenient forum or to claim that the English courts do not have jurisdiction.

## 9. Rights of Third Parties

(Not applicable to the Directors and Officers Liability Section)

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

## 10. Assignment

(Not applicable to the Directors and Officers Liability Section)

The Insured shall not assign any of the rights or benefits under this Policy or any Section of this Policy without the prior written consent of the Insurer

The Insurer will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy or any Section of this Policy.

## 11. Survey and Risk Improvement – Subjectivity Condition

(Not applicable to the Directors and Officers Liability Section)

### Subject to Survey

If this Policy has been issued or renewed subject to the Insurer completing a survey or surveys of the Premises or of any other location(s) as specified by the Insurer, then pending completion of such survey(s) indemnity is provided by the Insurer on the terms conditions exclusions and limits as specified in the Policy and in the Sections of the Policy

In the event that a survey should show that the risk or any part of it is not satisfactory in the opinion of the Insurer, then the Insurer reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the Policy
- c. leave the premium or terms and conditions unaltered

The Insurer will advise the Insured of their decision and the effective date of such decision. If the premium terms or conditions are amended by the Insurer then the Insured will have fourteen (14) days to accept or reject the revised basis of indemnity.

If the Insured elect to reject the revised basis of premium terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

If the Insurer exercises their right to cancel the Policy, then the Insured shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

### Risk Improvements

It is a condition of the Policy that the Insured must comply with all survey risk improvements required by the Insurer within completion time scales specified by the Insurer.

In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion time scales specified by the Insurer, then the Insurer reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the Policy
- c. leave the premium or terms and conditions unaltered

The Insurer will advise the Insured of their decision which will be effective either from the expiry of any time period specified by the Insurer for completion/introduction of the required survey risk improvements or any other period specified by the Insurer

If the premium terms or conditions are amended by the Insurer then the Insured will have fourteen (14) days to accept or reject the revised basis of indemnity.

If the Insured elect to reject the revised basis of premium terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

If the Insurer exercises their right to cancel the Policy, then the Insured shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms conditions exclusions and limits of this Policy and of the Sections of the Policy shall continue to apply until advised otherwise by the Insurer.

# Complaints Procedure

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager  
Allianz Insurance plc  
57 Ladymead  
Guildford  
Surrey  
GU1 1DB

Telephone number: 01483 552438

Fax Number: 01483 790538

Email: [accasm@allianz.co.uk](mailto:accasm@allianz.co.uk)

**You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.**

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using our complaints procedure or contacting the FOS does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: [accasm@allianz.co.uk](mailto:accasm@allianz.co.uk)

Alternatively, you can contact the Financial Ombudsman Service directly.

# Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if the Insurer is unable to meet its liabilities. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100

# Fair Processing Notice – how we use personal information

## 1. Who we are

When **we** refer to “**we**”, “**us**” and “**our**” in this notice it means Allianz Insurance plc or Allianz Engineering Inspection Services Limited.

When **we** say, “**individuals**” in this notice, **we** mean anyone whose personal information **we** may collect, including:

- anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

## 2. How we use personal information

**We** use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil **our** contract
- to administer third party claims and prevent financial crime to meet **our** legal obligations
- to manage **our** business and conduct market research to meet the legitimate needs of **our** business
- to send marketing information about **our** products and services if **we** have received specific consent.

There is no obligation to provide **us** with personal information, but **we** cannot provide **our** products and services without it.

**Anyone whose personal information we hold has the right to object to us using it.**

**They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.**

**Further details can be found below.**

## 3. Automated decision making, including profiling

**We** may use automated decision making, including profiling, to assess insurance risks and administer policies. This helps **us** decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so they should contact **us** by emailing **us** at [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk) and **we** will review the decision.

## 4. The personal information we collect

**We** collect the following types of personal information so **we** can complete the activities in section 2, “How **we** use personal information”:

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help **us** manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to the insurance policy or claim
- criminal convictions if it is relevant to the insurance policy or claim
- accessibility details if **we** need to make reasonable adjustments to help
- business activities such as goods and services offered.

## 5. Where we collect personal information

Direct from **individuals**, their representatives or information they have made public, for example, on social media.

From other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for **our** products
- other involved parties, for example, claimants or witnesses.



## 6. Sharing personal information

**We** may share personal information with:

- other companies within the global Allianz Group [www.allianz.com](http://www.allianz.com)
- credit reference, fraud prevention and other agencies that carry out certain activities on **our** behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- **our** approved suppliers to help deal with claims or provide **our** benefit services, for example, vehicle repairers, legal advisors and loss adjusters
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to **us** or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE)
- prospective buyers in the event that **we** wish to sell all or part of **our** business.

## 7. Transferring personal information outside the UK

**We** use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. **We** may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. **We** have Binding Corporate Rules (BCR's) which are **our** commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCR's, contact **our** Data Protection Officer.

Some of **our** suppliers have servers outside the EU. **Our** contracts with these suppliers require them to provide equivalent levels of protection for personal information.

## 8. How long we keep personal information

**We** keep information only for as long as **we** need it to administer the policy, manage **our** business or as required by law or contract.

## 9. Know your rights

Any **individual** whose personal information **we** hold has the right to:

- object to **us** processing it. **We** will either agree to stop processing or explain why **we** are unable to (the right to object)
- ask for a copy of their personal information **we** hold, subject to certain exemptions (a data subject access request)
- ask **us** to update or correct their personal information to ensure its accuracy (the right of rectification)
- ask **us** to delete their personal information from **our** records if it is no longer needed for the original purpose (the right to be forgotten)
- ask **us** to restrict the processing of their personal information in certain circumstances (the right of restriction)
- ask for a copy of their personal information, so it can be used for their own purposes (the right to data portability)
- complain if they feel their personal information has been mishandled. **We** encourage **individuals** to come to **us** in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) [www.ico.org.uk](http://www.ico.org.uk)
- ask **us**, at any time, to stop processing their personal information, if the processing is based only on **individual** consent (the right to withdraw consent).

**If you wish to exercise any of these rights please contact our Customer Satisfaction Manager:**

Address: Customer Satisfaction Manager, Allianz,  
57 Ladymead, Guildford, Surrey, GU1 1DB  
Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)  
Phone: 01483 552438

## 10. Allianz (UK) Group Data Protection Officer Contact details

Allianz Insurance plc and Allianz Engineering Inspection Services Limited are companies within the Allianz Holdings.

Any queries about how **we** use personal information should be addressed to **our** Data Protection Officer:

Address: Data Protection Officer, Allianz, 57 Ladymead,  
Guildford, Surrey GU1 1DB  
Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)  
Phone: 0330 102 1837

## Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this fair processing notice. When that happens **we** will provide an updated version at the earliest opportunity. The most recent version will always be available on **our** website [www.allianz.co.uk](http://www.allianz.co.uk)

## Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy (“Insured Persons”), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions of Insured Persons for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by the global Allianz Group and that this fact is made known to the Insured Persons.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of the Insured Persons Personal Data in this way and for these purposes and that your directors, officers, partners, and employees have consented to the global Allianz Group using their details in this way.

## Employers Liability Tracing Office

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the “ELTO”) and added to an electronic database, (the “Database”) in a format set out by the Employer’s Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers’ liability insurance of their employers, (the “Claimants”):

- I. to identify which insurer (or insurers) was (or were) providing employers’ liability cover during the relevant periods of employment; and
- II. to identify the relevant employers’ liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers’ liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website [www.elto.org.uk](http://www.elto.org.uk)

# Notifying a Claim

Claims under this policy should be notified to the insurer in accordance with General Condition 3 at the following Allianz Claims Handling Offices

Please provide your policy number, and as much information as possible about the claim.

## **For Property Damage Claims**

Tel: 0344 391 4047

Email: [newpropertyclaims@allianz.co.uk](mailto:newpropertyclaims@allianz.co.uk)

## **For Liability Claims**

Tel: 0344 893 9500

Email: [casualty1@allianz.co.uk](mailto:casualty1@allianz.co.uk)

## **For Computer Section and Engineering Claims**

Tel: 01483 265825

Email: [claims@allianzengineering.co.uk](mailto:claims@allianzengineering.co.uk)

Lines are open from 9am to 5pm Monday to Friday.  
Outside of normal opening hours contact us on our 24 hour claim notification line – Tel: 0345 604 9824.

Allianz address for all Claims correspondence regarding Property and Liability Claims:

Allianz Claims

PO Box 10509

51 Saffron Road

Wigston LE18 9FP

For Computer Section and Engineering Machinery Damage section claims:

Claims Department

Allianz Engineering

Haslemere Road

Liphook

GU30 7UN

## **24 Hour Claim Notification**

If you have to notify us of a claim outside of our normal opening hours please contact us on our 24 hour claim notification telephone number 0345 604 9824

# Additional Benefits

## 24 Hour Lawphone Legal Advice Helpline

When the Commercial Legal Expenses Section of this Policy is operative, the Insured gains the automatic benefit of access to a team of qualified legal advisers for advice on any commercial legal matter 24 hours a day, 365 days a year. The advice the Insured receives from the Lawphone Legal Advice Helpline will always be according to the laws of Great Britain and Northern Ireland

To use this service ring 0370 241 4140

The Insured should quote the Master Policy reference contained within the Policy Schedule and provide a brief summary of the problem. The details will be passed to an adviser who will return the Insured's call

All areas of Business law are covered. This advice is available to the Insured during the currency of the Policy, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network

This telephone helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc, who may record calls to protect the Insured

## Allianz Legal Online

When the Commercial Legal Expenses Section of this Policy is operative, the Insured has access to extensive on line Business support via Allianz Legal Online. This facility provides tools and services that will help the Insured to produce legal paperwork in connection with the Insured's Business, for example, bespoke contracts of employment. In addition it provides the Insured with up to date guidance and advice on many legal issues, such as, employment legal procedures, managing the Insured's Business and debt recovery. A registration number is required to access this web site [www.allianzlegal.co.uk](http://www.allianzlegal.co.uk) and this is shown on the Policy Schedule. If the Insured has any problems relating to the Legal Documentation Service please e-mail Epoq Sales Limited at [support@allianzlegal.co.uk](mailto:support@allianzlegal.co.uk)

## 24 Hour Glass Replacement

Broken glass is dangerous and in some circumstances can be a major security risk. Allianz Insurance plc have negotiated a special arrangement for you with one of Britain's leading glass replacement specialists. In an event of emergency or if your property is insecure please phone our Claims Team on 0344 412 9888.



# Property Damage All Risks Section

## Definitions

### Damage/Damaged

Accidental loss or destruction of or damage to Property Insured.

### Specified Events

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

### Premises

The Buildings at the address or addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible.

### Property/Property Insured

Buildings, Contents, and other property belonging to the Insured or for which the Insured are responsible, as shown and/or described in the Schedule.

The Insurer agrees to accept the heading under which any Property or other item has been entered in the books of the Insured.

### Buildings

The buildings (including foundations) at the Premises including the following all situate on in or at the Premises

- landlord's fixtures and fittings (including communal television and radio receiving aerials satellite dishes communication equipment and related fittings on or in a Residential Property), fixed glass fixed sanitary ware in on or pertaining to the buildings
- tenants' improvements comprising fixtures and fittings (but excluding moveable contents) formerly the property of tenants but relinquished to the Insured at the time of the surrender of the lease
- furnishings and other contents of common parts of the buildings including seasonal items introduced to shopping centres
- building management and security systems
- gangways pedestrian malls and pedestrian access bridges
- walls gates fences and Services

- fuel tanks and their ancillary equipment and pipe work
- car parks roads pavements forecourts tennis courts and similar hard surfaced areas all being constructed of solid materials
- landscaping (including trees shrubs plants turf and other forms of vegetation) including garden furniture street furniture ornaments and statues but excluding external ponds and lakes.

### Contents

Fitted carpets, furnishings and other contents of reception and storage areas and other communal parts of the buildings at the Premises, including

- the contents of fuel tanks at the Premises
- portable communal property in the open grounds of and used in connection with the buildings at the Premises
- Money, belonging to the Insured at the Premises for an amount not exceeding £1,000 in total
- deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records
- computer systems records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records
- rare books or works of art for an amount not exceeding £5,000 any one article or £25,000 in total

and so far as they are not otherwise insured

- partners', directors', and employees' personal effects of every description (other than motor vehicles) whilst at the Premises, for an amount not exceeding £1,000 for any one person.

### Money

Cash, bank and currency notes, cheques, crossed bankers drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps, Holiday with Pay stamps, National Savings stamps, National Savings certificates, Premium Bonds, credit sales vouchers or receipts, VAT purchase invoices, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to the Insured or for which the Insured are responsible.

### Unoccupied

Any building or part of any building that is unfurnished, untenanted, empty or no longer in active use for a period exceeding 30 consecutive days or 60 days in respect of any building solely used for residential purposes.

## Contract Works

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

## Services

Telephone gas electricity water mains drains gutters and sewers electrical instruments meters piping cabling and the accessories thereto providing services to or from the Buildings.

## Day One Rebuilding Value

Total of the costs described within paragraphs a., b., c., d. and e. of the Basis of Settlement (at the level of costs applying at the commencement of the Period of Insurance) in rebuilding the Buildings or replacing the Contents to a condition substantially the same as their condition when new.

## Stipulations

European Union legislation or Building Regulations or public authority or other statutory requirements.

## Declared Value

The base value shown in brackets in the Schedule below the Sum Insured excluding any provision for inflation.

## Residential Property

The flat or a block of flats apartment block maisonette or house situate at the Premises.

## Cover

If the Property Insured or any part of such Property at the Premises suffers Damage during the Period of Insurance other than by an excluded cause the Insurer will pay to the Insured the value of the Property Insured or the amount of the Damage at the time of its loss destruction or damage in respect of each item specified in the Schedule

## Basis of Settlement

The Insurer will pay to the Insured the value of the Property Insured or the amount of the Damage at the time of its loss destruction or damage in respect of each item specified in the Schedule

The Insurer will pay the following amounts, subject to the Basis of Settlement Adjustments, in respect of Property Insured which has suffered Damage

### a. the cost of reinstatement being

- where the Property Insured is lost or destroyed: the cost incurred in rebuilding the property if a building or in the case of other property its replacement by similar property
- where the Property Insured is Damaged: the cost incurred in the repair of the Damage and the restoration of the Damaged portion of the Property Insured

to a condition equal to but not better or more extensive than its condition when new, provided that no payment beyond the amount the Insurer would have paid will be made

- unless such work of reinstatement commences and proceeds without unreasonable delay
- until the cost of such work of reinstatement has actually been incurred
- where the Property Insured at the time of Damage is covered by any other insurance effected by the Insured, or on behalf of the Insured, which is not on the same basis of reinstatement

or if the Insured elects not to rebuild or restore the Property Insured (and provided that the Insurer does not exercise its option allowed by the Insurer's Option to Rebuild Basis of Settlement Adjustment)

the loss of market value being the reduction in the market value of the Property Insured immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable under the cost of reinstatement as described in a. above

or if the Insured are required to rebuild or restore the Property Insured solely as a result of the Damage in a manner different from that immediately before the Damage solely to comply with the Stipulations (subject to agreement by the Insurer that such compliance is unavoidable)

the loss of market value being the reduction in market value of the Property Insured immediately following Damage and the amount payable shall be the cost of reinstatement as described in a. above and a cash settlement representing the reduction in market value, provided that

- the Insured have made every effort to regain the original planning consent
- the Insured shall not have nor had any reason to be aware of any Stipulations which could result in the Property Insured not being rebuilt or restored in their original form

- the amount payable shall be reduced by any compensation received or allowance made to the Insured as a result of such Stipulations being imposed
- the total payment made is no greater than the amount that would have been payable had the Property Insured been rebuilt or restored in an identical manner to their condition immediately before the Damage
- the total amount recoverable under any Item shall not exceed its Sum Insured

**b. European Union & Public Authorities Stipulations (including Undamaged Portions)**

the cost of complying with the Stipulations being such additional cost of rebuilding or repair as may be incurred with the Insurer's consent in complying with Stipulations first imposed upon the Insured following the Damage provided that the work of rebuilding or repair be commenced and carried out without unreasonable delay

The liability of the Insurer shall not exceed in respect of any one claim

- i.** in respect of complying with Stipulations relating to undamaged portions of the Buildings (other than foundations) 15% of the amount the Insurer would have been liable to pay to reinstate the Buildings had they been wholly destroyed
- ii.** in respect of the property suffering Damage the Sum Insured applicable to each separate Premises

Provided that the Insurer will not be liable for

- the costs incurred in respect of Damage occurring prior to the granting of this cover or Damage not insured by this Section
- the costs incurred where notice has been served upon the Insured before the date of the Damage or where an existing requirement must be completed within a stipulated period
- the costs incurred in respect of undamaged portions of the Property; any property entirely undamaged by any loss destruction or damage as insured by this Section
- the additional cost that would have been required to make good the Property Damaged to a condition equal to its condition when new, had the necessity to comply with such Stipulations not arisen
- increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with Stipulations unless such delays are wholly outside the control of the Insured

- any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the Stipulations

**c. removal of debris**

the cost of removing debris being the cost incurred with the Insurer's consent in

- removing debris dismantling demolishing shoring up and propping portions of the Property Insured
- clearing cleaning or repairing Services as a result of Damage but excluding any costs or expenses

- i.** incurred in removing debris from outside the site of the Premises other than from the surface area immediately adjacent to the perimeter of the Premises
- ii.** incurred or arising from pollution or contamination howsoever caused of property not covered by this insurance
- iii.** in respect of Damage which occurred prior to the granting of cover under this insurance

**d. professional fees**

the cost of professional fees being those necessarily and reasonably incurred in the rebuilding or restoration of the Property Damaged but not for preparing any claim

**e. landscaping**

the cost of replanting trees shrubs plants and turf used in landscaping being the cost incurred in restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established.

**Limit of Liability**

The most the Insurer will pay for any one claim in any one Period of Insurance is

- A.** the Total Sum Insured or for each item its individual Sum Insured or any other limit of liability in this Section whichever is the less at the time of the Damage
- B.** the amount of the Sum Insured or limit of liability remaining after deduction for any other Damage occurring during the same Period of Insurance unless the Insurer agrees to reinstate any such Sum Insured or limit of liability

Irrespective of the number of insured parties the total liability of the Insurer to all of the insured parties collectively in respect of the cover insured by this Section shall not exceed the Total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability.

Any payment or payments by the Insurer to any one or more insured party shall reduce to the extent of that payment the liability of the Insurer to all parties arising from any one event giving rise to a claim under this Section.

## Basis of Settlement Adjustments

### 1. Archaeological Discoveries

The Insurer will pay the reasonable costs incurred by the Insured solely in consequence of Damage as insured by this Section, as a direct result of the Insured complying with their statutory obligations following the discovery of archaeological finds during site excavation

Provided that

- a. the liability of the Insurer in respect of any one claim shall not exceed £50,000
- b. the Insured does not have any pre-existing knowledge of the presence of archaeological remains prior to the date of the Damage.

### 2. Automatic Reinstatement

Following Damage as insured by this Section the Sums Insured or limits of liability shall not be reduced by the amount of any claim provided that

- a. the Insurer does not give written notice to the contrary within 30 days of the notification of any Damage
- b. the Insured pays the appropriate additional premium on the amount of the claim from the date of the Damage to the expiry of the Period of Insurance
- c. the Insured agrees to comply with any security recommendations or other measures the Insurer may require to reduce the risk of Damage.

### 3. Buildings awaiting Demolition

If at the time of Damage any Buildings are awaiting demolition the liability of the Insurer shall be limited to the additional cost of removing debris (as detailed in The Basis of Settlement paragraph c.) which is incurred by the Insured solely as a result of such Damage.

### 4. Buildings awaiting refurbishment redevelopment or renovation

If at the time of the Damage any Buildings or Property is awaiting refurbishment redevelopment or renovation the Insurer shall not be liable for any costs which would have been incurred by the Insured in the absence of such Damage.

### 5. Capital Additions

To the extent that they are not otherwise insured, Buildings and Contents items include alterations additions and improvements (but not appreciation in value in excess of Sums Insured) within the United Kingdom

Provided that

- a. the maximum liability of the Insurer for any one claim shall not exceed
  - i. 20% of the Declared Value Sum Insured for each item covered, or
  - ii. £5,000,000 in respect of any one Premises occupied solely for office, retail or residential purposes
  - iii. £2,000,000 in respect of any one Premises occupied for any other purposes
 whichever is the less at any one Premises
- b. the Insured shall give details of such alterations and additions to the Insurer within 6 calendar months of the commencement date of the Insured's responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium
- c. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Newly Acquired Buildings or Inadvertent Omission to Insure Basis of Settlement Adjustments.

### 6. Concern for Welfare Costs

The Insurer will pay the reasonable costs incurred by the Insured solely in consequence of Damage caused by the police 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 that the liability of the Insurer in respect of any one claim shall not exceed £10,000.

### 7. Continuing Interest and Hire Charges

In the event of Damage at the Premises where the Insured are liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of property for which the Insured are responsible and which is not otherwise insured the Insurer will pay such charges actually and reasonably incurred subject to a limit of £10,000 any one claim and in total in any one Period of Insurance.



## Basis of Settlement Adjustments (continued)

### 8. Contracting Purchaser's Interest

The Insurer agrees that without prejudice to the rights and liabilities of the Insured or the Insurer, if at the time of Damage the Insured have contracted to sell their interest in any Building insured under this Section and the purchase has not been but is subsequently completed the purchaser shall be entitled on completion of the purchase to benefit under this Section in respect of such Damage until completion to the extent that such Buildings are not otherwise insured by the purchaser or on their behalf.

### 9. Contractors Interest

When the Insured is required by the terms or conditions of any contract to cover Buildings in the joint names of the Insured and of any contractor or sub-contractor named in such contract, the Insurer agrees to note such joint interests provided that the Insured shall notify the Insurer of details of any single contract valued at £250,000 or more, in advance of commencement of the work and pay any additional premium the Insurer may require.

### 10. Contract Works

Cover for each Buildings item extends to include Contract Works undertaken in performance of any contract and for which the Insured are responsible under the terms of the contract

Provided that

- i. the Insurer's liability shall not exceed £250,000 in respect of any one contract (unless stated otherwise in the Schedule) in respect of all losses arising out of one occurrence
- ii. this insurance shall only apply in so far as the Contract Works are not otherwise insured.

### 11. Contribution and Underinsurance (Average)

If at the time of Damage any other insurance has been effected by or on behalf of the Insured covering any of the Property Damaged, the Insurer's liability under this Section shall be limited to the Insurer's rateable proportion of such Damage.

If such other insurance is subject to Underinsurance (Average), this Section if not already subject to Underinsurance (Average) shall be subject to Underinsurance (Average) in like manner.

If such other insurance is subject to any provision which excludes it from ranking concurrently with this Section, either in whole or in part, or from contributing rateably, the liability of the Insurer under this Section shall be limited to that proportion of the Damage which the Sum Insured for this Section bears to the value of the Property.

### 12. Delays in Rebuilding

The Insurer shall not be liable for increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with Stipulations unless such delays are wholly outside the control of the Insured.

### 13. Electrical Apparatus

If any electrical apparatus or fittings are Damaged by fire due to self ignition, over-running, excessive pressure, short circuiting, self heating or leakage of electricity, the Insurer shall not be liable for Damage to the particular piece of apparatus or fitting which has caused the fire, but the Insurer shall be liable for Damage to any other apparatus or fittings in consequence of such fire.

### 14. Emergency Services

The Insurers will pay the reasonable costs incurred by the Insured following damage resulting from the actions of the emergency services, including deliberate acts where such deliberate acts are for the purpose of safeguarding human life or minimising Damage as insured by this Section. Provided that the liability of the Insurer in respect of any one claim shall not exceed £10,000.

### 15. Environmental Protection

Where following Damage the Insured elects and the Insurer consents to rebuild or repair using the latest available materials and methods in a manner that aims to limit potential harm to the environment by improving energy efficiency, the Basis of Settlement in respect of Buildings extends to include the reasonable additional costs incurred and such Buildings shall not thereafter be regarded as being better or more extensive than when new Provided that

- a. the Insurer's liability in respect of such additional costs and in respect of any one claim in any one Period of Insurance is limited to
  - i. 10% of the Buildings Sum Insured at each separate premises or £25,000 whichever is the less
- b. if the liability of the Insurer under this Section, apart from under this extension, is reduced by the application of any of the terms and conditions of this Section, then the liability of the Insurer under this extension shall be reduced in like proportion
- c. the Insurer will not be liable for such costs
  - i. incurred in complying with prevailing European Union and Public Authorities Stipulations
  - ii. in respect of work involving such rebuilding or repair that was already planned by the Insured prior to the Damage

## Basis of Settlement Adjustments (continued)

- iii. relating to undamaged portions of the Buildings
- d. the Insurer 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 Buildings or by the owner thereof by reason of the works funded by this extension.

### 16. 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 that the Insurer will not be liable for

- a. fines, penalties, compensation or damages arising in the course of removal or eviction
- b. occupation by squatters occurring prior to the inception of this Section
- c. more than £5,000 any one claim
- d. such costs more specifically insured.

### 17. Exhibitions and Models

The item on Buildings extends to include exhibition or display models and similar promotional equipment whilst being used or stored within any Premises insured which have suffered Damage provided that

- a. such equipment is the property of the Insured or the Insured has accepted responsibility for the equipment at the time of Damage
- b. the maximum liability of the Insurer any one claim and in the aggregate any one Period of Insurance shall not exceed £25,000
- c. no other more specific insurance has been arranged.

### 18. Fire Brigade

The Insurer will pay the reasonable costs charged by any Public Authority relating to the extinguishing or fighting of fire.

Provided that the liability of the Insurer in respect of any one claim shall not exceed the Sum Insured at each separate premises or the Total Sum Insured or any other limit of liability in this Section whichever is the less at the time of any Damage in any one Period of Insurance.

### 19. Fire Extinguishers and Sprinklers

The Insurer will pay the reasonable costs incurred by the Insured in re-filling fire extinguishers, local or fixed fire suppression system or sprinkler installation, replacing sprinkler heads, and having any fire and/or intruder alarms and closed circuit television equipment re-set solely in consequence of Damage by a Specified Event

Provided that

- a. the Insurer shall not be liable in respect of any costs and expenses recoverable from the maintenance company or fire service
- b. the liability of the Insurer in respect of any one claim shall not exceed £50,000.

### 20. Fixed Glass & Sanitary ware

Cover under this Section extends to include Damage to fixed glass, (including shelves, showcases and mirrors), fixed sanitary ware and neon and illuminated signs.

Cover is extended to include the reasonable cost of

- a. any necessary boarding up or temporary glazing pending full replacement
- b. replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass
- c. Damage to framework and Contents caused by broken glass
- d. removing and re-fixing window fittings and other obstacles to replacing broken glass

The Insurer will not pay for Damage

- i. In respect of neon and illuminated signs
  - arising from adjustment repair dismantling or erection of any part of the sign or whilst removed from its normal working position
  - arising from mechanical breakdown of the sign or any part of the sign
  - to any part of the sign by its own ignition electrical breakdown or burn out
  - to tubes unless the glass is fractured
- ii. existing prior to the inception of this Section.

### 21. Fly Tipping

The insurance by each item on Buildings extends to include costs necessarily and reasonably incurred in clearing and removing any property illegally deposited in on or around the Premises provided that

- a. the liability of the Insurer shall not exceed £10,000 any one claim and £25,000 in aggregate in respect of all claims in any one Period of Insurance
- b. the Insurer shall not be liable for the amount of the Excess shown in the Schedule or £500 whichever is the greater.

## 22. Freeholders, Lessees and Mortgagees

The Insurer agrees that the interest of any Freeholder Lessee Under Lessee and/or Mortgagee in respect of Buildings insured by this Section and which attached before the happening of any Damage shall be automatically noted in this insurance if requested by the Insured but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to the Insurer by the Insured in the event of Damage.

## 23. Further Investigation Expenses

Where any Buildings have suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Buildings which is not immediately apparent the Insurer will pay the reasonable costs incurred by the Insured with the Insurer's prior consent in establishing whether or not such Damage has occurred

The Insurer will also pay the reasonable costs incurred by the Insured in establishing whether or not other Buildings in the immediate vicinity have suffered Damage in the same incident but only if such Buildings are subsequently found to have suffered such Damage for which the Insurer is liable under this Section

Provided that the liability of the Insurer in respect of any one claim shall not exceed £5,000 (unless specified otherwise in the Schedule) or the Sum Insured at each separate premises or the Total Sum Insured or any other limit of liability in this Section whichever is the less at the time of any Damage in any one Period of Insurance.

## 24. Gardening Equipment

Cover extends to indemnify the Insured in respect of Damage to gardening equipment owned by the Insured and used in connection with the Business at the Premises

Provided that the liability of the Insurer in respect of any one claim shall not exceed £10,000.

## 25. General Interests & Hire Agreements

The Insurer agrees to automatically note the interest of any other party if requested by the Insured in any of the Property Insured and which attached before the happening of any Damage but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to the Insurer by the Insured in the event of Damage.

## 26. Inadvertent Omission to Insure

The Insured having notified the Insurer of their intention to insure all property which they own or for which they are responsible situate within the United Kingdom with the Insurer (unless otherwise agreed in writing by the Insurer) from the inception date of this Section of the Policy and it being the Insured's belief that all such property is insured then the Insurer agrees to extend cover under this Section so that if subsequently any such property is found to have inadvertently been left uninsured by the Insured during the Period of Insurance then the Insurer will deem such property to be insured by this Section, provided that

- a. the maximum liability of the Insurer for any one claim shall not exceed
  - i. £5,000,000 in respect of any one Building occupied solely for office, retail or residential purposes
  - ii. £2,000,000 in respect of any one Building occupied for any other purposes, or
  - iii. £1,000,000 in respect of any one Unoccupied Building
- b. the Insured carry out at not less than twelve monthly intervals a check to ensure that effective insurance is in force for all property owned or leased by the Insured or for which the Insured are responsible
- c. the Insured shall give details in writing immediately an omission is discovered and within 30 days of the date of discovery shall provide the Insurer with the sums insured to apply for any such property and effect specific cover retrospective to such date and pay the appropriate additional premium
- d. in respect of any Buildings purchased for refurbishment or redevelopment the Basis of Settlement upon which the amount payable shall be calculated shall be the value of the Property Insured or the amount of the Damage at the time of the Damage less an appropriate deduction for wear and tear and prior depreciation and in respect of any premises due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the Buildings
- e. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Newly Acquired Buildings or Capital Additions Basis of Settlement Adjustments or in respect of any appreciation in value
- f. the value of the property which has been inadvertently omitted shall for the purpose of Underinsurance (Average) be added to the Sum Insured on the item to which the Property relates or in the case of Reinstatement (Day One Basis) the Declared Value.

## 27. Index Linking

Unless the Insured requests to the contrary, the Sums Insured and/or Declared Values will be adjusted to take into account movements in the appropriate index and renewal premiums will be based on the adjusted Sums Insured and/or Declared Values.

For Buildings, the General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or for Residential Property the Household Rebuilding Cost Index issued by the Association of British Insurers (or some other suitable index the Insurer decides upon) will be used.

For Contents and other Property shown and/or described in the Schedule, the Retail Price Index (or some other suitable index the Insurer decides upon) will be used.

The above percentage changes will continue to be applied between the date of any Damage and the date when replacement or repair has been completed provided that the work of rebuilding or repair be commenced and carried out without unreasonable delay.

## 28. Insurance Premiums

Cover extends to include the cost of any insurance premiums, or in respect of inherent defects policies technical agents fees, necessarily and reasonably incurred by the Insured with the consent of the Insurer as a result of Damage, in arranging contract works policies with the Insurer or in continuing with any pre-existing inherent defects policies

Provided that the Insurer's liability in respect of all losses arising out of one occurrence and in the aggregate in any one Period of Insurance shall not exceed £25,000 (unless amended otherwise in the Schedule).

## 29. Insurer's Option to Rebuild

The Insurer may at its option rebuild repair reinstate or restore the Property destroyed or portions damaged but without it being bound to rebuild repair reinstate or restore the Property in exactly or completely the same form as immediately prior to the Damage and only where circumstances permit and in reasonably sufficient manner. If the Insurer exercises such option the Insured shall at their own expense (unless otherwise provided for in this Section) produce and give to the Insurer all such plans documents books and information as the Insurer may reasonably require.

## 30. Japanese Knotweed Removal

Cover extends to include costs and expenses necessarily and reasonably incurred by the Insured in removing Japanese knotweed which is an imminent threat of Damage to the Property Insured.

Provided that

- a. the Japanese knotweed is disposed of in accordance with the provisions under the Environmental Protection Act (Duty of Care) Regulations 1991 and any subsequent amending legislation
- b. the appropriate waste management licence authorising disposal of Japanese knotweed is in force and disposal is carried out in accordance with the licence
- c. such costs and expenses are incurred with the Insurer's consent
- d. the liability of the Insurer shall not exceed £2,500 in respect of any one Period of Insurance

The Insurer will not pay for

- i. Legal or Local Authority costs involved in removing Japanese knotweed
- ii. costs incurred in removing Japanese knotweed already at the Premises, prior to inception of this cover.

## 31. Leased and Rented Premises

Cover includes Buildings situated within the United Kingdom owned by the Insured for which (by the terms of an agreement with the Insured) the tenant lessee or other occupier of the building has an obligation to insure but has inadvertently failed to maintain such insurance in force

Provided that

- a. a valid and enforceable agreement is in force
- b. the Insured has obtained written confirmation from the tenant lessee or occupier and their Insurers at the inception of any such agreement that insurance is in force providing at least the extent of cover provided by this Section and carry out at not less than twelve month intervals a check to ensure that effective insurance is in force for all such Buildings
- c. the Insured advise the Insurer immediately in writing they become aware of any Buildings inadvertently left uninsured and within 30 days of discovery of the failure to insure the Insured will provide the Insurer with the sums insured to apply, arrange insurance with the Insurer and pay the appropriate premium due from the date the liability of the Insurer commenced



- d. this insurance shall apply in respect of claims arising directly from a contingency specified in the agreement but only in so far as such contingencies are also insured by this Section and not otherwise excluded
- e. in respect of any Buildings purchased for refurbishment or redevelopment the Basis of Settlement upon which the amount payable shall be calculated shall be the value of the Property Insured or the amount of the Damage at the time of the Damage less an appropriate deduction for wear and tear and prior depreciation and in respect of any premises due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the Buildings
- f. The Insurer shall not be liable
  - for the amount of any Excess
  - where the tenant lessee or other occupier's policy fails due to any breach of any condition or warranty contained within the tenant lessee or other occupier's policy and as a result of the action of the landlord
  - where any Damage has been declined by any Insurer or made the subject of requirements which have not been completed
  - due to the failure of the tenant lessee or other occupier to make or pursue a legitimate insurance claim
- g. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Capital Additions or Inadvertent Omission to Insure Basis of Settlement Adjustments
- h. the maximum liability of the Insurer for any one claim shall not exceed
  - i. £2,000,000 in respect of any one Building occupied solely for office, retail or residential purposes
  - ii. £1,000,000 in respect of any one Building occupied for any other purposes, or
  - iii. £500,000 in respect of any one Unoccupied Building or Buildings undergoing or awaiting refurbishment or redevelopment

but in no case shall the liability of the Insurer exceed the difference between the amount payable under the insurance effected by the landlord or lessee or other party or any other insurance on the premises and the total cost of reinstatement as provided by this Section.

### 32. Loss Minimisation and Prevention Expenditure

Cover extends to include costs and expenses necessarily and reasonably incurred by the Insured in

- a. preventing or reducing imminent Damage which would have been insured under this Section
- b. reducing mitigating or otherwise alleviating Damage insured under this Section during and after the occurrence of such Damage

Provided that

- i. the impending Damage was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred
- ii. the impending Damage did not arise from any defect in the Property Insured
- iii. the Damage is not more specifically insured under this or any other policy bond indemnity security or other legally binding contract
- iv. such costs and expenses are incurred with the Insurer's consent
- v. the liability of the Insurer shall not exceed £25,000 in respect of any one claim
- vi. the total liability of the Insurer in respect of any one claim shall not exceed the Sum Insured at each separate premises or the Total Sum Insured or any other limit of liability in this Section whichever is the less at the time of any Damage in any one Period of Insurance.

### 33. Managing Agents – Professional Fees

The Basis of Settlement Paragraph d. is extended to include professional fees necessarily and reasonably incurred in the rebuilding or repair of the Property Insured payable to the Insured's managing agents when acting as professional advisers but not for any costs or fees incurred in preparing a claim. The use of such advisers will be accepted as necessary where the Insured would have employed them in respect of reinstatement or other work of an equivalent nature in the normal course of their Business. The cost of professional fees shall include the reasonable fees of managing agents where

- they are in respect of work of benefit to the Insurer and
- they relate to work which is necessary for repair or reinstatement and

- they have been agreed with the Insurer in advance but shall not include fees which are incurred as part of the managing agent's general administrative handling of a claim

Provided that the liability of the Insurer does not exceed for each item its individual Sum Insured or the Total Sum Insured or any other limit of liability in this Section whichever is the less at the time of any Damage.

### 34. Metered Supplies

Cover includes additional water, gas, electricity or other metered supply charges incurred by the Insured in consequence of Damage and for which the Insured are legally responsible up to an amount of £50,000 any one claim.

The basis on which the amount payable is to be calculated will be the amount of the suppliers' charges for the period following the Damage, less the charge paid by the Insured for the corresponding period in the preceding year, adjusted for changes in the suppliers' charges and for variations affecting supply consumption by the Insured.

The Insurer will not pay for such charges incurred in respect of any building which is Unoccupied.

### 35. Newly Acquired Buildings

This Section is extended to include Buildings situate within the United Kingdom

- i. from the date of exchange of contracts for Buildings newly acquired by the Insured
- ii. from the date of practical completion for Buildings previously insured under a construction policy in the United Kingdom to the extent that the Insured's interest is not protected by any other or more specific insurance

Provided that

- a. the Insured shall give details in writing of such premises as soon as reasonably practicable and shall effect specific cover retrospective to such date of exchange or date of practical completion and pay the appropriate additional premium
- b. this cover shall operate for a maximum period of 30 days from the date the Insured acquired their interest in the premises
- c. this insurance shall not apply in respect of any cause or cover otherwise excluded from this Section
- d. the maximum liability of the Insurer for any one claim shall not exceed
  - i. £5,000,000 in respect of any one Building occupied solely for office, retail or residential purposes

- ii. £2,000,000 in respect of any one Building occupied for any other purposes, or
- iii. £1,000,000 in respect of any one Unoccupied Building

- e. in respect of any Buildings purchased for refurbishment or redevelopment the Basis of Settlement upon which the amount payable shall be calculated shall be the value of the Property Insured or the amount of the damage at the time of the damage less an appropriate deduction for wear and tear and prior depreciation and in respect of any premises due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the Buildings
- f. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Capital Additions or Inadvertent Omission to Insure Basis of Settlement Adjustments.

### 36. Obsolete Building Materials

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

The Buildings shall not be regarded as being better or more extensive than when new provided that the Insurer's liability in respect of any one claim is limited to

- a. 10% of the Declared Value of such Buildings in respect of such additional costs
- or
- b. the Sum Insured at each separate premises or the Total Sum Insured or any other limit of liability in this Section

whichever is the less at the time of any Damage in any one Period of Insurance.

### 37. Partial Damage

Where Damage occurs to only part of a Building the Insurer's liability for all costs in total shall not exceed the amount which the Insurer would have been liable to pay to rebuild the building had it been totally destroyed.

### 38. Preservation of Undamaged Property

The insurance includes costs necessarily and reasonably incurred by the Insured in dismantling and or moving and or removing undamaged Property within and or to and or from suitable alternative premises including haulage and warehousing charges incurred. Provided that the liability of the Insurer shall not exceed the Sum Insured by any one item.

## Basis of Settlement Adjustments (continued)

### 39. Privity of Contract

The insurance provided by this Section is extended to provide indemnity to the Insured in respect of premises in the United Kingdom

1. against legal liability as former landlord or tenant to any current landlord or tenant to insure repair or reinstate Damage to the Buildings of premises which
  - i. arises solely through the Landlord and Tenant (Covenant) Act 1995; and
  - ii. arises from a breach by any current landlord or tenant of its obligations under a lease to insure repair or reinstate Damage by any of the causes or covers insured by this Section to any Assigned Premises such that the Insured is also thereby in breach of those obligations; and
  - iii. arises out of any claim which is first made in writing to the Insured during the Period of Insurance and notified to the Insurer during or within 30 days after expiry of the same Period of Insurance
2. against legal liability for claimant's costs and expenses in connection with 1. above
3. In respect of
  - i. costs of legal representation at proceedings in any court arising out of any occurrence specified in 1. above which may be the subject of indemnity under this Basis of Settlement Adjustment
  - ii. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1. above

incurred with the written consent of the Insurer

Provided that

- a. the indemnity shall not apply to legal liability arising from any cause happening before the retroactive date which shall be the inception date of this Section of the Policy unless stated otherwise in the Schedule
- b. the liability of the Insurer including the costs and expenses of the claimant and the costs and expenses (incurred with the written consent of the Insurer) of the Insured in respect of any one claim for Buildings shall not exceed in respect of any one premises or in the aggregate in any one Period of Insurance £2,000,000 or as specified in the Schedule
- c. notwithstanding proviso b. above in no case shall the liability of the Insurer exceed the lesser of
  - (i) the difference between

- (a) the amount payable under any insurance effected by any other landlord former landlord tenant former tenant or any other insurance of this type and
- (b) the total cost of insurance repairs or reinstatement as provided by this Section

except that if at the date of the occurrence or event giving rise to such liability the Assigned Premises are undergoing or awaiting refurbishment redevelopment renovation or demolition, then the liability of the Insurer shall not exceed the lesser of

- (ii) the difference between
  - (a) the amount payable under any insurance effected by any other landlord former landlord tenant former tenant or any other insurance of this type and
  - (b) the amount payable calculated as being the value of the Property Insured or the amount of the Damage at the date of the Damage less an appropriate deduction for wear and tear and prior depreciation and in respect of any premises due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the Assigned Premises

but in no case under c.(i) or (ii) above shall the Insurer's liability exceed the rateable portion of the Damage calculated according to the number of persons (whether or not insured) who have at the time held or who hold the reversion of the lease of the Assigned Premises

- d. the Insured must take all reasonable steps including but not limited to making or joining in any necessary application to court to obtain release from its liabilities as former landlord or tenant of the Assigned Premises following disposal
- e. the Insurer shall not be liable for the costs of remedying the presence of asbestos, asbestos dust or asbestos containing materials
- f. cover under this Basis of Settlement Adjustment shall cease upon any of the following events
  - the current landlord or tenant entering into a new lease with the successors in title
  - the existing lease being assigned to the new successors in title
  - the Buildings being in turn sold or disposed of by the successors in title

For the purposes of this Basis of Settlement Adjustment Assigned Premises shall mean Buildings formally owned by or leased by or leased to the Insured which have been assigned to a successor landlord or tenant prior to an occurrence which may form the subject of a claim for indemnity under 1. above.

#### 40. Reinstatement on another site

The work of reinstatement of the Property Insured may be wholly or partially carried out upon another site and in any manner suitable to the requirements of the Insured provided that it does not increase the liability of the Insurer.

#### 41. Reinstatement to Match

Where the Property Insured has suffered Damage to the extent that repair is impractical and its replacement by similar property in a condition equal to but not better or more extensive than its condition when new is impossible then the Insured may replace repair or restore the property with equivalent property which employs current technology and replacement repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new.

Cover also extends to include

- i. the cost of replacement or modification of undamaged Property (other than Stock) insofar as it is necessary to adapt it to operate in conjunction with lost destroyed or damaged Property which has been replaced repaired or restored the cost of
- ii. replacement repair or modification of undamaged parts of a Building that form part of a matching set of articles or suite of common design or function where the Damage is restricted to a clearly identifiable area or to a specific part.

Provided that

- a. the total liability of the Insurer is not increased beyond the amount
  - i. that would otherwise have been payable for the replacement repair or restoration of the property lost destroyed or damaged in its original form
  - ii. that would otherwise have been payable for replacement repair or modification of the whole property forming a set suite common design or function if such property had been wholly destroyed
- b. the Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage

- c. where the property is lost destroyed or damaged in part only the Insurer will not pay more than the amount representing the cost which the Insurer would pay for reinstatement if such property had been wholly destroyed
- d. the liability of the Insurer in respect of any one claim shall not exceed the Sum Insured at each separate premises or the Total Sum Insured or any other limit of liability in this Section whichever is the less at the time of any Damage in any one Period of Insurance.

#### 42. Removal of Debris – Tenants Contents

To the extent that they are not otherwise insured, Cover includes irrecoverable costs necessarily incurred with the Insurers consent, in consequence of Damage in removing debris in respect of contents for which the Insured are not responsible, up to an amount of £5,000 any one claim.

The Insurer will not pay for any costs

- a. incurred in removing debris other than from the site of such Property Damage and the area immediately adjacent to such site
- b. arising from pollution or contamination of property not covered by this Section.

#### 43. Removal of Wasp and Bee Nests

Cover includes costs incurred by the Insured, up to an amount of £500 any one claim, in removing wasp or bee nests from buildings at the Premises.

Provided that, the Insurer will not pay for the cost of removing nests already in buildings at the Premises, prior to inception of this cover.

#### 44. Replacement of Locks and Keys

Any cover granted under this Section in respect of theft includes the reasonable expenses necessarily incurred in replacing locks and keys which provide entry to the Premises consequent upon theft of keys or reasonable evidence that keys have been duplicated by an unauthorised person provided that the Insurer's liability in respect of any one claim shall not exceed £5,000 (unless specified otherwise in the Schedule).

#### 45. Residential Property – Rent and Alternative Accommodation

Where as a result of Damage the buildings of a Residential Property are rendered uninhabitable or access is prevented to such Residential Property the Insurer will indemnify the Insured in respect of

- a. the reasonable additional costs of comparable accommodation incurred by the owner lessee or tenant and temporary storage of residents furniture (including the reasonable costs of accommodation in kennels and/or catteries for residents dogs and/or cats if dogs and/or cats are not permitted in such residents alternative accommodation)
- b. the loss of rent paid or payable to the Insured by tenants for accommodation provided and services rendered including service and management charges at the Premises

during the period necessary to restore the Residential Property to a habitable condition or to make it accessible

Provided that

- i. cover for such costs shall only apply to the extent that such costs are not otherwise insured
- ii. the maximum period during which payment under this Extension will be made shall not exceed 24 calendar months from the date of the Damage unless agreed otherwise by the Insurer in writing
- iii. the liability of the Insurer under this Extension shall not exceed in total 30% of the Declared Value applying to the Residential Property or to the parts of the Residential Property Damaged.

Terms to the contrary elsewhere in this Section are over-riden as follows in respect of those costs and such rent to which this Extension applies:

The liability of the Insurer may exceed in the whole the Total Sum Insured where such excess is solely in respect of Rent or Alternative Accommodation payable under this Basis of Settlement Adjustment.

#### 46. Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from the Specified Events of Storm or Flood is deemed to be one claim. The Insured have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section, provided that such Damage occurred prior to expiry of the Period of Insurance.

#### 47. Sprinkler Installation Upgrading Costs

If following Damage the Insurer requires the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council (LPC) Rules for Automatic Sprinkler Installations current at the time of reinstatement, the Insurer will pay the additional costs solely as imposed by the Insurer and incurred by the Insured in upgrading an automatic sprinkler installation to the current LPC rules solely as imposed upon the Insured by the Insurer following Damage to the Buildings provided that at the time of Damage the installation conformed to the 28th or 29th Edition Rules or to the LPC rules current at the time of installation but did not conform to subsequent amendments to those Rules

Provided that

- a. the amount recoverable excludes any rate tax duty development or other charge or assessment arising out of capital appreciation as a result of complying with the requirements of the Insurer
- b. the liability of the Insurer in respect of any one claim shall in no case exceed
  - i. 20% of the Sum Insured on the item including such sprinkler installation or the Sum Insured at each separate premises; or
  - ii. the Total Sums Insured or any other limit of liability in this Section whichever is the less at the time of any Damage in any one Period of Insurance.

#### 48. Temporary Removal

Property Insured is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes to any address elsewhere than at the Premises, including whilst in transit, within the United Kingdom.

The Insurer will not pay for

- a. such Property more specifically insured
- b. Damage to vehicles licensed for road use, in so far as they are insured by this Section, occurring elsewhere than at the Premises from which such vehicles are removed
- c. more than 10% of the Sum Insured for each item covered, for Damage occurring elsewhere than at the Premises.



#### 49. Temporary Removal – Documents

If deeds and other documents (including stamps on them), manuscripts, plans and writings of every description, books and other business records are included in the Property Insured, such items are covered whilst temporarily removed to any address elsewhere than at the Premises, including whilst in transit, within the United Kingdom.

The Insurer will not pay for

- a. such items more specifically insured
- b. more than 10% of the total value of such items.

#### 50. Theft Damage to Buildings

Cover includes loss destruction or damage of or to the Buildings or parts of the Buildings covered by this Section (or of or to buildings or parts of buildings not covered by the Section but for which the Insured are responsible), including the cost of any temporary boarding-up and making good necessary to keep the Premises secure, caused by theft or attempted theft but excluding

- a. loss destruction or damage of or to any Unoccupied Building unless agreed otherwise by the Insurer in writing
- b. loss destruction or damage expedited or in any way brought about by the Insured or any partner director or employee of the Insured or any other person who has a legal right to be on the Premises (unless by theft or attempted theft involving entry to or exit from the Premises by forcible or violent means or following threat of or assault or violence to the Insured or any partner director or employee of the Insured or any other person who has a legal right to be on the Premises)
- c. loss destruction or damage of property for which the Insured is not liable for repairing such loss destruction or damage or which the Insured is able to recover from another source or which is more specifically or otherwise insured
- d. loss destruction or damage caused by or consisting of disappearance or unexplained shortage

Exclusion 2. c. in this Section does not apply to this Basis of Settlement Adjustment.

#### 51. Trace and Access

In the event of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe, the Insurer will pay the costs necessarily and reasonably incurred by the Insured in locating the source of such Damage, and in the subsequent making good of Damage caused as a consequence of locating such source, up to an amount of £50,000 any one claim.

#### 52. Tree Felling and Lopping

Cover includes costs incurred by the Insured, up to an amount of £10,000 any one claim, in removing or lopping trees which are an immediate threat to the safety of life or of Damage to the Property Insured.

The Insurer will not pay for

- a. Legal or Local Authority costs involved in removing trees
- b. costs incurred solely to comply with a Preservation Order.

#### 53. Unauthorised Use of Supplies

Cover includes the cost of water, gas, electricity or other metered supply charges incurred by the Insured and for which the Insured are legally responsible, up to an amount of £50,000 any one claim, due to unauthorised use by persons taking possession of, keeping possession of or occupying any Premises without the written consent of the Insured, provided that

- a. the Insured shall take all practical steps to terminate such unauthorised use as soon as it is discovered
- b. the Insured has advised the Insurer of such unauthorised use immediately on becoming aware of it
- c. Section Condition 3 has been complied with by the Insured.

#### 54. Underinsurance (Average)

The Sums Insured by

- a. any items for Buildings or Contents are declared to be separately subject to Average.

This means that if the Declared Value at each separate premises is less than the Day One Rebuilding Value at the time of the Damage the Insurer's liability for any loss shall be limited to that proportion of the amount otherwise payable which the Declared Value bears to the Day One Rebuilding Value. If the loss is settled under the Indemnity Basis of Settlement the Declared Value shall be 115% of the base value shown or if no base value is shown it shall be deemed to be the Sum Insured.

- b. any other items of the Property Insured (other than any Sum Insured or Limit of Liability applying solely to Rent, Fees or Removal of Debris) are declared to be separately subject to Underinsurance (Average).

This means that if at the time of Damage the Sum Insured for any item at each separate premises is less than the value of the item covered by such Sum Insured, the amount payable by the Insurer will be proportionally reduced.

### 55. Underinsurance (Average) Waiver – Professional Valuations

The Insurer agrees, subject to

- a. the Insured providing at their own expense and at intervals of not more than 3 years, valuations of all Property Insured compiled by professionally qualified members of the Royal Institute of Chartered Surveyors (RICS) or some other suitable valuer the Insurer agrees to, and
- b. Declared Values being adjusted from the date of such valuations to take into account alterations since prior valuations
- c. appropriate allowance in Declared Values for inflationary increases in each period of insurance between valuations

that the provisions of Basis of Settlement Adjustments Clause 54. Underinsurance (Average) and of Average in Clause 11. Contribution and Underinsurance (Average) shall be waived.

### 56. Value Added Tax

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

Provided that

- a. the Insured's liability for such tax arises solely as a result of the reinstatement or repair of the Buildings to which such item relates following Damage
- b. the Insurer has paid or has agreed to pay for such Damage
- c. if any payment made by the Insurer in respect of the reinstatement or repair of such Damage shall be less than the actual cost of the reinstatement or repair of the Damage, any payment under this clause resulting from that Damage shall be reduced in like proportion
- d. the Insured's liability for such tax does not arise from the replacement building having a greater floor area than or being better or more extensive than the destroyed or Damaged Buildings
- e. where an option to rebuild on another site is exercised, that the Insurer's liability under this clause shall not exceed the amount of tax that would have been payable had the Buildings been rebuilt on its original site
- f. the Insurer's liability under this clause shall not include amounts payable by the Insured as penalties or interest for non payment or late payment of tax

- g. the Insured has taken all reasonable precautions to insure adequately for Value Added Tax liability from the inception of this insurance and at each subsequent Renewal Date

Terms to the contrary elsewhere in this Section are over-ridden as follows in respect of those items to which this Extension applies

- i. for the purpose of any condition of Underinsurance (Average) rebuilding costs shall be exclusive of Value Added Tax
- ii. the liability of the Insurer may exceed the Sum Insured by an individual item on Buildings or in the whole the Total Sum Insured where such excess is solely in respect of Value Added Tax.

## Exclusions

This Section does not cover:

### 1. Damage caused by or consisting of:

- a.** inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
- b.** the bursting of any boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to the Insured or under the control of the Insured in which internal pressure is due to steam only
- c.** pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

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

- d.** faulty or defective workmanship by the Insured or any employee of the Insured
- e.** operational error or omission by the Insured or any employee of the Insured

but the Insurer will pay for

- i.** such Damage not otherwise excluded which itself results from a Specified Event
- ii.** subsequent Damage which itself results from a cause not otherwise excluded
- f.** acts of fraud or dishonesty by any partner, director or employee of the Insured

but the Insurer will pay for such Damage not otherwise excluded which itself results from a Specified Event.

### 2. Damage caused by or consisting of:

- a.** corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- b.** change in temperature, colour, flavour, texture or finish
- c.** theft or attempted theft
  - i.** which does not involve entry to or exit from a building or

part of a building at the Premises by forcible and violent means or hold-up by violence or threat of violence to the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises

- ii.** to property in the open or in open fronted Buildings or in Buildings not on permanent foundations
- iii.** expedited or in any way brought about by the Insured or any partner, director or employee of the Insured

or Damage consisting of

- d.** joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
- e.** mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates

but the Insurer will pay for

- i.** such Damage not otherwise excluded, which itself results from a Specified Event or from any other accidental loss, destruction or damage
- ii.** subsequent Damage which itself results from a cause not otherwise excluded.

### 3. Loss or destruction or damage caused by pollution or contamination but the Insurer will pay for destruction or damage to the Property Insured not otherwise excluded, caused by

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

### 4. Damage caused by or consisting of:

- a.** subsidence, ground heave or landslip
  - i.** in respect of walls, gates, fences, roads, car parks, yards, forecourts, patios, pavements, footpaths, and similar hard surfaced areas unless covered by this Section and a building covered by this Section is Damaged by the same cause at the same time
  - ii.** resulting from
    - a.** the settlement or movement of made-up ground
    - b.** coastal or river erosion

- c. defective design or workmanship or the use of defective materials
    - iii. which commenced prior to the inception of this cover
    - iv. occurring as a result of demolition, construction, structural alteration or repair of any Property or as a result of ground works or excavation, at the same Premises
  - b. normal settlement or bedding down of new structures
  - c. disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
5. Destruction of or damage to any building or structure caused by its own collapse or cracking, but the Insurer will pay for such destruction or damage resulting from a Specified Event in so far as it is not otherwise excluded.
6. Damage in respect of any building which is Unoccupied caused by
- a. freezing
  - b. escape of water from any tank, apparatus or pipe
  - c. malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Damage caused by fire or explosion.
7. Damage in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust.
8. Damage to any Property
- a. caused by fire, resulting from its undergoing any heating process or any process involving the application of heat
  - b. resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the Insurer will pay for such Damage caused by fire or explosion.
9. Damage in respect of
- a. jewellery, precious stones or precious metals, bullion, furs, curiosities
  - b. works of art or rare books (other than as provided under Contents)
  - c. property in transit
  - d. glass (other than fixed glass), sanitary ware (other than fixed sanitary ware), china, earthenware, marble or other fragile or brittle objects
  - e. Money (other than as provided under Contents), bonds or securities of any description

but the Insurer will pay for such Damage caused by a Specified Event in so far as it is not otherwise excluded.

10. Damage to

- a. vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- b. Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
- c. land, piers, jetties, bridges, culverts or excavations
- d. livestock or growing crops

but the Insurer will pay for such property where specifically described in the Schedule or in this Section.

11. Property which at the time of the happening of Damage is insured by or would but for the existence of this Section be insured by any marine policy or policies, but the Insurer will pay for any excess beyond the amount which would have been payable under such marine policy or policies had this Section not been effected.
12. Any Property more specifically insured by or on behalf of the Insured.
13. Damage occasioned by nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority.
14. Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion, and (except in respect of Damage by fire or explosion) strikers, locked out workers, persons taking part in labour disturbances or malicious persons.
15. Consequential loss or damage of any kind or description, except loss of Rent (alternative accommodation) when such loss is insured by this Section.
16. Damage directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date, including the failure
- a. correctly to recognise any date as its true calendar date
  - b. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- c. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date

but the Insurer will pay for subsequent Damage which is not otherwise excluded and which itself results from a Specified Event.

- 17.** After the application of all other terms and conditions of this Section and the Policy including any Underinsurance (Average) Basis of Settlement Adjustment, and in respect of each separate Premises, the amount of the Excess specified in the Schedule.

## Section Conditions

### 1. Precautions

The Insured must take all reasonable precautions to keep the Property Insured secure and in a good state of repair.

### 2. Alteration in Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration in the ownership of the Insured, or if in respect of any of the Property Insured there is any alteration

- a. due to its disposal or removal
- b. in respect of which the interest of the Insured ceases except by will or operation of law
- c. in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any adjoining site
- d. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy

which materially increases the risk of Damage as insured by this Section.

Upon being notified of any such alteration, the Insurer may, at its absolute discretion

- a. continue to provide cover under this Section on the same terms

- b. restrict the cover provided by this Section
- c. impose additional terms
- d. alter the premium
- e. cancel this Section and the Policy.

If the Insured fails to notify the Insurer of any such alteration, the Insurer may

- a. treat this Section and the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled this Section and the Policy had it known of the increase in risk
- b. treat this Section and the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.

### 3. Unoccupied Buildings

It is a condition precedent to the liability of the Insurer that

- A. The Insured must notify the Insurer in writing as soon as they become aware that any buildings or parts of any buildings are or are to become Unoccupied. The Insurer will notify the Insured of the terms and conditions to apply to such buildings and the Insured may be required to pay an additional premium.
- B. in respect of any buildings or parts of any buildings that are Unoccupied or become Unoccupied after the commencement of cover under this Section until such buildings or parts of buildings again become occupied the Insured or their nominees must
  - a. turn off electricity gas and water supplies at the mains and drain down all water systems except for those
    - i. connected to automatic fire alarm or intruder alarm installations
    - ii. connected to automatic sprinkler installations or other fire suppression systems
  - b. maintain automatic sprinkler installations and other fire suppression systems automatic fire alarm and intruder alarm installations and keep them fully operational



- c. maintain a level of heating sufficient to prevent freezing of automatic sprinkler installations
- d. secure the buildings and all points of access against entry by intruders and put all protective and locking devices and any intruder alarm installations into full and effective operation
- e. remove all waste unfixated combustible materials and gas bottles from the interior of the buildings including any communal parts and from any external areas owned by the Insured
- f. carry out an internal and external inspection of the buildings at least once every 14 days and
  - i. maintain a record of such inspections
  - ii. ensure that any defects in the condition or state of repair of the buildings or defects in security or alarm or fire protection installations are rectified remedied or repaired immediately
- g. notify the Insurer immediately if the buildings are to be occupied by contractors for renovation alteration or conversion purposes
- h. complete any risk improvements put forward by the Insurer within the timescale specified

unless the Insurer agrees otherwise in writing.

#### 4. Non Invalidation

This insurance shall not be invalidated

- a. by repairs, structural and other alterations of a minor nature and general maintenance work being undertaken at the Premises
- b. by any increase in risk of Damage resulting from an alteration act or omission which occurs without the authority or knowledge of the freeholder mortgagee or lessor

but this shall only protect the interest of the freeholder mortgagee or lessor and shall only apply if the Insurer be notified immediately on the party becoming aware of the increase in risk and the payment of any reasonable additional premium.

#### 5. Additional Claims Conditions

In the event of Damage, in consequence of which the Insured make or may make a claim under this Section, the Insured shall at their own expense deliver to the Insurer

- a. within 30 days after such Damage (28 days in the case of Damage by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as the Insurer may allow in writing
  - i. full information in writing of the Property Insured Damaged and the amount of Damage
  - ii. details of any other insurances on the Property Insured covered by this Section
- b. all such proof and information relating to the claim as may reasonably be required
- c. if required, a statutory declaration of the truth of the claim and of any matters connected with it.

The Insurer will not pay for any claim unless the terms of this Condition have been complied with, and any payment on account already made shall be repaid to the Insurer.

#### 6. Reinstatement

If any property is to be reinstated or replaced by the Insurer, the Insured shall at their own expense provide all plans, documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this Section more than its Sum Insured.

#### 7. The Insurer's rights following a claim

In respect of Damage for which a claim is made, the Insurer and any person authorised by the Insurer may without incurring any liability or diminishing any of the Insurer's rights in respect of the cover under this Section, enter take or keep possession of the Premises where such Damage has occurred, and take possession of or require to be delivered to the Insurer any Property Insured, and to deal with such Property for all reasonable purposes and in any reasonable manner.

- No Property may be abandoned to the Insurer, whether taken possession of by the Insurer or not
- The Insurer will not pay for any claim unless the terms of this Condition have been complied with.

## 8. Subrogation

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

The Insurer shall not enforce any rights against

- a. a tenant or lessee in respect of Damage to the part of the Premises in the demise of that tenant or lessee or to common parts of the Premises unless the Damage arises out of a criminal fraudulent or malicious act
- b. any Company being a parent of or Subsidiary to the Insured or any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of Section 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986
- c. any Managing agent acting on behalf of the Insured but excluding Damage due to Managing agent's gross negligence or wilful misconduct.

## 9. Arbitration

If any difference arises as to the amount to be paid under this Section (liability being otherwise admitted by the Insurer), such difference shall be referred to an arbitrator to be appointed by the Insured and the Insurer in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against the Insurer.

## 10. Change of Occupancy

The Insured must notify the Insurer in writing as soon as they become aware that any Unoccupied buildings or Unoccupied parts of any buildings are or are due to become occupied. The Insurer will notify the Insured of the terms and conditions to apply to such buildings and the Insured may be required to pay an additional premium.

## 11. Declaration

At inception of each Period of Insurance, the Insured shall notify the Insurer of the Declared Value of the Property Insured. In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the forthcoming Period of Insurance, appropriately adjusted if Index Linking applies.

## 12. Explosion – Engineering Inspection

In respect of any vessel machinery or apparatus or its contents belonging to or under the control of the Insured which requires to be examined to comply with any statutory regulations cover against loss destruction or damage caused by an explosion originating therein is subject to the provision that such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service.

# Loss of Rent All Risks Section

## Definitions

### Business Interruption

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of Damage.

### Damage/Damaged

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

### Specified Events

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

### Premises

The buildings at the address or addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible.

### Unoccupied

Any Premises or part of any Premises that is unfurnished untenanted or no longer in active use for a period exceeding 30 consecutive days.

### Indemnity Period

#### A. For occupied Premises or occupied parts of Premises

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage

#### B. For Unoccupied Premises

- i. which are not let but are tenantable and for which there is evidence of an agreement with a prospective tenant

The period beginning with the date upon which but for the Damage Rent would have commenced to be payable and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage

- ii. which are not let but are tenantable but for which there is no evidence of an agreement with a prospective tenant

The period beginning with the date upon which but for the Damage it is anticipated that Rent would have commenced to be payable and ending not later than

- a. the date upon which the building or that part of the building Damaged is restored to its pre-damaged condition and is capable of direct occupation, or
- b. the Maximum Indemnity Period thereafter

whichever is the earlier during which the results of the Business shall be affected in consequence of the Damage.

### Maximum Indemnity Period

The period shown in the schedule.

### Rent

#### A. For occupied Premises or occupied parts of Premises

being the money paid or payable to the Insured by tenants for accommodation provided and services rendered at the Premises in course of the Business

#### B. For Unoccupied Premises

being the amount that it is reasonably anticipated would have been paid or payable to the Insured by tenants for accommodation provided and services rendered at the Premises in course of the Business, provided that

- i. in respect of Premises which are not let but are tenantable and for which there is Evidence of an agreement with a prospective tenant such amount applying at the date upon which but for the Damage Rent would have commenced
- ii. in respect of Premises which are not let but are tenantable but for which there is no Evidence of an agreement with a prospective tenant such amount and the date upon which but for the Damage Rent would have commenced will be determined having regard
  - a. to actual negotiations with prospective tenants both before and after the date of the Damage
  - b. to the demand for and the general level of rents applying to similar accommodation in the locality at the date of the Damage

Evidence for the purpose of this definition shall mean leases to be signed or in course of negotiations and that such leases or negotiations are evidenced by exchange of contracts or exchange of legally binding letters of intent containing a specified completion date or similar legally binding documents

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

## Residential Property

The flat or a block of flats apartment block maisonette or house situate at the Premises occupied for domestic residential purposes.

## Cover

If property or any part of any property used by the Insured at the Premises for the purpose of the Business suffers Damage during the Period of Insurance other than by an excluded cause, and in consequence the Business carried on by the Insured at the Premises be interrupted or interfered with, the Insurer will pay the Insured as indemnity the amount of the loss at the time of the Damage resulting from such interruption or interference in respect of each item specified in the Schedule

## Basis of Settlement

The Insurer will pay the Insured, subject to the Basis of Settlement Adjustments, in respect of each item

- i.** the loss of Rent being the actual amount by which the rent during the Indemnity Period falls short of the Rent which but for the Damage would have been received by the Insured
- ii.** the costs of re-letting being the expenditure necessarily and reasonably incurred from the date of the Damage until the expiry of the Indemnity Period in consequence of the Damage in re-letting the Premises (including legal fees managing agents costs or other charges in connection with such re-letting) solely in consequence of such re-letting
- iii.** the additional expenditure being the additional expenditure (other than that recoverable under ii above) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent which but for that expenditure would have taken place during the Indemnity Period

Provided that

- a.** this insurance shall not apply in respect of any item on Rent unless at the time of the Damage there is in force an insurance covering the interest of the Insured in the Premises where the Damage has occurred and
  - i.** payment shall have been made or liability admitted under such insurance, or
  - ii.** payment would have been made or liability would have been admitted thereunder but for the operation of a proviso excluding liability for losses below a specified amount

except that this proviso shall not apply in respect of any item on Rent where another party (not being the Insured) is responsible for insuring the Premises by virtue of lease or other contractual arrangements
- b.** the Insurer will not pay the Insured for
  - i.** additional expenditure exceeding the loss of Rent thereby avoided
  - ii.** legal fees or other charges payable by any new tenant acquired in re-letting the Premises in consequence of the Damage
  - iii.** any amounts saved during the Indemnity Period in respect of any of the charges and expenses of the Business payable out of Rent that may cease or may be reduced.

## Limit of Liability

The most the Insurer will pay for any one claim in any one Period of Insurance is

- A. i.** 200% of the Rent Sum Insured
  - ii.** in respect of any other item 100% of its Sum Insured or any other limit of liability applicable to such item in this Section whichever is the less at the time of the Damage
  - iii.** in total the sum of 200% of the Rent Sum Insured and 100% of the Sum Insured or limit of liability for any other items in this Section whichever is the less at the time of the Damage
- B.** the amount of the Sum Insured or limit of liability remaining after deduction for any other Damage occurring during the same Period of Insurance unless the Insurer agrees to reinstate any such Sum Insured or limit of liability

Irrespective of the number of insured parties the total liability of the Insurer to all of the insured parties collectively in respect of any of the Covers insured by this Section shall not exceed the total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability.

Any payment or payments by the Insurer to any one or more insured party shall reduce to the extent of that payment the liability of the Insurer to all parties arising from any one event giving rise to a claim under this Section.

## Basis of Settlement Adjustments

In calculating the amounts the Insurer will pay the Insured as indemnity, adjustments shall be made in accordance with the following clauses.

### 1. Accountants & Legal Fees

If any of the Premises suffer Damage the Insurer will pay the reasonable charges payable by the Insured and incurred with the consent of the Insurer to

- a. their auditors or professional accountants for producing such information as may be required by the Insurer under the terms of the Additional Claims Conditions and for reporting that such information is in accordance with the Insured's accounts
- b. their lawyers for determining their contractual rights under any rent cessor clause or insurance break clause contained in the lease

but not for any other purposes in the preparation of any claim.

Provided that the Insurer's liability in total in any one Period of Insurance shall in no case exceed 200% of the Sum Insured specified against the relative item or any Limit of Liability stated in the Policy whichever is the lower.

### 2. Additional Increase in Costs of Working

Where an item for Additional Increase in Cost of Working is shown in the Schedule, cover extends to include additional expenditure beyond that the Insurer will pay as indemnity in respect of Increase in Cost of Working under the Basis of Settlement, necessarily and reasonably incurred in consequence of Damage for the purposes of avoiding or diminishing the loss of Rent during the Indemnity Period.

The most the Insurer will pay for any one claim is the Sum Insured shown in the Schedule.

### 3. Alternative Premises

If during the Indemnity Period accommodation shall be provided or services rendered elsewhere than at the Premises for the benefit of the Business, either by the Insured or by others on behalf of the Insured, the money paid or payable for such accommodation or services shall be taken into account in arriving at the Rent during the Indemnity Period.

### 4. Automatic Reinstatement of Sum Insured

Following Damage as insured by this Section the Sums Insured or limits of liability shall not be reduced by the amount of any claim provided that

- a. the Insurer does not give written notice to the contrary within 30 days of the notification of any Damage
- b. the Insured pays the appropriate additional premium on the amount of the claim from the date of Damage to the expiry of the Period of Insurance.

### 5. Book Debts

Cover extends to include the Insured's loss in respect of Outstanding Debit Balances following Damage to the Insured's Records.

The most the Insurer will pay for any one claim is the Sum Insured shown in the Schedule.

The following Definitions apply in respect of this cover:-

#### Geographical Limits

At the Premises or any other premises in the United Kingdom occupied by persons acting on behalf of the Insured, to which Records have been temporarily removed in transit, including sea or air transit, within the United Kingdom.

#### Insured's Records

The Insured's books of account or other business books or records.

#### Outstanding Debit Balances

The total recorded by the Insured under the provisions of the Outstanding Debit Recording Condition adjusted for

- a. bad debts
- b. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the Insured's books at the time of the event) to customers' accounts in the period between the date to which the total last recorded relates and the date of the Damage



- c. any abnormal condition of trade which had or could have had a material effect on the Business

so that the adjusted figures represent as near as reasonably practicable results which but for the Damage the Insured would have obtained at the date of the Damage had the Damage not occurred.

The following Basis of Settlement applies in respect of this cover:-

The Insurer will pay the Insured the amount of their claim for Outstanding Debit Balances if in consequence of Damage within the Geographical Limits the Insured are unable to trace or establish Outstanding Debit Balances in whole or in part.

The cover is limited to loss sustained by the Insured directly due to the Damage and the amount payable shall not exceed

- a. the difference between
  - i. the Outstanding Debit Balances, and
  - ii. the total of the amounts received or traced in respect of such balances
- b. the additional expenditure incurred with the Insurer's previous consent in tracing and establishing customers' debit balances after the Damage.

Except that if the Sum Insured at the time of the Damage is less than the Outstanding Debit Balances, the amount payable will be proportionately reduced.

Provided that

1. Outstanding Debit Recording  
At the end of each month the Insured shall record the total amount outstanding in customers' accounts at that time, and keep a copy of such records at a place other than the Insured's Premises.
2. Additional Claims Condition  
In the event of Damage in consequence of which the Insured make or may make a claim under this Basis of Settlement Adjustment, the Insured shall at their own expense deliver to the Insurer full information in writing of the particulars of the claim, together with details of all other policies covering Outstanding Debit Balances or any part of them, and the amount of any resulting Outstanding Debit Balances. The Insurer will not pay for any claim unless the terms of this Condition have been complied with, and any payment on account already made shall be repaid to the Insurer.

### 3. Underinsurance (Average)

If the Sum Insured at the time of the Damage is less than the Outstanding Debit Balances, the amount payable will be proportionately reduced.

## 6. Break Clause

The insurance shall not be prejudiced by any insurance or causality break clause in a lease which enables a lessee to determine the lease in event of Damage deeming the property to be uninhabitable.

## 7. Buildings Awaiting Sale

If at the time of the Damage the Insured shall have contracted to sell their interest in the Premises or shall have accepted an offer in writing to purchase their interest in the Premises subject to contract and the sale is cancelled or delayed solely in consequence of the Damage the Insured may opt for the amount payable by the Insurer to be as follows:

- A. during the period prior to the date upon which but for the Damage the Premises would have been sold, the loss of Rent being the actual amount of the reduction in Rent solely in consequence of the Damage
- B. during the period commencing with the date upon which but for the Damage the Premises would have been sold and ending with the actual date of sale or when the Premises or that part of the Premises capable of direct occupation and affected by the Damage is restored to its pre-damaged condition or the Maximum Indemnity Period whichever is the earlier during which the results of the Business shall be affected in consequence of the Damage
  - a. the loss in respect of interest being
    - i. the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the Business
    - ii. the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided under a i. less any amount receivable in respect of Rent
  - b. the additional expenditure being
    - i. the additional expenditure necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss payable under A. and B. above but not exceeding the amount of loss avoided by such expenditure

- ii. the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the Damage but not exceeding an amount equivalent to the expenditure incurred immediately prior to the Damage.

Provided that

- i. the Insured shall make all reasonable efforts to complete the sale of the Premises as soon as practicable after the Damage
- ii. the assessment of the actual loss of interest shall be at a rate of not more than 2% above the London Interbank Offered Rate applying during the Indemnity Period
- iii. the amount payable under this Section shall not exceed the amount of Rent that would have been earned had the Premises been leased or rented
- iv. the Insurer's liability in total in any one Period of Insurance shall in no case exceed 10% of the Rent Sum Insured specified against the relevant item or £100,000 whichever is the lower, unless stated otherwise in the Schedule.

## 8. Capital Additions

Cover includes Rent in respect of alterations additions and improvements to Premises situate within the United Kingdom, provided that

- a. the maximum liability of the Insurer for any one claim shall not exceed
  - i. 20% of the Total Sum Insured for each item covered, or
  - ii. £2,000,000 in respect of any one Premises occupied solely for office, retail or residential purposes
  - iii. £1,000,000 in respect of any one Premises occupied for any other purposes, or
  - iv. £250,000 in respect of any one Unoccupied Premises whichever is the less at any one Premises
- b. the Insured shall give details of such alterations and additions to the Insurer within 6 calendar months of the commencement date of the Insured's interest in such Rent and effect specific cover retrospective to such date and pay the appropriate additional premium
- c. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Newly Acquired Buildings or Inadvertent Omission to Insure Basis of Settlement Adjustments.

## 9. Contracting Purchaser's Interest

The Insurer agrees that without prejudice to the rights and liabilities of the Insured or the Insurer, if at the time of Damage the Insured shall have contracted to sell their interest in any Premises for which Rent is insured under this Section and the purchase has not been but is subsequently completed, the purchaser shall be entitled on completion of the purchase to benefit under this Section for loss of Rent in consequence of such Damage until completion, to the extent that such Rent is not otherwise insured by the purchaser or on their behalf.

## 10. Current Cost Accounting

For the purposes of this Section, any adjustment implemented in current cost accounting shall be disregarded.

## 11. Inadvertent Omission to Insure

The Insured having notified the Insurer of their intention to insure Rent in respect of all property which they own or for which they are responsible situate within the United Kingdom (unless otherwise agreed in writing by the Insurer) from the inception date of this Section of the Policy and it being the Insured's belief that all such property is insured then the Insurer agrees to extend Cover under this Section so that if subsequently any such property is found to have inadvertently been left uninsured by the Insured during the Period of Insurance then the Insurer will deem such property to be insured by this Section, provided that

- a. the maximum liability of the Insurer any one claim shall not exceed
  - i. £3,000,000 in respect of any one premises occupied solely for office, retail or residential purposes
  - ii. £1,000,000 in respect of any one premises occupied for any other purposes, or
  - iii. £250,000 in respect of any one Unoccupied premises
- b. the Insured carry out at not less than twelve month intervals a check to ensure that effective insurance is in force for all property which they own or for which they are responsible
- c. the Insured shall give details in writing immediately an omission is discovered and within 30 days of the date of discovery shall provide the Insurer with the Rent sum insured to apply and effect specific cover retrospective to such date and pay the appropriate additional premium
- d. the value of the property which has been inadvertently omitted shall for the purpose of the Underinsurance (Average) Basis of Settlement Adjustment be added to the Sum Insured on the item to which the premises relates

- e. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Newly Acquired Buildings or Capital Additions Basis of Settlement Adjustments or in respect of any appreciation in value.

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

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

Provided that

- i. the assessment of the interest lost shall be at a rate of not more than 2% above the London Interbank Offered Rate applying during the Indemnity Period
- ii. the Insurer's liability in total in any one Period of Insurance shall in no case exceed 200% of the Sum Insured specified against the relative item or any Limit of Liability stated in this Section whichever is the lower.

## 13. Newly Acquired Premises

Cover includes Rent in respect of Premises situate within the United Kingdom

- i. from the date of exchange of contracts for premises newly acquired by the Insured
- ii. from the date of practical completion for premises previously insured under a construction policy in the United Kingdom to the extent that the Insured's interest is not protected by any other or more specific insurance

Provided that

- a. the Insured shall give details in writing of such premises as soon as reasonably practicable and shall effect specific cover retrospective to such date of exchange or date of practical completion and pay the appropriate additional premium
- b. this cover shall operate for a maximum period of 30 days from the date the Insured acquired their interest in the premises
- c. this insurance shall not apply in respect of any cause or cover otherwise excluded from this Section

- d. the maximum liability of the Insurer for any one claim shall not exceed
  - i. £3,000,000 in respect of any one Premises occupied solely for office, retail or residential purposes
  - ii. £1,000,000 in respect of any one Premises occupied for any other purposes, or
  - iii. £250,000 in respect of any one Unoccupied Premises
- e. this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Capital Additions or Inadvertent Omission to Insure Basis of Settlement Adjustments.

## 14. Payments on Account

The Insurer will make payments on account during the Indemnity Period, if the Insured so request, subject to any necessary adjustment at the end of the Indemnity Period.

## 15. Relocation of Tenants

In the event that the tenant is relocated to an empty Premises of the Insured following Damage the claim for any resultant loss of Rent in relation to the Damaged Premises will not be reduced provided that

- a. the Buildings are insured under the Property Damage Section of this Policy
- b. the maximum the Insurer will pay by any item is the Sum Insured.

## 16. Rent Free Period

If at the date of the Damage no Rent is receivable in respect of all or any part of the Premises due solely to the existence of a contractual agreement granting any tenant or lessee a Rent Free Period then at the option of the Insured and in respect only of that part of the Premises subject to such agreement then for the purpose of this Basis of Settlement Adjustment the following shall apply:

The Maximum Indemnity Period shown in the Schedule shall be adjusted by adding the unexpired portion of the Rent Free Period at the date of the Damage to the number of months shown in the Schedule provided that such additional period does not exceed 12 months (unless otherwise agreed by the Insurer in writing).

In respect of the cost of re-letting such costs and expenses which are necessarily and reasonably incurred during the Rent Free Period shall be regarded as having been incurred during the Indemnity Period.

When assessing the amount of any charge or expense ordinarily payable out of Rent which shall cease or reduce the sum saved during the Rent Free Period shall be deducted from the amount otherwise payable.

Underinsurance Condition: Rent shall mean the actual annual Rent that applies from the date immediately after the Rent Free Period ceases proportionately increased where the Indemnity period exceeds one year.

Rent Free Period shall mean the period between the completion date of the lease and the commencement date of the payment of Rent.

Subject to

- i. allowance for the amount of the actual future Rent having been included in the Sums Insured under this Section
- ii. the liability of the Insurer in total in any one Period of Insurance shall in no case exceed 200% of the Sum Insured specified against the relative item or any limit of liability stated in this Section whichever is the lower.

### **17. Seventy Two Hours Clause**

Damage occurring within 72 consecutive hours of and arising from the Specified Events of Storm or Flood is deemed to be one claim. The Insured have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section, provided that such Damage occurred prior to expiry of the Period of Insurance.

### **18. Service Charges and Other Charges**

Rent is deemed to include

- i. service charges and other income paid or payable to the Insured for the use of the Premises and services provided in connection therewith and for car parking facilities
- ii. insurance premiums where there is a cessor clause in the lease which enables the lessee to cease paying such premiums or part thereof in the event of Damage

unless otherwise stated in the Schedule.

### **19. Trends and Variations**

Adjustments shall be made in arriving at the actual Rent during the Indemnity Period and the Maximum Indemnity Period to reflect any trends or circumstances (including but not limited to prospective increases in Rent under the terms of the lease or leases of the Premises) which affect the Business either before or after the date of the Damage and which would have affected the Business had the Damage not occurred so that the adjusted figure will represent, as near as possible, the results which would have been achieved during the relative period had the Damage not occurred.

### **20. Underinsurance (Average)**

If the Sum Insured by any Item on Rent at the commencement of the Period of Insurance is less than the Calculated Rent for that item the amount payable will be proportionately reduced

For the purpose of this Condition Calculated Rent means

For occupied Premises or occupied parts of Premises

The amount of the actual annual Rent at commencement of the Period of Insurance plus increases as a result of rent reviews known to be due during such Period of Insurance proportionately increased when the Maximum Indemnity Period exceeds 12 Months

For Premises or parts of Premises that are Unoccupied

The amount of annual Rent at commencement of the Period of Insurance that it is reasonably anticipated would have been paid or payable to the Insured during such Period of Insurance proportionately increased when the Maximum Indemnity Period exceeds 12 Months

For Premises subject to a Rent Free Period concession the actual annual Rent that applies from the date immediately after the Rent Free Period ceases.

### **21. Value Added Tax**

All terms in this Section shall be exclusive of value added tax to the extent that the Insured are accountable to the tax authorities for such tax.

## Extensions

Any claim resulting from interruption of or interference with the Business at any situation or to any property shown below, within the United Kingdom, shall be understood to be Business Interruption as covered by this Section

Provided that after the application of all other terms, exclusions, conditions and provisions of this Section the liability of the Insurer for any one claim shall not exceed the Limit stated in respect of each extension

### 1. Managing Agents Premises

Damage to property at any location in the United Kingdom owned or occupied by the Insured's managing agents for the purposes of their business in consequence of which the Rent receivable by the Insured is reduced

Provided that

- i. such loss of Rent is not insured by any other policy
- ii. such loss of Rent is not paid to the Insured as a direct result of the Damage
- iii. Rent is not outstanding for more than 120 days in excess of its due date
- iv. the Insured take all reasonable steps to recover rent receivable and repay to the Insurer all sums paid to the Insured under this Extension which they later recover
- v. the Insurer shall not be liable under this Extension for more than the limit stated below in respect of any one claim

**Limit;** 10% of the Sum(s) Insured by the relevant items or £500,000 whichever is the less unless specified otherwise in the Schedule.

### 2. Denial of Access – Damage

Damage to property in the immediate vicinity of the Premises which prevents or hinders the use of or access to the Premises whether the Premises or property in the Premises is destroyed or damaged or not but excluding loss or destruction of or damage to property of any supply undertaking from which the Insured obtains electricity gas or water or telecommunications services which prevents or hinders the supply of such services to the Premises.

Provided that the Insurer shall not be liable under this Extension for more than the limit stated below in respect of any one claim

**Limit;** 200% of the Sum Insured by any Rent item, 100% of the Sum Insured by any other item, unless specified otherwise in the Schedule.

### 3. Denial of Access – Non Damage

Access to the Premises or any property or rights of way in the immediate vicinity of the Premises being hindered or prevented as a result of the actions or advice of the Government a Local Authority or other statutory body due to an emergency arising which is likely to endanger life or property

Provided that there shall be no liability under this Extension for any interruption or interference caused by or arising from

- a. the condition of the Premises or the business carried on within the Premises
- b. the Insured's or lessee's non compliance with a prior order of the Police or any statutory body
- c. any period other than the actual period of hindrance or prevention of access to the Premises or use of the Premises
- d. any consequence of physical Damage
- e. any consequence of labour disputes infections or contagious diseases or drought
- f. any cause within the control of the Insured or any lessee
- g. any loss which is a direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear
- h. any loss arising from the obstruction of roads streets and other rights of way by weather or climatic conditions

Provided that the Insurer shall not be liable under this Extension for

- 1. any prevention hindrance or use of the Premises which does not last for at least four (4) consecutive hours
  - 2. more than the limit stated below in respect of any one claim
- Limit;** £50,000 unless specified otherwise in the Schedule.

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed three (3) months.

### 4. Loss of Attraction – Leased premises

Damage to property in the immediate vicinity of the Premises which causes a loss of custom to the lessee's business due to a fall in the number of customers visiting the area in consequence of which the Rent receivable by the Insured is reduced

Provided that

- a. Damage shall exclude obstruction of roads, streets and the like by weather or climatic conditions
- b. the Maximum Indemnity Period shall not exceed three (3) months

- c. the Insurer shall not be liable under this Extension for more than the limit stated below in respect of any one claim

**Limit;** 10% of the Sum(s) Insured by the relevant items or £500,000 whichever is the less unless specified otherwise in the Schedule.

## 5. Loss of Attraction – Unleased Premises

Damage to property in the immediate vicinity of the Premises which in direct consequence results in the termination and or renegotiation of any agreements for lease and or other loss of tenancy and or delay in completion or letting of the Premises and in consequence of which the Rent receivable by the Insured is reduced

Provided that

- a. Damage shall exclude obstruction of roads, streets and the like by weather or climatic conditions
- b. the Maximum Indemnity Period shall not exceed three (3) months
- c. the Insurer shall not be liable under this Extension for more than the limit stated below in respect of any one claim

**Limit;** 10% of the Sum(s) Insured by the relevant items or £100,000 whichever is the less unless specified otherwise in the Schedule.

## 6. Supply Undertakings

- A. Damage to property at any land based premises
- B. Damage to property comprising any land based connecting cable pipe or pylon to the terminal connecting point at the Premises

of any supply undertaking service provider or producer in the United Kingdom from which the Insured obtains

- i. electricity (including generating stations or sub-stations)
 

**Limit;** 200% of the Sum Insured by any Rent item, 100% of the Sum Insured by any other item unless specified otherwise in the Schedule.
- ii. gas (including any natural gas producer linked directly therewith)
 

**Limit;** 200% of the Sum Insured by any Rent item, 100% of the Sum Insured by any other item unless specified otherwise in the Schedule.
- iii. water (including works and pumping stations)
 

**Limit;** 200% of the Sum Insured by any Rent item, 100% of the Sum Insured by any other item unless specified otherwise in the Schedule.

- iv. telecommunications services

**Limit;** 200% of the Sum Insured by any Rent item, 100% of the Sum Insured by any other item unless specified otherwise in the Schedule.

Provided that

- a. the Insurer shall not be liable for any Business Interruption which does not involve a cessation of supply for at least four (4) consecutive hours in respect of B.
- b. the Insurer shall not be liable for any Business Interruption caused by or arising from or attributable to any overhead transmission and distribution lines and their supporting structures other than those within one (1) mile of the Premises.

## 7. Documents

Damage to documents belonging to the Insured or held by the Insured in trust, whilst at premises not being the Insured's Premises, or in transit by road, rail or inland waterway. Provided that the Insurer shall not be liable under this Extension for more than the limit stated below in respect of any one claim

**Limit;** 200% of the Sum Insured by any Rent item, 100% of the Sum Insured by any other item unless specified otherwise in the Schedule.

## 8. Failure of Supply

Accidental failure of supply of

- i. electricity at the terminal ends of the service provider's feeders at the Premises
 

**Limit;** 10% of the Sum(s) Insured by the relevant items or £1,000,000 whichever is the less unless described otherwise in the Schedule.
- ii. gas at the service provider's meters at the Premises
 

**Limit;** 10% of the Sum(s) Insured by the relevant items or £1,000,000 whichever is the less unless described otherwise in the Schedule.
- iii. water at the service provider's main stop cock serving the Premises
 

**Limit;** 10% of the Sum(s) Insured by the relevant items or £1,000,000 whichever is the less unless described otherwise in the Schedule.
- iv. telecommunications services at the incoming line terminals or receivers at the Premises
 

**Limit;** 10% of the Sum(s) Insured by the relevant items or £1,000,000 whichever is the less unless described otherwise in the Schedule.



Provided that

- a. the Insurer shall not be liable for any Business Interruption which does not involve a cessation of supply for at least four (4) consecutive hours and at least twelve (12) consecutive hours in respect of the supply of telecommunications services
- b. the Insurer shall not be liable for any claim resulting from the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services not performed for the sole purpose of safeguarding life or protecting the supply undertaking's system
- c. in respect of the supply of telecommunications services the Maximum Indemnity Period shall not exceed 3 months
- d. the Insurer shall not be liable for any claim resulting from failure caused by
  - i. strikes or any labour or trade dispute
  - ii. drought
  - iii. other atmospheric or weather conditions but this shall not exclude failure due to damage caused by such conditions
- e. the Insurer shall not be liable for any Business Interruption caused by or arising from or attributable to the failure of any overhead transmission and distribution lines and their supporting structures other than those within one (1) mile of the Premises
- f. this Extension excludes Business Interruption as insured under the Supply Undertakings Extension

## 9. Exhibition Sites

Damage to property at any exhibition site within the United Kingdom

Provided that

- i. such exhibition site is not under canvas or in the open
- ii. the Insurer shall not be liable under this Extension for more than the limit stated below in respect of any one claim

**Limit;** £25,000 unless specified otherwise in the Schedule.

## 10. Specified Illness, Vermin, Pest, Defective Sanitation, Murder or Suicide

Any claim resulting from interruption or interference with the Business during the Indemnity Period in consequence of the under noted contingencies shall be deemed to be Damage as covered by this Section subject to the following definitions conditions and provisos

### Contingencies

- A. any occurrence of a Specified Illness at the Premises or injury or illness sustained by any person caused by food or drink poisoning arising from food or drink supplied from the Premises
- B. any discovery of an organism likely to result in the occurrence of a Specified Illness at the Premises
- C. any occurrence of Legionellosis at the Premises
- D. the discovery of vermin or pests at the Premises
- E. 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
- F. any occurrence of murder or suicide at the Premises

Provided that

- 1. the Insurer shall not be liable in respect of Costs incurred in cleaning repair replacement recall or checking of property
- 2. the Insurer shall only be liable for loss arising at those Premises which are directly affected by any Contingency
- 3. the Insurer shall not be liable in respect of any other Business Interruption Extensions
- 4. the Insurer shall not be liable in respect of the provisions of any automatic reinstatement extension which will not apply in respect of any of these Contingencies
- 5. the Insured, in so far as is practical, shall ensure compliance with the Health and Safety Commission' Approved Code of Practice "The Prevention and Control of Legionellosis (including Legionnaires Disease)" or any supplementary, replacement or amending Code of Practice
- 6. the Insurer shall not be liable in respect of any one claim for more than the limit stated below

**Limit;** £250,000 unless specified otherwise in the Schedule.

For the purpose of this Extension the following Definitions will apply:

### Specified Illness

An illness sustained by any person resulting from

- 1. food or drink poisoning, or

2. any of the following human infectious or human contagious diseases:  
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough, Yellow Fever an outbreak of which the competent local authority has stipulated shall be notified to them.

#### Legionellosis

Illness sustained by any person resulting from any discharge, release or escape of legionella from water tanks, water systems, air-conditioning plants, cooling towers and the like at the Premises.

#### Indemnity Period

In respect of Contingencies D. and E., the period during which the results of the Business shall be affected in consequence due to the discovery or accident, beginning with the date from which restrictions on the use of the Premises start and ending not later than 3 (three) months thereafter.

In respect of all other contingencies:

The period during which the results of the Business shall be affected in consequence due to the occurrence or discovery, beginning with the date of the occurrence or discovery and ending not later than 3 (three) months thereafter.

## 11. Anchor Tenants

Damage to property in any part of the Premises directly resulting in the termination of any agreements for leases or other loss of tenancy or delay in completion of letting other parts of the Premises

- a. the Maximum Indemnity Period shall not exceed 12 months
- b. Limit 10% of the Sum Insured by the relevant items or £1,000,000 whichever is the less

## Exclusions

This Section does not cover:

- 1. Business Interruption caused by or consisting of:
  - a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
  - b. the bursting of any boiler (not being a boiler or economiser on the Premises or a boiler used for domestic purposes only), belonging to the Insured or under the control of the Insured in which internal pressure is due to steam only

- c. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

but the Insurer will pay for subsequent Business Interruption which itself results from a cause not otherwise excluded

- d. faulty or defective workmanship by the Insured or any employee of the Insured
- e. operational error or omission, by the Insured or any employee of the Insured

but the Insurer will pay for

- i. such Business Interruption not otherwise excluded which itself results from a Specified Event
- ii. subsequent Business Interruption which itself results from a cause not otherwise excluded
- f. acts of fraud or dishonesty by any partner, director or employee of the Insured

but the Insurer will pay for such Business Interruption not otherwise excluded which itself results from a Specified Event.

## 2. Business Interruption

- a. caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- b. caused by or consisting of change in temperature, colour, flavour, texture or finish
- c. caused by theft or attempted theft
  - i. which does not involve entry to or exit from a building or part of a building at the Premises by forcible and violent means or hold-up by violence or threat of violence to the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises (but this shall not exclude theft or attempted theft of a building or part of a building provided that at the time of the Damage there shall be in force insurance against such Damage under the Property Damage Section of this Policy)
  - ii. to property in the open or in open fronted buildings or in buildings not on permanent foundations
  - iii. expedited or in any way brought about by the Insured or any partner, director or employee of the Insured
- d. consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them

- e. consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
- f. caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but the Insurer will pay for

- i. such Business Interruption not otherwise excluded, which itself results from a Specified Event or from any other accidental loss, destruction or damage
  - ii. subsequent Business Interruption which itself results from a cause not otherwise excluded.
3. Loss resulting from pollution or contamination but the Insurer will pay for such 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
- a. pollution or contamination which itself results from a Specified Event
  - b. any Specified Event which itself results from pollution or contamination.
4. Business Interruption caused by or consisting of:
- a. subsidence, ground heave or landslip
    - i. in respect of walls, gates, fences, roads, car parks, yards, forecourts, patios, pavements, footpaths, and similar hard surfaced areas unless a building at the same Premises is also Damaged by the same cause at the same time
    - ii. resulting from
      - a. the settlement or movement of made-up ground
      - b. coastal or river erosion
      - c. defective design or workmanship or the use of defective materials
    - iii. which commenced prior to the inception of this cover
    - iv. occurring as a result of demolition, construction, structural alteration or repair of any Property or as a result of ground works or excavation, at the same Premises
  - b. normal settlement or bedding down of new structures
5. Business Interruption arising directly or indirectly from
- a. disappearance unexplained or inventory shortage, misfiling or misplacing of information
  - b. erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons

- c. other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software, but the Insurer will pay for such Business Interruption resulting from a Specified Event in so far as it is not otherwise excluded
6. Loss resulting from destruction or damage to any building or structure used by the Insured at the Premises caused by its own collapse or cracking, but the Insurer will pay for such loss resulting from a Specified Event in so far as it is not otherwise excluded
7. Business Interruption in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust.
8. Business Interruption
- a. caused by fire, resulting from its undergoing any heating process or any process involving the application of heat
  - b. resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the Insurer will pay for such Damage caused by fire or explosion.
9. Business Interruption in respect of any building which is Unoccupied caused by
- a. freezing
  - b. escape of water from any tank, apparatus or pipe
  - c. malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Business Interruption caused by fire or explosion.
10. Business Interruption in respect of Damage to
- a. glass (other than fixed glass), sanitary ware (other than fixed sanitary ware), china, earthenware, marble or other fragile or brittle objects
  - b. vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - c. property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
  - d. land, piers, jetties, bridges, culverts or excavations
  - e. livestock or growing crops
- but the Insurer will pay for such Business Interruption caused by a Specified Event in so far as it is not otherwise excluded.

**11.** Business Interruption directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date, including the failure

- a.** correctly to recognise any date as its true calendar date
- b.** to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c.** to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date

but the Insurer will pay for subsequent Business Interruption which is not otherwise excluded and which itself results from a Specified Event.

**12.** Business Interruption in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion, and (except in respect of Business Interruption by fire or explosion) strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

**13.** The amount of any Excess specified in the Schedule.

## Section Conditions

### 1. Alteration in Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration in the ownership of the Insured, or any alteration in or to the Business at the Premises

- a.** due to the Business being wound up or carried on by a liquidator or receiver or permanently discontinued
- b.** in respect of which the interest of the Insured ceases other than by death
- c.** in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any adjoining site
- d.** to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy

which materially increases the risk of an Event and any other loss or expenditure as insured by this Section.

Upon being notified of any such alteration, the Insurer may, at its absolute discretion

- a.** continue to provide cover under this Section on the same terms
- b.** restrict the cover provided by this Section
- c.** impose additional terms
- d.** alter the premium
- e.** cancel this Section and the Policy.

If the Insured fails to notify the Insurer of any such alteration, the Insurer may

- a.** treat this Section and the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled this Section and the Policy had it known of the increase in risk
- b.** treat this Section and the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk
- c.** reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.

### 2. Additional Claims Conditions

In the event of Damage, in consequence of which the Insured make or may make a claim under this Section, the Insured shall at their own expense deliver to the Insurer

- a.** within 30 days after such Damage (28 days in the case of Damage by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as the Insurer may allow in writing, full information in writing of the Damage
- b.** not later than 30 days after the expiry of the Indemnity Period or such further time as the Insurer may allow in writing, full information in writing of the particulars of the claim together with details of all other policies covering the Premises for the purpose of the Business or any part of the Business and the amount of any resulting Damage

- c. such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that the Insurer may reasonably require for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected with it
- d. with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss.

Particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer for the purpose of investigating or verifying any claim under this Section may be produced by professional accountants if at any time they are regularly acting for the Insured. Their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer will not pay for any claim unless the terms of this Condition have been complied with, and any payment on account already made shall be repaid to the Insurer.

### **3. Contribution**

If at the time of any Damage resulting in a claim under this Section there is any other insurance effected by or on behalf of the Insured covering such loss or any part of it, the liability of the Insurer under this section shall be limited to the Insurer's rateable proportion of such loss.

### **4. Subrogation**

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

The Insurer shall not enforce any rights against

- a. a tenant or lessee in respect of Damage to the part of the Premises in the demise of that tenant or lessee or to common parts of the Premises unless the Damage arises out of a criminal fraudulent or malicious act
- b. any Company being a parent of or Subsidiary to the Insured or any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of Section 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986

- c. any Managing agent acting on behalf of the Insured but excluding Damage due to Managing agent's gross negligence or wilful misconduct.

### **5. Arbitration**

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

### **6. Declarations**

The Insured may at the Insured's option provide the Insurer with a declaration confirmed by the Insured's auditors or professional accountants of the Rent earned during the financial year most nearly concurrent with an expired Period of Insurance. If any Damage has occurred giving rise to a claim for loss of Rent, such declaration will be increased by the Insurer for the purpose of premium adjustment by the amount by which the Rent was reduced during such financial year solely in consequence of such Damage.

If such declaration of Rent is proportionately increased where the maximum Indemnity Period exceeds 12 months is less than the Sum Insured on Rent for the relative Period of Insurance the Insurer will allow a pro rata return of premium not exceeding 50% of the premium paid.

# Employers' Liability

## Definitions

### Injury

Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock.

### Employee

- A.** Any person under a contract of service or apprenticeship with the Insured
- B.** Any of the following persons whilst working for the Insured in connection with the Business
  - i.** any labour master or labour only subcontractor or person supplied by him
  - ii.** any self-employed person using labour only
  - iii.** any home worker or outworker
  - iv.** any trainee or person undergoing work experience
  - v.** any voluntary helper
  - vi.** any person who is borrowed by or hired to the Insured
  - vii.** any person working under the Community Service by Offenders (Scotland) Act 1978 or similar legislation
  - viii.** any prospective employee being assessed by the Insured as to their suitability for employment
  - ix.** any person a court of law in the United Kingdom deems to be an employee.

### Business

The Business specified in the Schedule and conducted solely from the United Kingdom and including

- A.** the ownership repair and maintenance of premises used in connection therewith
- B.** the provision and management of canteen social sports or welfare organisations for the benefit of Employees and the ambulance first aid fire medical and security services of the Insured
- C.** the execution of private duties by Employees for any director partner or senior official of the Insured
- D.** the repair and/or servicing of the Insured's motor vehicles
- E.** the training or retraining of any Employee at Government or other training centres
- F.** participation at trade shows or exhibitions by the Insured
- G.** sponsorship by the Insured of sporting charity literary and theatrical events and competitions
- H.** provision of nursery crèche or child care facilities where incidental to the Business
- I.** provision of car parking for the benefit of Employees, customers and visitors.

### Territorial Limits

- A.** The United Kingdom
- B.** Elsewhere in the world in respect of Injury sustained by any Employee resident within the United Kingdom and caused whilst such Employee is temporarily employed outside the United Kingdom provided that any action for compensation in respect of such Injury is brought in a court of law within the United Kingdom or any other member country of the European Union.

### Offshore Installations

- A.** any rig platform accommodation or other installation in the sea or tidal waters
- B.** any pipe or system of pipes in the sea or tidal waters
- C.** any support vessels in the sea or tidal waters.

### An Act of Terrorism

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

### Cover

- A.** The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of Injury sustained by any Employee arising out of and in the course



of the employment or engagement of such person by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance.

In addition the Insurer will pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

- a. in connection with the defence of any claim
- b. for representation of the Insured
  - i. at any coroner's inquest or fatal accident inquiry in respect of death
  - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under this Section.

**B. Indemnity to Other Parties**

The indemnity provided by this Section will also apply:

- a. in the event of the death of the Insured, to any personal representative of the Insured in respect of liability incurred by the Insured

and if the Insured so request the Insurer will indemnify the following parties

- b. any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- c. any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

as though each party was individually named as the Insured in this Section

- d. any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured.

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii. the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity.

**Limit of Indemnity**

The Insurer's liability for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health and Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity stated in the Schedule provided that

**A. Act of Terrorism**

The Limit of Indemnity shall not exceed £5,000,000 in respect of an Act of Terrorism.

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

**B. Corporate Manslaughter and Corporate Homicide Act 2007**

In respect of the indemnity provided under this Section for the Corporate Manslaughter and Corporate Homicide Act 2007:

- a. the liability of the Insurer shall not exceed £5,000,000 in any one Period of Insurance
- b. all amounts payable will form part of and not be in addition to the Limit of Indemnity as stated in the Schedule
- c. where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals arising from such proceedings arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this Section.

## Extensions

### (Subject to the terms limits conditions and exclusions of this Section and the Policy)

#### A. Health and Safety at Work – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of

- a. costs and expenses incurred with the Insurer's written consent
- b. costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that

- i. the proceedings relate to the health, safety or welfare of any Employee
- ii. the Insurer shall have the conduct and control of all the said proceedings and appeals.

the Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate act or omission
- c. costs or expenses insured by any other policy.

#### B. Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of Injury sustained by any Employee arising out of and in the course of employment or engagement by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance

- a. is obtained by such Employee in any court situate within the United Kingdom against any person or corporate body domiciled or operating from premises within the United Kingdom  
and
- b. remains wholly or partly unsatisfied six months after the date of such judgement

the Insurer will if the Insured so request pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i. there is no appeal outstanding
- ii. the Employee shall have assigned the judgement to the Insurer
- iii. this Section was shown in the Schedule at the time of the Injury.

#### C. Court Attendance Compensation

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required:

- i. any director or partner £500
- ii. any Employee £250.

#### D. Corporate Manslaughter and Corporate Homicide Act 2007

This Section extends to indemnify the Insured in respect of

**A.** legal costs and expenses incurred with the prior written consent of the Insurer and

**B.** costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the Period of Insurance in the course of the Business and which may be the subject of indemnity under this Section

Provided that

- a. the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment
- b. the Insurer's liability under this Extension shall not exceed the Limit of Indemnity B.

In respect of this Extension the Insurer will not pay for

- i. any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order

- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in the United Kingdom
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the Insured or any partner or director of the Insured or any Employee.

#### E. Employee Related Accident Benefits

### Cover

#### a. Insuring Agreement

The Insurer will pay the Insured in accordance with the Schedule of Benefits specified under this Extension if during the Operative Time of Cover the Insured Person suffers Accidental Bodily Injury which within 12 months thereof solely, directly and independently of any other cause results in the Death, Permanent Total Disablement, Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech of an Insured Person, the Insurer will pay the benefit as detailed in the Schedule of Benefits below

#### b. Schedule of Benefits

Benefits:

Item 1: Death – Sum Insured £10,000

Item 2: Permanent Total Disablement – Sum Insured £10,000

Item 3: Permanent Loss of Limbs, Loss of Sight or Loss of Hearing – Sum Insured £10,000

Item 4: Loss of one eye, one hand or foot or Loss of Speech – Sum Insured £5,000

Item 5: First Aid Expenses incurred in connection with a valid claim under this Extension – not exceeding 15% of the Benefit

#### c. Limitation of Benefits

##### i. Insured Person Limit

The maximum amount the Insurer will pay to the Insured in respect of Items 1-4 inclusive of the Schedule of Benefits arising out of any one claim shall not exceed £10,000 for each Insured Person irrespective of how many Benefits might be applicable

##### ii. Aggregate Limit

The maximum amount the Insurers will pay to the Insured under this Extension caused by or consequent upon the same original circumstance is

– £50,000 for Items 1 – 4 combined of the Schedule of Benefits

– £10,000 for Item 5 of the Schedule of Benefits.

In the event of a claim exceeding this Aggregate Limit the Benefit per Insured Person shall be proportionately reduced accordingly

#### d. Additional Definitions

For the purpose of this Extension

Accidental Bodily Injury shall mean:  
bodily injury caused by:

- i. accidental violent, external and visible means, or
- ii. unavoidable exposure to the elements.

Benefit shall mean:

the sum or sums of money that the Insurer has agreed to pay the Insured Person as shown in the Schedule of Benefits.

Death shall mean:

death caused by Accidental Bodily Injury

First Aid Expenses shall mean:

expenses necessarily incurred by the Insured Person or the Insured on behalf of the Insured Person for immediate and urgent treatment due to an Insured Person having sustained Accidental Bodily Injury which results in a valid claim for any of Benefits 1-4 as shown in the Schedule of Benefits

Insured Person shall mean:

any person under a contract of employment or apprenticeship with the Insured.

Loss of Hearing shall mean:

total and permanent loss of hearing in one or both ears.

Loss of Limbs shall mean:

total and permanent

- i. loss by physical separation of, or
- ii. loss of use of one or more
  - hands, at or above the wrist, or
  - feet, at or above the ankle.

Loss of Sight shall mean:

total and permanent loss of sight, which will be considered as having occurred

- i. in both eyes if the Insured Person's name has been added to the Register of Blind Persons maintained by the government on the authority of a fully qualified ophthalmic specialist, or
- ii. in one eye, if the degree of sight remaining after correction is 3/360 or less on the Snellen Scale.

Loss of Speech shall mean:

total and permanent loss of the ability to speak or communicate verbally.

Operative Time of Cover shall mean:

while an Insured Person is carrying out their occupational duties for the Insured.

Permanent Total Disablement shall mean:

disablement which having lasted without interruption for at least 12 months, has no reasonable prospect of improving and, in the opinion of an independent qualified medical referee acceptable to the Insurer, will in all probability permanently completely and continuously prevent the Insured Person from engaging in or giving attention to business profession or occupation of each and every kind for which they are reasonably fitted by education training or experience.

**e. Additional Exclusions**

For the purpose of this Extension the following Additional Exclusions shall apply

1. The Insurer shall not pay the Benefits shown in the Schedule of Benefits if any claim arises out of or is consequent upon or is contributed to directly or indirectly by
  - a. suicide, attempted suicide or any intentional self-injury
  - b. illness and disease which does not result directly from Items 2, 3 or 4 of the Schedule of Benefits
  - c. any naturally occurring condition or degenerative process.

**f. Additional Conditions**

For the purpose of this Extension the following additional conditions shall apply

**1. Disappearance**

Death of any Insured Person shall not be presumed by reason of their disappearance. If after a reasonable period of time has elapsed the Insurer having examined all the evidence available has no reason to suppose other than that the Insured Person has sustained an accident during the Operative Time of Cover resulting in their Death, the disappearance of such Insured Person shall be deemed to constitute Death by accident for the purpose of this Extension.

In the event of the Insured Person's re-appearance after payment under item 1 of Schedule of Benefits the beneficiary thereof shall repay such amount to the Insurer unless probate has been granted or legal evidence of the presumption of Death has been supplied to the Insurer.

## Exclusions

**This Section does not cover**

1. liability in respect of Injury to any Employee arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.
2. liability in respect of Injury to any Employee who is working on, visiting or travelling to or from Offshore Installations.

## Section Conditions

**1. Compulsory Insurance Legislation**

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the United Kingdom but the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law.

**2. Certificate of Employers' Liability**

If this Policy or Section is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

### 3. Other Insurances

The Insurer will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy or section except in respect of any rateable proportion, other than in excess of the amount payable under such other policy or section or which would have been payable under such other policy or section, had this Section not been effected.

### 4. Alteration in Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration:

- a. in or to the Business
- b. in the ownership of the Insured
- c. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy

which materially increases the risk of legal liability to pay costs and expenses as insured by this Section.

Upon being notified of any such alteration, the Insurer may, at its absolute discretion

- a. continue to provide cover under this Section on the same terms
- b. restrict the cover provided under this Section
- c. impose additional terms
- d. alter the premium
- e. cancel this Section and the Policy.

If the Insured fails to notify the Insurer of any such alteration, the Insurer may

- a. treat this Section and the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled this Section and the Policy had it known of the increase in risk
- b. treat this Section and the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk

- c. reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.

### 5. Declaration Condition

If the premium or part of any premium is calculated on estimates supplied to the Insurer by or on behalf of the Insured the Insured shall keep a record of all such relevant particulars and shall allow the Insurer to inspect such records at any reasonable time.

The Insured shall furnish the Insurer with such information as the Insurer may require at the expiry of each Period of Insurance. The premium shall be adjusted annually and any difference shall be paid by or returned to the Insured subject to any agreed minimum or deposit premium.

# Property Owners Liability Section

## Definitions

### Injury

- A.** Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock
- B.** invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

### Employee

- A.** Any person under a contract of service or apprenticeship with the Insured
- B.** Any of the following persons whilst working for the Insured in connection with the Business
  - i.** any labour master or labour only subcontractor or person supplied by him
  - ii.** any self-employed person using labour only
  - iii.** any home worker or outworker
  - iv.** any trainee or person undergoing work experience
  - v.** any voluntary helper
  - vi.** any person who is borrowed by or hired to the Insured
  - vii.** any person working under the Community Service by Offenders (Scotland) Act 1978 or similar legislation
  - viii.** any prospective employee being assessed by the Insured as to their suitability for employment
  - ix.** any person a court of law in the United Kingdom deems to be an employee.

### Business

The Business specified in the Schedule and conducted solely from the United Kingdom and including

- A.** the ownership repair and maintenance of Premises used in connection therewith
- B.** the provision and management of canteen social sports or welfare organisations for the benefit of Employees and the ambulance first aid fire medical and security services of the Insured
- C.** the execution of private duties by Employees for any director partner or senior official of the Insured
- D.** the repair and/or servicing of the Insured's motor vehicles

- E.** the training or retraining of any Employee at Government or other training centres
- F.** participation at trade shows or exhibitions by the Insured
- G.** sponsorship by the Insured of sporting charity literary and theatrical events and competitions
- H.** provision of nursery crèche or child care facilities where incidental to the Business
- I.** provision of car parking for the benefit of Employees customers and visitors.

### Territorial Limits

- A.** The United Kingdom
- B.** Any other member country of the European Union
- C.** Elsewhere in the world in respect of Injury, loss or damage caused by or arising from
  - i.** non-manual activities of any partner, director or Employee of the Insured normally resident within the United Kingdom and occurring during any journey or temporary visit
  - ii.** Products.

### Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the Insured in connection with the Business and not in the charge or control of the Insured.

### Pollution or Contamination

- A.** All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- B.** all Injury, loss or damage directly or indirectly caused by such pollution or contamination.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

### Offshore Installations

- A.** any rig platform accommodation or other installation in the sea or tidal waters
- B.** any pipe or system of pipes in the sea or tidal waters
- C.** any support vessels in the sea or tidal waters.



## An Act of Terrorism

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

## Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos.

## Intellectual Property Rights

Any patent trade mark copyright registered design technical or commercial information or other intellectual property.

## Notice of Adjudication

Any notice issued to a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 or any subsequent legislation applies stating an intention to refer a dispute under the contract to adjudication.

## Cover

- A.** The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of accidental
- a.** Injury to any person
  - b.** loss of or damage to material property
  - c.** nuisance, trespass, obstruction or interference with any right of way, light, air or water

occurring within the Territorial Limits during the Period of Insurance in connection with the Business.

In addition the Insurer will pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

- a.** in connection with the defence of any claim
- b.** for representation of the Insured
  - i.** at any coroner's inquest or fatal accident inquiry in respect of death
  - ii.** at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury, loss or damage

which may be the subject of indemnity under this Section.

## B. Indemnity to Other Parties

The indemnity provided by this Section will also apply:

- a.** in the event of the death of the Insured, to any personal representative of the Insured in respect of liability incurred by the Insured

and if the Insured so request the Insurer will indemnify the following parties

- b.** any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- c.** any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

as though each party was individually named as the Insured in this Section

- d.** any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured.

Provided that

- i.** each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii.** the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity.

## Limit of Indemnity

- A.** The Insurer's liability for all compensation payable in respect of
- i.** any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
  - ii.** all Injury, loss and damage occurring during any one Period of Insurance and caused by and arising from Products
  - iii.** all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance
- shall not exceed the Limit of Indemnity stated in the Schedule.

- B.** In respect of all claims against the Insured made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all
- i.** claimants' costs and expenses
  - ii.** costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of such claims.

**C.** Act of Terrorism

In respect of an Act of Terrorism the Limit of Indemnity shall not exceed the Limit of Indemnity shown in the Schedule or £5,000,000 (whichever is the lesser).

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

**D.** Asbestos

In respect of Injury loss or damage occurring during any one Period of Insurance directly or indirectly caused by or arising from in consequence or in any way involving

- i.** exposure to or the inhalation of Asbestos
- ii.** fear of the consequences of exposure to or inhalation of Asbestos
- iii.** the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos

The liability of the Insurer shall not exceed the Limit of Indemnity shown in the Schedule or £5,000,000 (whichever is the lesser) and such Limit of Indemnity shall be inclusive of the amount of all claimants' costs and expenses and all costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of any claim.

For the purposes of this Limit of Indemnity all such Injury loss or damage which arises from one incident shall be deemed to have occurred at the time such incident takes place.

**E.** Corporate Manslaughter and Corporate Homicide Act 2007

In respect of the indemnity provided under this Section for the Corporate Manslaughter and Corporate Homicide Act 2007:

- a.** the liability of the Insurer shall not exceed £5,000,000 in any one Period of Insurance or Limit of Indemnity stated in the Schedule (whichever is the lesser)

- b.** all amounts payable will form part of and not be in addition to the Limit of Indemnity as stated in the Schedule
- c.** where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals arising from such proceedings arising out of the same cause or occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this Section.

## Extensions

**(Subject to the terms limits conditions and exclusions of this Section and the Policy)**

**A. Joint Insured – Cross Liabilities**

If more than one party is named as the Insured this Section shall apply as though each were insured separately provided that the Insurer's liability to all parties indemnified shall not exceed in total the Limit of Indemnity.

**B. Overseas Personal Liability**

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or Employee of the Insured or family member of such partner, director or Employee normally resident within the United Kingdom in the course of any journey or temporary visit to any other country made in connection with the Business.

**C. Motor Contingent Liability**

The Insurer will indemnify the Insured in the terms of this Section against liability arising out of the use in connection with the Business of any vehicle not owned, provided or being driven by the Insured but this Section does not cover liability

- a.** in respect of loss of or damage to such vehicle
- b.** arising out of any such use in any country outside the European Union
- c.** incurred by any party other than the Insured
- d.** incurred by any party identified in paragraph B. (Indemnity to Other Parties) other than an Employee.

For the purpose of this cover Exclusion 1. (Injury to Employees) does not apply.

#### **D. Health and Safety at Work – Legal Defence Costs**

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of

- a. costs and expenses incurred with the Insurer’s written consent
- b. costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that

- i. the proceedings relate to the health, safety or welfare of any person other than an Employee
- ii. the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate act or omission
- c. costs or expenses insured by any other insurance.

#### **E. Data Protection Legislation**

The Insurer will indemnify the Insured and if the Insured so requests any Employee or director or partner of the Insured as a result of an offence under Sections 13 of the Data Protection Act 1998 or any subsequent overriding legislation committed during the Period of Insurance within the United Kingdom and arising in connection with the Business provided that the Insured is a registered user in accordance with the terms of the Data Protection Act 1998 or any subsequent overriding legislation.

The Insurer will not pay for

- a. any claim or incident that could give rise to a claim caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act of omission.
- b. the payment of fines or penalties
- c. the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data or Personal Data

- d. any claim or incident that could give rise to a claim caused by any act of fraud or dishonesty
- e. liability arising from the recording, processing or provision of Data or Personal Data for reward or to determine the financial status of any person

Data and Personal Data shall have the meaning defined in the Data Protection Act 1998 or any subsequent

#### **F. Defective Premises Act 1972**

The Insurer will indemnify the Insured in the terms of this Section against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord’s Liability) Act (Northern Ireland) 2001 in connection with premises or land disposed of by the Insured.

Provided that this Extension does not cover

- a. the costs of rectifying any damage or defect in the premises or land disposed of
- b. liability for which the Insured is entitled to indemnity under any other insurance
- c. the presence of Asbestos.

#### **G. Consumer Protection and Food Safety Acts – Legal Defence Costs**

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with the written consent of the Insurer in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a. Part 2 of the Consumer Protection Act 1987
- or

- b. Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate act or omission
- c. costs or expenses insured by any other policy.

**H. Court Attendance Compensation**

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required:

- |                            |      |
|----------------------------|------|
| i. any director or partner | £500 |
| ii. any Employee           | £250 |

**I. Contractual Liability**

In respect of liability assumed by the Insured by a contract or agreement entered into by the Insured and which would not have attached in the absence of such contract or agreement, the indemnity provided by this Section shall only apply if the sole conduct and control of any claim is vested in the Insurer

Provided that the Insurer shall not in any event provide indemnity

- a. under Exclusion 9. a. except as stated therein
- b. in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

**J. Legionellosis Liability**

Exclusion 4b. shall not apply to any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like

Provided that

- a. the Insurer will only indemnify the Insured
  - i. in respect of claims arising from Pollution or Contamination which arise out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like first made in writing to the Insured during the Period of Insurance or
  - ii. if the first notification of a circumstance which has caused or is alleged to have caused Injury or damage and can be reasonably expected to give rise to a claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like is notified to the Insurer during the Period of Insurance or within thirty days (30) after expiry of the same Period of Insurance

- b. the liability of the Insurer under this Extension for all compensation (including interest thereon) and claimants costs' and expenses payable shall not exceed the Limit of Indemnity shown in the Schedule or £5,000,000 (whichever is the lesser) and for all claims arising from Pollution or Contamination shall not exceed the Limit of Indemnity shown in the Schedule
- c. this Extension shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like if before the Period of Insurance the Insured had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

**K. Corporate Manslaughter and Corporate Homicide Act 2007**

This Section extends to indemnify the Insured in respect of

- a. legal costs and expenses incurred with the prior written consent of the Insurer and
- b. costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury occurring during the Period of Insurance in the course of the Business and which may be the subject of indemnity under this Section

Provided that

- a. the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment
- b. the Insurer's liability under this Extension shall not exceed the Limit of Indemnity E.

In respect of this Extension the Insurer will not pay for

- i. any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed

- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in the United Kingdom
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the Insured or any partner or director of the Insured or any Employee.

#### **L. Libel and Slander**

This Section extends to indemnify the Insured in respect of legal liability to pay damages claimants' costs and expenses and costs and expenses incurred by the Insurer or with the written consent of the Insurer 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 that

- a. the indemnity granted by this Extension shall apply solely to the Insured's in-house and trade publications and advertising material prepared by the Insured
- b. the first 10% or £1,000 (whichever is the greater) of all compensation costs and expenses payable in respect of each occurrence shall be retained by the Insured as their own liability which will be payable before the Insurer shall be liable to make any payment
- c. this Extension does not cover any claim arising from proceedings brought against the Insured in a court of law outside the United Kingdom or any other member country of the European Union
- d. the liability of the Insurer under this Extension in respect of any one claim and in total for all claims made during any one Period of Insurance shall not exceed £250,000 inclusive of all costs and expenses.

#### **Special Claims Conditions applicable to Libel and Slander Cover**

1. Upon the Insured becoming aware of any publication or material published or statement likely to give rise to liability under this Extension and again upon receipt by the Insured of notice of any claim whether well or ill founded the Insured shall immediately and in any case within 7 days give notice of the same to the Insurer and supply a copy of such publication or material published together with any communication received from any claimant
2. The Insured shall not disclose the fact that they are insured.

#### **M. Financial Loss**

This Section extends to indemnify the Insured described in the Schedule and no other party against liability at law for damages and claimants' costs and expenses and costs and expenses incurred by the Insurer or with the written consent of the Insurer for accidental Financial Loss in connection with the Business

Financial Loss shall mean for the purpose of this Extension a pecuniary loss cost or expense incurred within the United Kingdom during the Period of Insurance by a tenant as a direct result of the failure of the Insured to provide any property or service where such loss cost or expense is not consequent upon death of or bodily injury to any person or loss of or damage to material property

Provided that

- i. this Extension applies only in respect of any claim made against the Insured and notified to the Insurer during the Period of Insurance or within 30 days after the expiry of the Period of Insurance
- ii. the indemnity will not apply to legal liability for fines or penalties, compensation ordered or awarded by a Court of Criminal Jurisdiction, or aggravated exemplary or punitive damages awarded by any Court outside the United Kingdom
- iii. the indemnity granted by the Cross Liabilities Cover shall not apply
- iv. the first 10% of or £1,000 (whichever is the greater) of each and every claim shall be retained by the Insured as their own liability and will be payable before the Insurer shall be liable to make any payment
- v. the liability of the Insurer in respect of all claims made during any one Period of Insurance including all costs and expenses shall not exceed £50,000 and the total amount payable under this Section during any one Period of Insurance (including this Extension) shall not exceed the Limit of Indemnity.

The indemnity provided by this Extension shall not apply to

- a. any liability which attaches by reason of any express term of any contract or agreement unless such liability would have attached notwithstanding such term
- b. liability in respect of the failure or partial failure of any managing agent of the Insured to properly fulfil their obligations under any contract with the Insured
- c. the cost of reinstating or replacing any property
- d. the cost of or reduction in value of any property, Products or work carried out by the Insured or on behalf of the Insured
- e. liability arising out of any act of fraud or dishonesty or insolvency or financial default of the Insured or inducement of breach of contract
- f. liability arising out of or in connection with passing off of any Intellectual Property Rights
- g. liability arising from the non performance non-completion or delay in completion of any contract agreement or work financial default or insolvency
- h. liability arising out of professional advice or professional negligence
- i. the cost of removal repair recovery alteration replacement demolition breaking out dismantling making good recall or the cost of or reduction in value of anything sold supplied manufactured work executed supervised or structure erected by or on behalf of the Insured
- j. liability arising from actual or alleged breach of duty breach of trust breach of contract neglect error mis-statement misleading statement omission breach of warranty of authority or other act done or wrongfully attempted by any director or officer of the Insured
- k. any claim which arose out of any circumstances known to the Insured at the inception of this Extension
- l. liability to any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties
- m. liability arising out of any occurrence happening before the inception date of this Extension.

#### **O. Obstructing Mechanically Propelled Vehicles**

If a mechanically propelled vehicle which is not the property or responsibility of the Insured causes an obstruction within the United Kingdom to the extent of interfering with the carrying out of the Business then notwithstanding Exclusion 5 (Mechanically Propelled Vehicles) the Insurer will indemnify the Insured in the terms of this Section in respect of the legal liability of the Insured for Injury or loss of or damage to material property arising from the movement of such vehicle by the Insured or by any Employee

Provided that

- a. such movement shall be limited to the minimum necessary to clear the obstruction
- b. the indemnity will not apply to loss of or damage to such vehicle or its contents
- c. this Extension shall not apply to circumstances for which a certificate of insurance or security is required in accordance with road traffic legislation.

#### **P. Environmental Clean Up Costs**

For the purposes of this Extension, the following definitions shall apply:

##### **Remediation**

shall mean works or operations to treat, remove or dispose of Pollution and Contamination. For the avoidance of doubt, it excludes:

- a. works or operations to reinstate, reintroduce or restore flora or fauna
- b. works or operations to restore natural habitats or species protected under Environmental Legislation

##### **Environmental Legislation**

shall mean any legislation for the protection of the environment or control of Pollution and Contamination.

##### **Pollution and Contamination**

shall mean all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures)



In respect of Pollution or Contamination occurring in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man 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, the Insurers will also indemnify the Insured against:

- a.** the cost of any Remediation legally required or ordered by any statutory authority or regulator (acting in accordance with the terms of any Environmental Legislation) to be conducted by the Insured; and
- b.** liability for the cost of any Remediation conducted by any statutory authority or regulator and legally sought from the Insured by that statutory authority or regulator in accordance with the terms of any Environmental Legislation.

All Pollution and Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Provided that:

- 1.** under this Extension, the Insurers shall indemnify the Insured only to the extent that the Remediation to which the indemnified cost relates is the minimum necessarily conducted under the provisions of Environmental Legislation.
- 2.** this Extension does not cover any costs, or any liability for costs, of Remediation arising out of:
  - a.** Pollution and Contamination occurring outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
  - b.** Pollution and Contamination consisting of any radioactive substances or asbestos
  - c.** Pollution and Contamination caused by Products
  - c.** Pollution and Contamination caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road), marine vessel or aircraft.
- 3.** this Extension does not cover any costs, or any liability for costs, of Remediation carried out on, or in order to protect, any property belonging to or in the charge or control of the Insured other than premises not belonging leased rented or hired to the Insured but temporarily in the Insured's charge for the purpose of carrying out work.

- 4.** the total amount payable under this Extension during any one Period of Insurance shall not exceed £1,000,000 and the total amount payable
  - a.** under this Extension and
  - b.** otherwise under this Section for all compensation in respect of Pollution or Contamination (as defined therein) which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate during any one Period of Insurance the Limit of Indemnity in the Schedule
- 5.** this Extension does not cover any costs, or any liability for costs, to the extent they relate to
  - a.** any measures to prevent the spread of Pollution or Contamination or the removal of an immediate threat of Pollution or Contamination
  - b.** the removal or disposal of any waste deposited by or on behalf of the Insured
  - c.** any amounts payable by way of compensation to third parties affected by such Pollution and Contamination
  - d.** any amount payable by way of fine or penalty
  - e.** any costs and expenses incurred by the Insured, or prosecution costs and expenses awarded against the Insured, in connection with any criminal proceedings arising out of the Pollution or Contamination
  - f.** any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to the incident that caused the Pollution and Contamination.

this Extension does not cover the first £5,000 of the cost of any Remediation arising out of any one incident.

## Exclusions

This Section does not cover

### 1. Injury to Employees

Liability in respect of Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Insured.

### 2. Work on Offshore Installations

Liability in respect of Injury, loss or damage arising in connection with work on or travel to or from Offshore Installations.

### 3. Fines, penalties, liquidated, punitive, exemplary or aggravated damages

Liability in respect of

- a. fines, penalties or liquidated damages
- b. punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

### 4. Pollution or Contamination

Liability in respect of

- a. Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory
- b. Pollution or Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

### 5. Mechanically Propelled Vehicles

Liability arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- i. while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- ii. in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy.

### 6. Vessels or Craft

Liability arising out of the ownership, possession or use by or on behalf of the Insured of any vessel or craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft).

### 7. Property in the charge or control of the Insured

Liability in respect of loss of or damage to any property belonging to or in the charge or control of the Insured other than

- a. personal effects or vehicles of any partner, director or Employee of or visitor to the Insured
- b. premises (and their contents) not belonging, leased, rented or hired to the Insured but temporarily in the charge of the Insured for the purpose of carrying out work
- c. premises (including their fixtures and fittings) leased, rented or hired to the Insured but this Section does not cover liability attaching to the Insured solely under the terms of any tenancy or other agreement.

### 8. Damage to Goods Supplied

Liability in respect of

- a. loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of the Insured
- b. all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
  - i. any such goods or property
  - ii. any defective work executed by or on behalf of the Insured except that 8.a. and 8.b.i above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from
    - 1. any alteration, repair or servicing work executed
    - 2. any other goods or property sold, supplied, delivered, installed or erected by the Insured under a separate contract.

### 9. Products

In respect of Injury, loss or damage caused by or arising from Products

- a. any liability which attaches to the Insured solely under the terms of an agreement other than
  - i. under any warranty of goods implied by law
  - ii. under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Injury, loss or damage caused by Products entrusted to such carrier for transit by road, rail or waterway
- b. any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insureds knowledge was intended to be installed or incorporated in any such craft.

### **10. Advice and Design**

Liability for Injury, loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the Insured other than where provided or performed in connection with any Product.

### **11. Contract Works and J.C.T. Clause 6.5.1**

Liability in respect of loss of or damage to any property

- a. comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured
- b. against which the Insured are required to effect insurance under the terms of Clause 6.5.1. of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

### **12. Computer Date Recognition**

Liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- i. correctly to recognise any date as its true calendar date
- ii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

### **13. Excess**

The amount of any Excess specified in the Schedule.

## **Section Conditions**

### **1. Other Insurances**

The Insurer will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this Section not been effected.

## 2. Alteration in Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration:

- a. in or to the Business
- b. in the ownership of the Insured
- c. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy

which materially increases the risk of legal liability to pay costs and expenses as insured by this Section.

Upon being notified of any such alteration, the Insurer may, at its absolute discretion

- a. continue to provide cover under this Section on the same terms
- b. restrict the cover provided under this Section
- c. impose additional terms
- d. alter the premium
- e. cancel this Section and the Policy.

If the Insured fails to notify the Insurer of any such alteration, the Insurer may

- a. treat this Section and the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled this Section and the Policy had it known of the increase in risk
- b. treat this Section and the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.

## 3. Notice of Adjudication

The Insured shall upon receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Section provide immediate notice (on the first working day thereafter) of such Notice to the Insurer.

## 4. Declaration Condition

If the premium or part of any premium is calculated on estimates supplied to the Insurer by or on behalf of the Insured the Insured shall keep a record of all such relevant particulars and shall allow the Insurer to inspect such records at any reasonable time.

The Insured shall furnish the Insurer with such information as the Insurer may require at the expiry of each Period of Insurance. The premium shall be adjusted annually and any difference shall be paid by or returned to the Insured subject to any agreed minimum or deposit premium.

# Directors and Officers Liability Section – Residents Associations

## Definitions

### Acknowledged Insured vs. Insured Claim

Any **Claim**:

- a. brought or maintained by an **Insured Person** alleging an **Employment Practice Wrongful Act**;
- b. brought or maintained by an insolvency practitioner or the equivalent in any other jurisdiction directly or derivatively without the solicitation, voluntary assistance participation or co-operation of any **Insured Person** or any **Outside Entity's** directors or officers unless legally compelled to do so;
- c. brought or maintained by an **Insured Person** for contribution or indemnity if the **Claim** directly results from another **Claim** covered under this **Section**;
- d. brought or maintained by way of a shareholder derivative action on behalf of a **Company** or **Outside Entity**, which is brought without the solicitation, voluntary assistance, participation or co-operation of any **Insured Person** or any **Outside Entity's** directors or officers unless legally compelled to do so;
- e. brought or maintained by a **Past Insured Person**;
- f. brought or maintained by an **Insured Person** acting pursuant to **Whistleblowing Legislation**; or
- g. for the sole purpose of enforcing against such **Insured Person** a judgement from another jurisdiction.

### Change of Control

- a. The **Policyholder's** merger with or consolidation into any other company;
- b. a management buy out;
- c. the sale of all or the majority of the **Policyholder's** assets to any person or company acting alone or in concert; or
- d. any person or company acting alone or in concert:
  - i. acquiring ownership or control or assuming control pursuant to written agreement with other shareholders of more than 50% of the voting rights in the **Policyholder** and/or more than 50% of the outstanding **Securities** representing the present right to vote for the election of the board of directors of the **Policyholder** and/or assuming the right to appoint or remove the majority of the board of directors (or equivalent position) of the **Policyholder**; or
  - ii. acquiring the right to receive 50% or more of the income of the **Policyholder** on a distribution by a company of all its income or a majority of its assets on a winding-up.

### Claim

The earliest of any:

- a. written demand against an **Insured Person** for a **Wrongful Act**;
- b. civil or criminal proceedings (including but not limited to any **Manslaughter Allegation** or **Extradition Proceedings**) against an **Insured Person** for a **Wrongful Act**; or
- c. formal administrative proceedings or **Investigation** concerning the **Wrongful Act** of an **Insured Person**.

### Company

The **Policyholder** or any **Subsidiary** thereof.

### Crisis Communication Consultant

Any one of the following panel companies:

- a. Hill and Knowlton;
- b. CNC; or
- c. Brunswick

which is selected and appointed by the **Policyholder**.

Alternatively, the **Policyholder** may, with the prior written consent of **the Insurer**, select and appoint any other company.

### Deductible

The amount specified as such in the **Schedule**.

### Defence Costs

- a. All reasonable fees, costs and legal expenses (including disbursements) incurred by or on behalf of the **Insured Person** in the investigation, defence or settlement of the **Claim** and appeal thereof; either
  - i. with the prior written consent of **the Insurer**; or,
  - ii. where it has not been practicable to obtain the prior written consent of **the Insurer**, such costs may be incurred up to a maximum aggregate amount of 10% of the **Limit of Liability** (being part of and not in addition to the **Limit of Liability**) provided that such costs are incurred reasonably and necessarily;
- b. the reasonable premium for a financial instrument (including but not limited to a bond), but not collateral for the instrument, that guarantees for a period not exceeding 12 months the **Insured Person's** contingent obligation for a specified amount if required by a Court.

**Defence Costs** shall not include remuneration, time, expenses or any other associated benefit or overhead of any **Insured Person** and/or any **Company**.

### Discovery Period

The period (as set out in the Discovery Period Extension) commencing immediately after the expiry date of the **Period of Insurance**, during which written notice may be given to **the Insurer** of a **Claim** first made during such period or the **Period of Insurance** for a **Wrongful Act** that occurred prior to the expiry date of the **Period of Insurance**.

### Employment Practice Wrongful Act

Any actual or alleged: violation of employment law or regulation or any other legal provision relating to the past, present or future employment of an individual with the **Company**.

### Extradition Proceedings

Proceedings against the **Insured Person** following a request for deportation, extradition or arrest warrant (including an appeal or separate proceedings to overturn an extradition order).

### Financial Institution

Any bank including any merchant or investment bank, finance company, hedge fund, insurance or reinsurance company, mortgage bank, savings and loan association, building society, credit union, stock broker, investment trust, asset management company, fund manager, or any entity established principally for the purposes of carrying on commodities, futures or foreign exchange trading, financial services or any other similar entity.

### Insured Person

Any natural person who was is or during the **Period of Insurance** becomes:

- a. trustee or committee member of the **Company**;
- b. director, officer or de facto director of any **Company**;
- c. any **Outside Entity Committee Member, Trustee or Director** following the exhaustion of any:
  - i. indemnification provided by the **Outside Entity**; and
  - ii. other collectible directors and officers or management liability cover issued to the **Outside Entity**
 that protects the **Outside Entity Committee Member, Trustee or Director**;
- d. an employee of any **Company** whilst acting in a managerial or supervisory capacity for the **Company**;
- e. an employee of any **Company** to the extent that the employee is:
  - i. named as a defendant in connection with an **Employment Practice Wrongful Act**;
  - ii. joined as a party to any action against any person defined in a) to d) above.

**Insured Person** shall also include:

- f. the lawful spouse or civil partner (as defined in the Civil Partnership Act 2004 or any re-enactment thereof or the equivalent legislation in any other jurisdiction) of any person set out in a) to e) arising out of a **Wrongful Act** of such person and where recovery is sought solely because joint property is held or owned by or on behalf of the spouse or civil partner; and
- g. legal representatives, heirs, assigns or estates of any person set out in a) to e) above in the event of their death, incapacity, insolvency or bankruptcy where recovery is sought solely because of a **Wrongful Act** of such person.

**Insured Person** shall not include insolvency practitioners or external auditors.

### Investigation

Any formal or official hearing, investigation or inquiry by a governmental, regulatory or judicial agency into the affairs of a **Company**, an **Outside Entity** or an **Insured Person** in their capacity as such, if an **Insured Person** receives written documentation during the **Period of Insurance** or **Discovery Period**:

- a. that legally requires such **Insured Person** to attend such hearing, investigation or inquiry; or
- b. in which the **Insured Person** is identified by an investigating authority as a subject of such hearing, investigation or inquiry.

An **Investigation** shall be deemed to be first made when the **Insured Person** is first so required or identified.

**Investigation** shall not include routine regulatory supervision, inspection or compliance reviews or any investigation which focuses on an industry rather than a **Company, Outside Entity or Insured Person** in their capacity as such.

### Investigation Costs

All reasonable fees, costs and legal expenses (except remuneration, time, expenses or any other associated benefit or overhead of any **Insured Person** and/or the costs or overheads of any **Company**) incurred by or on behalf of an **Insured Person** to protect their interests with **the Insurer's** prior written consent which shall not be unreasonably withheld or delayed.

### Limit of Liability

The amount specified as such in the **Schedule**.



## Loss

Any:

- a. Amounts which the **Insured Person** is legally liable to pay for a **Wrongful Act** (including settlements, awards of damages, awards of punitive and exemplary damages, pre and post-judgment interest on a covered judgment or award, or awards of costs).
- b. **Defence Costs** incurred as a result of a **Claim** for a **Wrongful Act**

Enforceability of payment for punitive, exemplary and the multiplied portion of multiple damages shall be governed by the applicable law that most favours coverage for such damages.

With respect to civil fines and penalties imposed in relation to Section 78ff (c) (2) (B) or Section 78dd 2(g) (2) (B) of the Foreign Corrupt Practices Act, or similar legislation in any other jurisdiction, a sub-limit of £1,000,000 in the aggregate will apply (such sub-limit being part of and not payable in addition to the **Section Limit of Liability**).

**Loss** shall not include:

- a. criminal fines and criminal penalties;
- b. remuneration or employment related benefits;
- c. any sum pursuant to a financial support direction or contribution notice by the Pensions Regulator;
- d. taxes other than to the extent that personal liability of a director under Cover A for non-payment of corporate taxes is established by law in the jurisdiction in which the **Claim** is made and such liability constitutes **Non-Indemnifiable Loss**;
- e. any amounts which may be deemed uninsurable under the law applicable to this **Section** or in the jurisdiction in which the **Claim** is brought other than in respect of amounts which are punitive, exemplary or the multiplied portion of multiple damages as specified above;
- f. punitive or exemplary damages awarded for an **Employment Practice Wrongful Act**.

## Manslaughter Allegation

Proceedings against an **Insured Person** for an offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or for a breach of the Health and Safety at Work Act 1974 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction).

## Non-Indemnifiable Loss

**Loss** in respect of which a **Company** is not able to indemnify an **Insured Person** due to legal or regulatory prohibition under any statutory law, codified law or common law; or in respect of which a **Company** is unable to indemnify due to insolvency.

## Outside Entity

Any association, club, society, not for profit organisation or entity other than:

- a. a **Company**;
- b. an organisation, association or company that has a level II or III American Depositary Receipt Programme or is directly listed on an exchange in the **United States of America**;
- c. a financial institution including any bank, clearing house, depository institution, investment firm, investment advisor, investment manager, investment fund, stock broker, mortgage broker, credit institute, asset manager, private equity or venture capital company, insurance company or similar company

unless added by endorsement issued by **the Insurer**.

## Outside Entity Committee Member, Trustee or Director

An employee, director, officer, trustee, committee member, governor or equivalent of a **Company** who, at the specific request of that **Company**, holds the position of director, officer, trustee, committee member, governor or equivalent of an **Outside Entity**.

## Past Insured Person

An **Insured Person** who has retired from or voluntarily ceased to hold such office prior to the expiry date of the **Period of Insurance** other than a disqualified individual or where directly related to a **Change of Control**.

## Policyholder

The association, club, society, not for profit organisation or entity specified as "The Insured" in the **Schedule**.

## Post-claim Reputational Costs

All reasonable fees, costs and expenses for the professional advice of a **Crisis Communication Consultant** incurred by an **Insured Person** to mitigate the adverse effect on that **Insured Person's** reputation from a covered **Claim** first made during the **Period of Insurance** or the **Discovery Period**, if applicable, for a **Wrongful Act**, by disseminating findings made in a final judicial disposition of that claim in the **Insured Person's** favour.

## Prior/Pending Litigation Date

The date specified as such in the **Schedule**.

### **Related Claim**

Any and all **Claims** and/or **Investigations** (whether made or commenced before, during or after the **Period of Insurance**) arising out of, based upon or attributable to the same source or cause.

### **Reputational Crisis Costs**

All reasonable fees, costs and expenses for the professional advice of a **Crisis Communication Consultant** incurred by an **Insured Person** to mitigate the adverse effect on that **Insured Person's** reputation directly in connection with any circumstance that could reasonably lead to a covered **Claim** against an **Insured Person** for a **Wrongful Act**, and any **Claim** or any **Extradition Proceedings** brought against such **Insured Person**.

### **Securities**

Any financial or investment instrument issued by a **Company** which denotes an ownership interest and provides evidence of a debt, a right to share in the earnings of such company, or a right in the distribution of a property.

### **Subsidiary**

Any entity or joint venture where the **Policyholder** controls either directly or indirectly through one or more other entities on or before the inception date of this **Section** either; the composition of the board of directors or more than half of shareholder voting power or share capital.

**The Insurer** shall only be liable for **Loss** in respect of a **Wrongful Act** whilst such entity or joint venture is a **Subsidiary**.

### **United States of America**

The United States of America its territories and possessions and/or any state or political subdivision thereof.

### **Whistleblowing Legislation**

The Public Interest Disclosure Act 1998 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction).

### **Wrongful Act**

Any actual or alleged misrepresentation, misstatement, misleading statement, error, omission, defamation, negligence, breach of warranty of authority, breach of fiduciary duty, **Employment Practice Wrongful Act** or any other act, including

- a. with respect to shareholder derivative actions only, any proposed act;
- b. any violation of the Companies Act 2006 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction); and
- c. any violation of the Bribery Act 2010 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction)

by the **Insured Person** acting in their capacity as such or any matter claimed against the **Insured Person** solely because of such capacity.

## Cover

The cover under this **Section** is afforded solely with respect to any **Claim** first made during the **Period of Insurance** (or **Discovery Period**, if applicable) and notified to **the Insurer** in accordance with the Claim Notification Condition.

### A. Directors & Officers Cover

**The Insurer** shall pay to or on behalf of an **Insured Person** any **Loss** resulting from a **Claim**.

### B. Company Reimbursement Cover

**The Insurer** shall pay to or on behalf of a **Company** any **Loss** resulting from a **Claim** to the extent that such **Company** has indemnified or agreed to indemnify an **Insured Person** in respect of such **Loss**.

### C. Investigation Additional Cover

**The Insurer** shall pay to or on behalf of an **Insured Person** (or a **Company** to the extent that such **Company** has indemnified an **Insured Person**) any **Investigation Costs** arising out of **the Insured Person's** preparation for or attendance at the hearing of an **Investigation** prior to the identification of a **Wrongful Act**.

## Limit of Liability

The **Limit of Liability** is the aggregate limit of the **Insurer's** liability for the **Period of Insurance** and **Discovery Period** in respect of all **Loss** and **Investigation Costs** covered by the provisions of this **Section** and payable for all insurance covers and extensions regardless of the number of claims for indemnity under this **Section** and/or the number of **Insured Person's** who may claim and/or the number of Covers under which such claims may be made.

The **Limit of Liability** shall apply in excess of any applicable deductible(s).

## Extensions

The following extensions to the Cover are afforded solely with respect to any **Claim** first made during the **Period of Insurance** (or **Discovery Period**, if applicable) and notified to **the Insurer** in accordance with the Claim Notification Condition, and are also subject to the general Limits, Conditions and Exclusions of this **Section** and the **Policy**.

### 1. Discovery Period

In the event that this **Section** is neither renewed nor replaced with directors and officers or management liability cover, then the **Policyholder** shall have the right to a **Discovery Period** of:

- a. 30 days automatically and at no additional premium; or
- b. 12 months at an additional premium of 100% of the full annual premium applicable at the expiry date of this **Section**, provided that the **Policyholder** gives **the Insurer** written notice of the election of the **Discovery Period** and pays the additional premium required to **the Insurer** within 30 days of the expiry date of the **Period of Insurance**.

There shall be no right to a **Discovery Period** in the event of a **Change of Control** or where **the Insurer** has declined to renew this **Section** due to non-payment of premium.

While this **Section** does not offer the right to a **Discovery Period** if there is a **Change of Control**, **the Insurer** may, at its sole discretion, quote for a run-off **Discovery Period** of up to 72 months upon the written request of the **Policyholder**. In considering such request, **the Insurer** shall be entitled to underwrite the exposure and to extend an offer on whatever terms, conditions and limitations **the Insurer** deems appropriate.

### 2. Past Insured Person

**The Insurer** shall pay to or on behalf of a **Past Insured Person**:

- a. any **Loss** arising from any **Claim** first made against such **Past Insured Person** following the expiry date of the **Period of Insurance** for a **Wrongful Act** committed before the date that they voluntarily relinquished such position; or
- b. any **Investigation Costs** in connection with any **Investigation** first made against such **Past Insured Person**

following the expiry date of the **Period of Insurance**, provided such matters are notified to **the Insurer** as soon as practicable and provided that this **Section** is not renewed or replaced with any other policy affording directors and officers or management liability cover to such **Past Insured Person**.

### 3. Reputational Crisis Costs

If during the **Period of Insurance** the **Policyholder** or an **Insured Person** first becomes aware of:

- a. a **Claim** for a **Wrongful Act**; or
- b. circumstances which are reasonably expected to give rise to a **Claim** for a **Wrongful Act**;

then provided that written notice is given of such matters in accordance with terms and conditions of this **Section**, the **Insurer** will pay **Reputational Crisis Costs** and **Post-claim Reputational Crisis Costs**.

It is a condition of the **Insured Persons'** right to recover such amounts hereunder that written notice must be given to **the Insurer** within 3 working days after the appointment of the selected **Crisis Communication Consultant**.

Cover under this Extension is limited to £5,000 per circumstance or where more than one **Insured Person** is named in the **Claim** or circumstance, £5,000 per **Insured Person**.

However, in no event shall the cover under this Extension exceed £50,000 in the aggregate during the **Period of Insurance**, such amount being part of the **Limit of Liability**.

**Crisis Communication Consultant** panel companies (and not **the Insurer**) will during the **Period of Insurance**, upon receipt of a written request from the **Policyholder**, offer at no additional charge:

- i. one private crisis communication briefing session for the benefit of directors, executive officers and invited employees of the **Policyholder**;
- ii. a written manual covering core crisis communication issues

The services of a **Crisis Communication Consultant** referred to in this Extension are provided to an **Insured Person** by the **Crisis Communication Consultant** directly, as its client, without the supervision of **the Insurer**. Accordingly **the Insurer** cannot and does not make any warranties, guaranties or representations with respect to any such services or any failure to provide the same; and **the Insurer** shall have no liability for acts, errors or omissions of any **Crisis Communication Consultant** or otherwise for damages from the use of, or inability to use any such services.

### 4. Company Entity Cover

The following Cover is added to this **Section** where specified in the **Schedule** as being "Insured"

## Cover

### D. Company Entity Cover

- i. **The Insurer** will pay to or on behalf of the **Company** all **Loss** resulting from a **Claim** against the **Company**.
- ii. **The Insurer** will pay to or on behalf of the **Company** all **Investigation Costs** in respect of an **Investigation** under the Health and Safety at Work Act 1974.
- iii. **The Insurer** will pay to or on behalf of the **Company** all **Investigation Costs** in respect of an **Investigation** under the Corporate Manslaughter and Corporate Homicide Act 2007.

Provided that

- a. the aggregate liability of **the Insurer** under this Cover D for the **Period of Insurance** and **Discovery Period** in respect of all **Loss** and **Investigation Costs** covered by the provisions of this Cover D regardless of the number of claims for indemnity under this Cover D and/or the number of entities who may claim shall not exceed a sub-limit of £500,000 or 50% of the **Section Limit of Liability** (such sub-limit being part of and not payable in addition to the **Section Limit of Liability**) whichever is the lower
- b. a **Deductible** of £5,000 will apply in respect of each and every **Claim** under this Cover D, provided always that this **Deductible** will not apply to any **Claim** which is successfully defended

## Definitions

The following Definition is amended for the purpose of Cover D only:

**Insured Person** shall include the **Company**.

The following Definition is added to this **Section** for the purpose of Cover D only:

### Pollutants

Any substance, solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance, or contaminant including but not limited to asbestos or asbestos products, mycota or by-products, lead or lead containing products, smoke, vapours, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals, air emissions, odour, waste water, oil, oil products, medical waste, and waste materials. Waste materials include but are not limited to recycled, reconditioned or reclaimed nuclear materials.

The following Definition is deleted and replaced by the following for the purpose of Cover D only:

### Wrongful Act

Any actual or alleged misstatement, misleading statement, error, omission, negligence, breach of trust or breach of duty by the **Company**, but not including any **Employment Practice Wrongful Act**.

## Exclusions

The following Exclusions are added to the **Section** Exclusions of this Section for the purposes of Cover D only:

**The Insurer** shall not be liable for any **Loss** or any **Investigation Costs**:

### 10. Company Entity Cover – Competition & Restraint of Trade

arising out of, based upon, or attributable to violation of any law, rule or regulation relating to competition, activities in restraint of trade, or deceptive acts and practices in trade and commerce.

### 11. Company Entity Cover – Securities

arising out of, based upon, or attributable to the actual or intended private placement or public offering of any **Securities** during the **Period of Insurance**.

### 12. Company Entity Cover – Patent Copyright

arising out of, based upon, or attributable to any actual or alleged infringement, misappropriation or violation of any copyright, patent, trade marks, service marks, trade secrets, title or other proprietary or licensing rights or intellectual property of any products, technologies or services.

### 13. Company Entity Cover – Contractual Liability

arising out of, based upon, or attributable to any actual or alleged contractual liability assumed by the **Company** under any contract or agreement; provided that this Exclusion shall not apply to **Defence Costs** for a **Claim** brought against the **Company**.

### 14. Company Entity Cover – Pollutants

arising out of, based upon, or attributable to **Pollutants**; provided that this Exclusion shall not apply to:

any **Claim** against the **Company** instigated by any shareholder or group of shareholders of the **Company** directly or in the name of the **Company** without the solicitation, voluntary assistance or participation of any **Insured Person**.

### 15. Company Entity Cover – Pension Scheme

arising out of, based upon or attributable to any **Claim** against any **Company** relating to any trust fund, pension scheme, profit-sharing scheme or employee benefit scheme of any **Company** or any **Outside Entity**.

### 16. Company Entity Cover – Claims

arising out of, based upon, or attributable to any **Claim** brought or maintained by or on behalf of any **Company**.

### 17. Company Entity Cover – Employment Practice Wrongful Act

arising out of, based upon, or attributable to any **Claim** against the **Company** for an **Employment Practice Wrongful Act**.

### 18. Company Entity Cover – Tax Obligations

arising out of, based upon, or attributable to any **Claim** against the **Company** for direct or indirect tax obligations of any kind.

### 19. Company Entity Cover – Libel Slander Defamation or Invasion of Privacy

arising out of, based upon, or attributable to any actual or alleged libel, slander, defamation or any form of invasion of privacy.

The following Exclusions shall apply to Cover D i) only:

### 20. Company Entity Cover – Bodily Injury and Property Damage

for bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused, or damage to or loss of or destruction of any tangible property including loss of use thereof.

### 21. Company Entity Cover – Products

arising out of, based upon, or attributable to the efficiency, inefficiency, performance or lack of performance, defect, or non-compliance with health and safety standards of any products, technologies or services manufactured, produced, processed, packaged, sold marketed, distributed, advertised and/or developed by the **Company**.

## Section Exclusions

The Insurer shall not be liable for any Loss or any Investigation Costs:

### 1. Behaviour

arising out of, based upon or attributable to:

- a. the committing of a dishonest or a fraudulent act; or
- b. the **Insured Person** gaining any personal profit, remuneration or advantage to which they were not legally entitled.

This Exclusion shall only apply to an **Insured Person** if such behaviour is established by:

- i. a final decision of a court, tribunal or regulator in the underlying proceedings; or
- ii. written admission of the **Insured Person**.

### 2. Prior Claims/Circumstances

arising out of, based upon or attributable to:

- a. any **Claim, Investigation** first made or commenced prior to the inception date of this **Section** including any **Related Claim** thereto irrespective of when it arises; or
- b. circumstances which have been notified under any other policy or certificate of insurance providing management liability cover and which attaches prior to the inception date of this **Section**.

### 3. Prior and Pending Litigation

arising out of, based upon, or attributable to:

- a. any legal or arbitral proceeding involving any **Company** or **Outside Entity** or any **Insured Person** initiated prior to, or pending at the **Prior/Pending Litigation Date**; or
- b. any fact, circumstance, situation, transaction or event underlying or alleged in such proceeding or alleging or deriving from the same or essentially the same facts, or that has the same source or cause as the matters alleged in such litigation;

regardless of the legal theory upon which the **Claim** against the **Insured Person** is predicated.

### 4. Trustees

arising out of, based upon or attributable to any **Claim** against an **Insured Person** in their capacity as:

- a. a trustee or fiduciary under law; or
- b. an administrator

of any trust fund, pension scheme, profit-sharing scheme or employee benefit scheme of any **Company** or any **Outside Entity**.

### 5. Bodily Injury and Property Damage

for bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused, or damage to or loss of or destruction of any tangible property including loss of use thereof.

This Exclusion shall not apply to:

- a. **Defence Costs** for **Non-indemnifiable Loss** of any **Insured Person** who is a natural person or;
- b. mental anguish or emotional distress or disturbance in respect of an **Employment Practice Wrongful Act**.

### 6. Insured vs. Insured

arising out of, based upon or attributable to any **Claim** brought or maintained by, on behalf of or at the instigation of any **Company, Insured Person, Outside Entity** or any of their respective directors or officers.

This Exclusion shall not apply to an **Acknowledged Insured vs. Insured Claim** or **Defence Costs**.

### 7. Offering of Securities

arising out of, based upon, or attributable to any public offering of any **Securities** during the **Period of Insurance**, provided that this Exclusion shall not apply to debt offerings anywhere in the World.

### 8. Professional Services

in connection with any **Claim** alleging, arising out of, based upon or attributable to the **Company** or an **Insured Person's** performance of or the failure to perform professional services for others, or any act, error or omission relating thereto.



## 9. Outside of the United Kingdom

in connection with any **Claim**

- a. arising out of, based upon to attributable to or as a consequence of any **Wrongful Act** committed outside the United Kingdom; or
- b. in respect of any action brought or maintained outside the jurisdiction of the United Kingdom; or
- c. in respect of any action brought or maintained within the jurisdiction of the United Kingdom to enforce a foreign judgement, whether by reciprocal agreement or otherwise.

## Section Claims Conditions

### 1. Circumstances

If during the **Period of Insurance** an **Insured Person** first becomes aware of circumstances which are reasonably expected to give rise to a **Claim** under this **Section**, then the **Policyholder** or any **Insured Person** may give notice thereof to **the Insurer** in the manner and at the address identified in the Claim Notification Condition below. In order for such notice to be effective, the notification of the circumstances must be made in writing, given during the **Period of Insurance** and include at least the following:

- a. a statement that it is intended to serve as notice of circumstances of which an **Insured Person** has become aware which are reasonably expected to give rise to a **Claim**;
- b. the reasons for expecting such **Claim** (including full particulars as to the nature and date of the possible **Wrongful Act**);
- c. the identity of any potential claimant;
- d. the identity of any **Insured Person** involved in such circumstances; and
- e. the date on, and manner in which, the **Insured Person** first became aware of such circumstances.

If during the **Period of Insurance** circumstances are notified in accordance with the requirements of this Condition, then any later **Claim** arising out of, based upon or attributable to such notified circumstances shall be accepted by **the Insurer** as having been made at the same time as the circumstances were first notified to **the Insurer**.

There shall be no cover under this **Section** with respect to any such **Claim** or **Related Claim** where the circumstances have not been notified in accordance with this Condition.

### 2. Claim Notification

The **Policyholder** or any **Insured Person** shall give written notice to **the Insurer** of any **Claim** first made against an **Insured Person** or any **Investigation** or first made during the **Period of Insurance** (or **Discovery Period**, if applicable) as soon as reasonably practicable during the **Period of Insurance** (or **Discovery Period**, if applicable). In the event that it has not been practicable for the **Policyholder** or the **Insured Person** to give notice during the **Period of Insurance** (or **Discovery Period**, if applicable), then written notice may be given within 90 days of the expiry date of the **Period of Insurance** (or **Discovery Period**, if applicable). Such notice shall be deemed to have been given during the **Period of Insurance**.

There shall be no cover under this **Section** with respect to any **Claim** which has not been notified in accordance with this Condition.

All notifications must be in writing to:

Allianz Claims  
PO Box 10509  
51 Saffron Road  
Wigston  
LE18 9FP

or by telephone to 0344 893 9500 (lines are open 9am to 5pm Monday to Friday).

### 3. Defence and Settlement

It shall be the duty of each **Insured Person** to defend any **Claim** made against it. **The Insurer** shall be entitled to participate fully in the investigation, defence and negotiation of any settlement of any **Claim** that involves or appears reasonably likely to involve **the Insurer**. In respect of any **Claim** brought or maintained by, on behalf of or at the instigation of any **Company, Insured Person, Outside Entity** or any of their respective directors or officers other than an **Acknowledged Insured vs. Insured Claim, the Insurer** shall have the right (but not the duty) to control the investigation, defence and negotiation of any settlement of such **Claim**.

Other than as provided in Definitions **Defence Costs** a) ii), no **Defence Costs** shall be incurred without the prior written consent of **the Insurer**. Such consent shall not be unreasonably withheld or delayed.

**The Insurer** shall pay covered **Defence Costs** to or on behalf of the **Insured Person** on an as incurred basis prior to final disposition or adjudication of the **Claim** upon receipt of sufficiently detailed invoices. However, any such payments made by **the Insurer** which are subsequently determined not to be covered by this **Section** shall be returned by the **Policyholder** or

**Insured Person** to **the Insurer** on demand and the **Policyholder** shall also be jointly and severally liable with the **Insured Person** to make such payment to **the Insurer** except in the case of **Non-indemnifiable Loss**.

The **Insured Person** shall assert all appropriate defences and cross claims for contribution, indemnity or damages. **The Insured Person** shall not admit liability for or settle or attempt to settle any **Claim** without the prior written consent of the **Insurer**. Such consent shall not be unreasonably withheld or delayed.

The **Insured Person** shall at its own cost and in a timely fashion provide to **the Insurer** all information and assistance as **the Insurer** may reasonably require.

#### 4. Related Claims

If during the **Period of Insurance** (or any applicable **Discovery Period**) a **Claim** or **Investigation** is notified in accordance with the requirements of this **Section**, then any **Related Claim** made after expiry of the **Period of Insurance** (or the applicable **Discovery Period**) shall be accepted by **the Insurer** as having been:

- a. made at the same time as such notified **Claim, Investigation** was first made; and
- b. notified at the same time as such notified **Claim, Investigation** was first notified to **the Insurer**.

All **Related Claims** shall be deemed to be one single matter and deemed to be made at the same time as the first of such **Related Claims** was made or is deemed to have been made.

#### 5. Dispute Resolution

Where, following receipt by **the Insurer** of all information reasonably required to provide such decision:

- a. a final decision has been given by **the Insurer** regarding any aspect of this **Section** or any matter relating to cover hereunder;
- b. that decision is disputed between **the Insurer** and an **Insured Person**; and
- c. such dispute cannot be resolved within 14 days of the date on which such decision is communicated to the **Insured Person** or its insurance broker,

the dispute shall be referred to arbitration by either party under The Insurance & Reinsurance Arbitration Society ("A.R.I.A.S (UK)") Arbitration Rules (save as set out below).

The Arbitration Tribunal (the "Tribunal") shall consist of three arbitrators, one to be appointed by an insured party involved in the arbitration, one to be appointed by **the Insurer** and the third to be appointed by the two appointed arbitrators. The third member of the Tribunal shall be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator.

The arbitrators shall be persons (including those who have retired) with not less than ten years' experience of insurance within the industry or as lawyers or other professional advisers serving the industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then, upon application, A.R.I.A.S (UK) shall appoint an arbitrator to fill the vacancy. At any time prior to such an appointment by A.R.I.A.S (UK) the party or arbitrators in default may make such appointment.

The Tribunal may at its sole discretion make such orders and directions as it considers necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions. The seat of arbitration shall be London, England and the law governing the arbitration shall be the law of England & Wales.

#### 6. Allocation

If an **Insured Person** incurs any **Loss** arising out of a **Claim** or any **Investigation Costs** in connection with an **Investigation** that includes both covered and non-covered matters or that is made against both covered and non-covered parties, then the **Insured Person** and **the Insurer** shall use their best efforts to agree upon a fair and proper allocation of the proportion of the **Loss** or **Investigation Costs** covered hereunder, having regard to the relative legal and financial exposures.

If an allocation cannot be agreed between the **Insured Person** and **the Insurer**, then the parties agree that it shall be determined, having regard to the relative legal and financial exposures, by a Queens Counsel to be mutually agreed upon, or in default of agreement to be nominated by the Chairperson of the Bar Council. Such Queens Counsel shall act as an expert and not an arbitrator and their determination shall be based upon the written submissions of the parties and shall be final and binding on the parties. There shall be no obligation on the Queens Counsel to provide reasons unless specifically requested by the **Insured Person or the Insurer**.

The costs of any reference to expert determination under this Condition shall be borne equally by both the **Insured Person** seeking the determination and **the Insurer**.

## 7. Priority of Payment of Claims

If the Insurer is liable to make any payment for **Loss** or **Investigation Costs** covered under this **Section**, then at the time that such payment is due **the Insurer** will (subject always to the **Limit of Liability**):

- a. first, seek to agree with the **Insured Person** and/or **Company** entitled to such payment to pay any **Loss** and **Investigation Costs** for which cover is provided to a natural **Insured Person**;
- b. thereafter, where **Loss** or **Investigation Costs** remain for which cover is provided to a **Company**, **the Insurer** may request the **Policyholder** to elect in writing:
  - i. to stipulate the order and the amounts in which such **Loss** or **Investigation Costs** are to be discharged; or
  - ii. to receive such balance to be held on behalf of any **Company** who has incurred such **Loss** or **Investigation Costs**.

In the event that no such agreement can be reached, **the Insurer** shall make payments as they fall due under this **Section** without regard to this Condition.

In the event that the **Company** becomes insolvent, this Condition shall not relieve the Insurer of the obligation to seek to agree to prioritise payment of **Loss** or **Investigation Costs** under this **Section**.

Subject to the **Limit of Liability**, payment pursuant to this Priority of Payment of Claims Condition shall fully discharge **the Insurer** from its obligations under this **Section**.

## 8. Subrogation

In the event of a payment under this **Section**, **the Insurer** shall be subrogated to all applicable rights of recovery of the **Policyholder** and any **Insured Person** in respect of such payment. In addition, the **Policyholder** and **Insured Person** shall execute all and any documentation and undertake any action necessary to enable the Insurer to bring a recovery action or suit (at **the Insurer's** option) in the name of **the Insurer** or (as applicable), the **Policyholder** or **Insured Person**. Any recovery received shall first be applied against any payment made by the Insurer with any balance remaining thereafter being remitted to or retained by the **Policyholder** or **Insured Person**.

**The Insurer** shall not exercise any right of subrogation against an **Insured Person** unless it is established that such **Insured Person** has committed a deliberate criminal act or obtained any profit or advantage to which such **Insured Person** was not legally entitled in accordance with Exclusion 1.

## Section General Conditions

### 1. Severability

For the purposes of determining the availability of coverage under this **Section** (including the application of any Exclusion), no fact pertaining to, knowledge possessed by, or conduct of one **Insured Person** shall be imputed to any other **Insured Person**.

### 2. Non-Avoidance

**The Insurer** shall not avoid this **Section** or any severable part of the **Section** or exercise any other legal remedy on the grounds of misrepresentation or non-disclosure, save in the case of fraudulent misrepresentation or fraudulent non-disclosure.

If there has been fraudulent misrepresentation or fraudulent non-disclosure, then **the Insurer** shall be entitled to avoid this **Section** ab initio with respect to:

- a. an **Insured Person** who has fraudulently misrepresented or fraudulently non-disclosed material information prior to the conclusion of this contract; or
- b. cover for the **Company** under Cover B, Cover C and Cover D (where operative) where the fraudulent misrepresentation or fraudulent non-disclosure was made by the chief executive officer and/or the chief financial officer and/or the chief operating officer and/or the chief risk officer or equivalent position of that **Company** or of the **Policyholder**.

### 3. Change of Control

**The Insurer** shall not be liable for any **Loss** or any **Investigation Costs** arising out of, based upon or attributable to a **Wrongful Act** committed after a **Change of Control** or in respect of any **Company** when an administrator, liquidator or receiver (or the equivalent in any jurisdiction) is appointed to such **Company**.

### 4. Assignment

This **Section** and any rights under or in respect of it cannot be assigned by the **Policyholder** or any **Insured Person** without the prior written consent of **the Insurer** and any assignment in breach of this Condition shall be null and void.

## 5. Governing Law and Jurisdiction

This **Section** shall be governed by the laws of, and subject to the exclusive jurisdiction of the Courts of England and Wales.

## 6. Contracts (Rights of Third Parties) Act 1999

This **Section** is not intended to confer any directly enforceable benefit upon any third party other than a **Company** or an **Insured Person** and no other third parties shall acquire any rights in relation to this **Section** under the Contracts (Rights of Third Parties) Act 1999, or any re-enactment thereof, to enforce any term of this contract or otherwise.

## 7. Plurals, Headings and Titles

The descriptions in the headings and titles of this **Section** are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. Words that are not specifically defined in this **Section** have the meaning normally attributed to them.

## 8. Deductible

A **Deductible** shall apply with respect to each and every **Claim** other than for **Non-indemnifiable Loss**.

In the event that the **Policyholder** and/or the relevant **Subsidiary** does not indemnify an **Insured Person, the Insurer** shall advance the **Loss** covered by the provisions of this **Section** to such **Insured Person**. However, any applicable **Deductible** shall then become immediately payable by the **Policyholder** and/or the **Subsidiary** to **the Insurer**.

## 9. Other Insurance

Unless otherwise required by law, cover under this **Section** is provided only as excess over any other valid and collectible insurance, unless such insurance is written as specific excess insurance over the **Limit of Liability**.

Other insurance shall be regarded as valid and collectible if there is an entitlement to indemnity thereunder in respect of **Loss** covered under this **Section**, or if there would be such an entitlement to indemnity but for the existence of this **Section** and/or but for any provision in such other policy to the same or similar effect as General Condition 9 of this **Section**.

## 10. Sanctions

This **Section** does not provide any cover or benefit for any business or activity to the extent that

- i. such cover or benefit and/or
- ii. such business or activity would violate any applicable economic or trade sanction law or regulations of the UN and/or the EU/EEA and/or any other applicable national economic or trade sanction law or regulations.

## 11. Administration

The **Policyholder** shall act on behalf of itself and each and every **Subsidiary** and each and every **Insured Person** with respect to:

- a. **Claim** notifications;
- b. the necessary notifications regarding any new **Subsidiary**;
- c. the payment of the premium and any additional premiums and the receipt of return premiums that may become due under this **Section**;
- d. the receipt and acceptance of any endorsements issued by **the Insurer** to form part of this **Section**; and
- e. the exercising or declining of any right to a **Discovery Period**.

# Property Owners Commercial Legal Expenses Section

## Definitions

In addition to the **Policy** Definitions the following also apply to this **Section**:

### Acts of Parliament

All Acts of Parliament referred to in this **Section** will include a reference to all Orders and Regulations made under them and to any subsequent amendments, re-enactments, equivalent legislation, Regulations or Codes of Practice, enforceable within the **Territorial Limits**.

### Adjudication

Adjudication whether arising under the Housing Grant Construction and Regeneration Act 1996 or the Scheme or an adjudication arising out of any term in a **Contract**.

### Agent

The letting or managing agent appointed by, and acting on behalf of, the **Insured** in respect of the **property**.

### Any One Claim

All **Claims** including any appeal against a judgment or decision arising out of the same original cause event or circumstance without the intervention of any other cause starting from a new and independent source will be regarded as one claim.

### Awards of Compensation

**Basic Awards** and **Compensatory Awards** made against the **Insured** by an Employment Tribunal, Employment Appeal Tribunal or Superior Court, or settlements agreed as a result of negotiation, conciliation or arbitration proceedings and to which the **Insurer's** previous consent has been given, other than:

- a** any awards of compensation against the **Insured** for a redundancy payment or monies due under a contract of employment, or
- b** any award arising from a failure by the **Insured** to provide written reasons for dismissal, or
- c** any award or pay specified in a reinstatement or re-engagement order, or
- d** any financial benefit or compensation payable under any share option scheme or pension scheme.

### Basic Awards

Basic Awards are as determined in accordance with section 119 of the Employment Rights Act 1996. For the avoidance of doubt Basic Awards do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

### Claim

#### Cover Event 1 Employment

An application to an Employment Tribunal brought by or on behalf of any **Employee** against the **Insured** for monetary damages or other relief, including a request for reinstatement or re-engagement. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first receives an **Employee's** Claim Form (ET1) from an Employment Tribunal.

#### Cover Event 2 Taxation Proceedings

The circumstances that give rise to a **Claim** will begin immediately the **Insured** or the **Insured's** accountant first receives written notification from:

- a** HM Revenue & Customs expressing dissatisfaction with the **Insured's** tax affairs, or
- b** HM Revenue & Customs with an assessment or written decision or notice of civil penalty in respect of VAT.

#### Cover Event 3 Criminal Prosecution Defence

A criminal prosecution brought against the **Insured Person**. The circumstances that give rise to a **Claim** will begin immediately proceedings are issued against the **Insured Person**.

#### Cover Event 4 Damage to Premises

A civil proceeding (including an application for injunctive or non-pecuniary relief, third party action, or counterclaim) brought by the **Insured** for the pursuit of monetary damages or other relief. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first sends written notice to another party that it is the **Insured's** intention to hold that other party responsible for actual physical damage to the **Insured's Premises** resulting in provable financial loss to the **Insured**.

#### Cover Event 5 Data Protection

A civil proceeding brought against the **Insured Person** under Data Protection legislation. The circumstances that give rise to a **Claim** will begin immediately the **Insured Person** first receives:

- a** a writ, summons or similar pleading for injunctive or non-pecuniary relief, third party proceeding, or counterclaim, or



- b** written notification from the Information Commissioner of a refusal of the **Insured Person's** application for registration or an alteration to the **Insured Person's** registration particulars, or
- c** an Enforcement, De-registration or Transfer Prohibition Notice from the Information Commissioner.

#### Cover Event 6 Commercial Tenancy Agreement

A civil proceeding (including an application for injunctive or non-pecuniary relief, third party action, or counterclaim) brought by the **Insured** for the pursuit of monetary damages or other relief. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first sends written notice to another party that it is the **Insured's** intention to hold that other party responsible for a breach of the **Insured's Commercial Tenancy Agreement**.

#### Cover Event 7 Licence Protection

An event which results in a hearing in regard to withdrawing, restricting or suspending the **Insured's Business** licence. The circumstances that give rise to a **Claim** will begin immediately the **Insured** first receives notification from the relevant licensing authority of their intention to withdraw, restrict or suspend the **Insured's Business** licence.

#### Cover Event 8 Personal Injury

A civil proceeding brought by the **Insured Person** for monetary damages. The circumstances that give rise to a **Claim** will begin immediately the **Insured Person** suffers death or bodily injury.

#### Cover Event 9 Jury Service Allowance

The circumstances that give rise to a **Claim** for **Jury Service Allowance** will begin immediately the **Insured** first knows, or should have known, that they have suffered proven financial loss as a result of a proprietor, partner, director or **Employee** of the **Insured** having been absent from work as a result of attendance for jury service.

#### Cover Event 10 Contract

A civil proceeding (including an application for injunctive or non-pecuniary relief; third party proceeding or counterclaim) brought by or against the **Insured** for monetary damages or other relief. The circumstances that give rise to a **Claim** will begin immediately the **Insured**:

- a** first sends written notice to another party to a **Contract** that it is the intention of the **Insured** to hold that other party responsible for any actual or alleged breach of that **Contract**, or
- b** first receives written notice that it is the intention of another party to a **Contract** to hold the **Insured** responsible for any actual or alleged breach of that **Contract**.

#### Cover Event 11 Residential Lettings

A civil proceeding (including an application for injunctive or non-pecuniary relief, third party proceeding or counterclaim) brought by the **Insured** for monetary damages or other relief against the **Residential Tenant**. The circumstances that give rise to a **Claim** will begin immediately the **Insured** or the **Agent**:

- a** first sends written notice to the **Residential Tenant** that it is the intention of the **Insured** to hold the **Residential Tenant** responsible for actual physical damage to the **Property** which has resulted in provable financial loss to the **Insured**; or
- b** does not receive **Rent** from the **Residential Tenant** in accordance with the **Residential Letting Tenancy Agreement**; or
- c** first sends written notice to the **Residential Tenant** that it is the intention of the **Insured** to hold the **Residential Tenant** responsible for any other actual or alleged breach of the **Residential Letting Tenancy Agreement**.

#### Commercial Tenancy Agreement

An agreement under which the **Insured** lets the **Premises** to a **Commercial Tenant** in return for the payment of rent. For the avoidance of doubt a **Commercial Tenancy Agreement** shall not include a **Residential Letting Tenancy Agreement**.

#### Commercial Tenant

The tenant named in the **Commercial Tenancy Agreement** who occupies the **Premises** for non-residential purposes.

#### Compensatory Awards

**Compensatory Awards** are the amounts awarded at the discretion of an Employment Tribunal, Employment Appeal Tribunal or Superior Court intended to compensate for loss of earnings and benefits. For the avoidance of doubt **Compensatory Awards** do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

#### Contract

An actual or alleged contract, to which the **Insured** is a party, for the sale, purchase, hire, service, supply or repair of goods or for the supply or purchase of a service. For the avoidance of doubt a **Contract** does not include any actual or alleged contract with an **Employee**.

#### Data Protection Compensation Awards

Compensation awarded under the terms of section 13 of the Data Protection Act 1998 against the **Insured** for the holding, loss or unauthorised disclosure of data.



### Employee

- 1** any person under a contract of service or apprenticeship with the **Insured**
- 2** any of the following persons whilst working for the **Insured** in connection with the **Business**
  - a** any labour master or labour only subcontractor or person supplied by him
  - b** any self-employed person providing labour only
  - c** any trainee or person undergoing work experience
  - d** any voluntary helper
  - e** any person who is borrowed by or hired to the **Insured**.

### Excess

The amount specified in the Exclusions that the **Insured Person** must first pay in respect of **Any One Claim** under this **Section** before the **Insurer** then becomes liable to make payment under that **Claim**.

### Guarantor

The person, people or organisation which enter into a written agreement to pay the **Rent** or perform the duties of the **Residential Tenant** under the terms of the **Residential Letting Tenancy Agreement** if the **Residential Tenant** fails to do so.

### Insured Person

The **Insured** and, at the request of the **Insured** with the agreement of the **Insurer**, the **Insured's** proprietors partners and directors and also all **Employees** acting in the normal course of their employment.

### Insurer

Allianz Insurance plc trading as Allianz Legal Protection.

### Jury Service Allowance

The payment of up to £100 per day to the **Insured** in respect of an **Insured Person** who is absent from work as a result of his or her attendance for jury service within the **Territorial Limits**, but only in so far as this is not otherwise recoverable from the relevant court and payment of such sum has been made by the **Insured** to the **Insured Person** under any contract of employment. The amount that the **Insurer** will pay is based on:

- a** the time the **Insured Person** is off work including the time it takes to travel to and from the court. This will be calculated to the nearest half day assuming that a whole day is eight hours.

- b** if the **Insured Person** works full time, the salary or wages for each day equals 1/250th of the **Insured Person's** annual salary or wages.
- c** if the **Insured Person** works part time, the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages.

### Lawphone Legal Helpline

A telephone advisory service provided by the **Insurer**:

- a** to advise the **Insured** on **Business** related legal matters, and
- b** for the **Insured** to report all **Claims** under this **Section** to the **Insurer**.

The **Insured** should contact **Lawphone Legal Helpline** on 0370 241 4140.

### Legal Expenses

Fees and Expenses

- a** any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative**, at such rates or in such amounts as may be agreed or confirmed by the written consent of the **Insurer** in respect of any **Claim**, including costs and expenses of expert witnesses and those incurred by the **Insurer** in connection with such **Claim**.
- b** any costs incurred by other parties, insofar as the **Insured Person** is held liable in a civil court or tribunal to pay such costs or under a settlement made with another party with the **Insurer's** consent.
- c** any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative** in an appeal, at such rates or in such amounts as may be agreed or confirmed by the written consent of the **Insurer**, or in resisting an appeal against the judgment of a relevant court or tribunal, up to such amounts agreed, confirmed or consented to by the **Insurer**.
- d** any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative**, at such rates or in such amounts as may be agreed or confirmed by the written consent of the **Insurer** in connection with any **Claim** relating to **Taxation Proceedings**, but excluding any tax or VAT or additional tax or VAT or interest and penalties demanded assessed or requested by the relevant authorities.

### Legal Representative

A solicitor, barrister or any other appropriately qualified person appointed in the name of and on behalf of the **Insured Person** with the agreement of the **Insurer** to act for the **Insured Person** in accordance with the terms of this **Section**.

### Property

The property owned by the **Insured**, declared to the **Insurer** and let to the **Residential Tenant** on a residential basis under a **Residential Letting Tenancy Agreement**.

**Reasonable Prospects of a Satisfactory Outcome** only exist if:

- a The **Insured Person** is more likely than not to succeed assuming the case was determined at trial or other final hearing at first instance and where the likely damages claimed and recovered by or against the **Insured Person** will exceed the **Insured Person's** own likely **Legal Expenses** or
- b any lawyer appointed by the **Insurer** or any other lawyer appointed on behalf of the **Insured Person** would advise a reasonable private paying client to proceed having regard to the prospects of success and taking into account all of the circumstances of the **Claim**.

### Rent

The amount the **Residential Tenant** must pay to the **Insured** or the **Agent** as set out in the **Residential Letting Tenancy Agreement**.

### Residential Letting Tenancy Agreement

The agreement under which the **Insured** lets the **Property** to the **Residential Tenant**. The agreement must be signed by the **Insured** and the **Residential Tenant** and must be:

- a an assured tenancy (under grounds 1 or 2 of schedule 2 of the Housing Act 1988 as updated and amended by the Housing Act 1996); or
- b an assured shorthold tenancy as defined within the Housing Act 1988 (as updated and amended by the Housing Act 1996) and the equivalent legislation in Scotland; or
- c an agreement in which the **Residential Tenant** is a limited company or the annual **Rent** is more than £25,000.

### Residential Tenant

The person, people or organisations named in the **Residential Letting Tenancy Agreement** who rents the **Property** from the **Insured** (including any person who occupies the **Property** with the knowledge and consent of the **Residential Tenant** and the **Insured**).

### Taxation Proceedings

HM Revenue & Customs (Full Enquiry)

- a preparation of documents and representation of the **Insured** in respect of a Full Enquiry investigation by HM Revenue & Customs into the **Insured's** tax affairs.
- b preparation of documents and representation of the **Insured** at an HM Revenue & Customs Commissioners' Hearing resulting from a Full Enquiry.
- c the conduct of an appeal against a decision of the HM Revenue & Customs Commissioners' resulting from a Full Enquiry, provided that:
  - i investigation by HM Revenue & Customs into the **Insured's** tax affairs is notified to the **Insurer** at the time HM Revenue & Customs send a written notification to the **Insured** or the **Insured's** accountant expressing dissatisfaction with the **Insured's** tax affairs.
  - ii submission to the relevant authorities of the **Insured's** accounts and related taxation computations have not been or are not unduly delayed.

### PAYE Investigation

- a examination at the **Insured's Premises** of PAYE records with which HM Revenue & Customs have expressed dissatisfaction.
- b investigation and preparation prior to negotiation and representation on the **Insured's** behalf.
- c attendance at meetings and negotiations with HM Revenue & Customs on the **Insured's** behalf.
- d representation of the **Insured** at an HM Revenue & Customs Commissioners' Hearing.
- e representation of the **Insured** at an appeal against a decision of the HM Revenue & Customs Commissioners' following a Hearing.

provided that a dispute relating to PAYE regulations is notified to the **Insurer** when, following a PAYE examination, HM Revenue & Customs send a written notification to the **Insured** or the **Insured's** accountant expressing dissatisfaction.

### VAT Decisions and Penalties

- a** investigation and preparation of documents prior to representation of the **Insured** at a VAT Tribunal or in reaching agreement upon a settlement with HM Revenue & Customs under the local review procedure.
- b** preparation of documents and representation of the **Insured** at a VAT Tribunal for the purpose of appealing against an assessment or written decision or civil penalty issued by HM Revenue & Customs.
- c** representation of the **Insured** at an appeal against a VAT Tribunal decision.

provided that a VAT assessment or written decision or civil penalty is notified to the **Insurer** at the date at which HM Revenue & Customs send an assessment or written decision or notice of civil penalty to the **Insured** or the **Insured's** accountant in respect of VAT.

### Self-Assessment Return Investigation (Full Enquiry)

Preparation of documents and representation of the **Insured** following the issue of a Formal Notice under Section 9A of the Taxes Management Act 1970 or Section 12AC of the Taxes Management Act 1970 or S24 (1) Schedule 18 Finance Act 1998 which requires the examination of all the **Business** books or records.

### Tenancy Deposit

The amount paid by or on behalf of the **Residential Tenant** to the **Insured** or the **Agent** under the **Residential Letting Tenancy Agreement** as security against the performance of the duties of the **Residential Tenant** under that **Residential Letting Tenancy Agreement**, and any damage to the **Property** or the non payment of **Rent** during the period of the tenancy.

### Tenancy Deposit Scheme

A scheme operated by or on behalf of the Government to safeguard **Tenancy Deposits** paid in connection with Assured Shorthold tenancies in England and Wales and to facilitate the resolution of disputes arising in connection with the return of the **Tenancy Deposit** to the **Residential Tenant**.

**Territorial Limits** – (Events 1, 2, 3, 4, 5, 6, 7, 9 and 10)

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

**Territorial Limits** – (Event 8 only)

Any member country of the European Union and Croatia, Iceland, Norway and Switzerland

**Territorial Limits** – (Event 11 only)

Great Britain

### Vacant Possession

The time at which the **Residential Tenant(s)** permanently vacate or are otherwise permanently evicted from the **Property**.

### Witness Attendance Allowance

The payment of up to £100 per day to the **Insured** in respect of the **Insured Person** who is absent from work as a result of his or her attending as a witness for the **Insured** at a hearing, court, tribunal or arbitration within the **Territorial Limits** at the request of the **Legal Representative** with the **Insurer's** written consent of, but only in so far as this is not otherwise recoverable from the relevant hearing, court, tribunal or arbitration. The amount that the **Insurer** will pay is based on:

- a** the time the **Insured Person** is off work including the time it takes to travel to and from the hearing, court, tribunal or arbitration. This will be calculated to the nearest half day assuming that a whole day is eight hours.
- b** if the **Insured Person** works full time, the salary or wages for each day equals 1/250th of the **Insured Person's** annual salary or wages.
- c** if the **Insured Person** works part time, the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages.

### Limit of Indemnity

The maximum amount the **Insurer** is liable to pay under this **Section** is:

- 1** £100,000 **Any One Claim** other than a **Claim** relating to Event 9: Jury Service Allowance, Event 10: Contract and Event 11: Residential Lettings.
- 2** £5,000 **Any One Claim** relating to Event 9: Jury Service Allowance.
- 3** £5,000 **Any One Claim** relating to **Witness Attendance Allowance**.
- 4** £50,000 **Any One Claim** relating to Event 10: Contract and Event 11: Residential Lettings.
- 5** £500,000 for all **Claims** which first occurred during the **Period of Insurance**.

(collectively "the Limit of Indemnity")

The above amounts are all inclusive of **Legal Expenses**.

## Cover

The **Insurer** agrees to pay up to the Limit of Indemnity and on behalf of the **Insured Person, Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance and Witness Attendance Allowance** incurred by the **Insured Person** in the pursuit or defence of any **Claim** brought within the **Territorial Limits** and which first occurred during the **Period of Insurance** and falls within the Cover provided by the following Events.

## Events

(operative where shown in the Policy Schedule)

### 1 Employment

The **Insured** has cover for:

- a the defence of the legal rights of the **Insured** in a dispute in an Employment Tribunal with a previous, present or prospective **Employee** and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation.

#### b Awards of Compensation.

Provided that:

- a the **Insured** have issued all necessary documentation to an **Employee** as required by legislation.
- b the **Insured** has consulted with and then followed with due diligence the advice and procedures provided by the **Lawphone Legal Helpline** before making any significant variation to an **Employee's** contract or taking any action which might lead to the giving of a formal warning to, or the dismissal of, an **Employee**.
- c the **Insured** has consulted with the **Lawphone Legal Helpline** immediately the **Insured** knew, or ought reasonably to have known, of any cause event or circumstance which has given or may give rise to a **Claim** involving the **Insured**.
- d the incident giving rise to the **Claim** occurs at least 3 months after the start of the first **Period of Insurance**. This will not apply if the **Insured** had cover which is equivalent to that provided under this **Section** under another legal expenses policy up to the start of the first **Period of Insurance**.

### 2 Taxation Proceedings

The **Insured** has cover for **Taxation Proceedings**.

Provided that the **Taxation Proceedings** arise out of the **Business**.

### 3 Criminal Prosecution Defence

The **Insured Person** has cover for the defence of a criminal prosecution.

Provided that the criminal prosecution arises out of the **Business**.

### 4 Damage to Premises

The **Insured** has cover for the pursuit of the legal rights of the **Insured** in a dispute relating to physical damage to the **Insured's Premises** caused by another person or organisation resulting in proven financial loss to the **Insured**.

Provided that:

- a the **Premises** are used solely for the **Insured's Business**; and
- b the incident giving rise to the **Claim** occurs at least 3 months after the start of the first **Period of Insurance**. This will not apply if the **Insured** had cover which is equivalent to that provided under this **Section** under another legal expenses policy up to the start of the first **Period of Insurance**.

### 5 Data Protection

The **Insured** has cover for:

- a the defence of the legal rights of the **Insured** in a dispute arising out of the Data Protection Act 1998.
- b an appeal by the **Insured** against a refusal of an application for registration or alteration of registered particulars.
- c an appeal by the **Insured** against any Employment, De-registration or Transfer Prohibition Notice.

#### d Data Protection Compensation Awards.

### 6 Commercial Tenancy Agreement

The **Insured** has cover for the pursuit of the legal rights of the **Insured** in a dispute relating to the **Insured's Commercial Tenancy Agreement**.

### 7 Licence Protection

The **Insured** has cover for the defence of the legal rights of the **Insured** after any event which results in a hearing in regard to withdrawing, restricting or suspending the **Insured's Business** licence.

Provided that the hearing arises out of the **Insured's Business**.

## 8 Personal Injury

The **Insured Person** has cover for the pursuit of his or her legal rights following an event which causes the **Insured Person's** death or bodily injury.

Provided that the death or bodily injury arises out of the **Business**.

## 9 Jury Service Allowance

The **Insured** has cover for Jury **Service Allowance**.

## 10 Contract

The **Insured** has cover for the pursuit or defence of the legal rights of the **Insured** in a dispute with a manufacturer or supplier or customer in respect of a **Contract**.

Provided that:

- a the goods or services in question are supplied in connection with the **Business** of the **Insured**; and
- b the amount in dispute is more than £5,000, other than a dispute where the **Insured** is pursuing a **Claim** in respect of the construction alteration or repair of any building, or part of that building, or structure when the amount in dispute must be more than £25,000.

## 11 Residential Lettings

The **Insured** has cover for the pursuit of the legal rights of the **Insured** in a dispute with a **Residential Tenant** following an actual or alleged breach of the **Residential Letting Tenancy Agreement** by the **Residential Tenant** in respect of:

- a the non payment of **Rent** by the **Residential Tenant**, including **Legal Expenses** incurred in up to two actions necessary to enforce a judgment against the **Residential Tenant** to pay the unpaid **Rent** to the **Insured**.
- b physical damage to the **Property** caused by the **Residential Tenant**, resulting in proven financial loss to the **Insured**.
- c the **Insured** reasonably withholding part, or all, of the **Tenancy Deposit** at the end of the **Residential Letting Tenancy Agreement** where the **Tenancy Deposit** has no legal requirement to be held in accordance with the requirements of the **Tenancy Deposit Scheme**

Provided that the amount in dispute is more than £250.

### Special Conditions that apply to Cover Event 11 – Residential Lettings

The **Insured** must:

- a keep to all the conditions of any mortgage, or other loan, the **Insured** has on the **Property** and the **Residential Letting Tenancy Agreement**.

- b make any **Claim** within 2 months of the first occurrence of any cause, event or circumstance that gives rise to the **Claim**.

- c make sure that the **Insured** or the **Agent** has the following from each **Residential Tenant** or **Guarantor** before the **Residential Letting Tenancy Agreement** begins:

- i one satisfactory financial or credit reference and one other satisfactory written reference.
- ii a **Tenancy Deposit** equal to at least one month's **Rent** which must be held in accordance with the requirements set out in the Housing Act 2004 and any subsequent or superseding legislation.

- d ensure that a detailed inventory of the contents and condition of the **Property** is prepared and signed by the **Insured** (or the **Agent**) and the **Residential Tenant**.

- e check the inventory against the contents and condition of the **Property** while the **Residential Tenant** is there at the time the **Residential Tenant** leaves the **Property**. If the **Residential Tenant** leaves without warning, the **Insured** (or the **Agent**) must check the inventory as soon as the **Insured** (or the **Agent**) finds out the **Residential Tenant** has left.

- f contact, or make arrangements for the **Agent** to contact, the **Residential Tenant(s)** if the **Rent** has not been paid:

- i within 7 days to find out why the **Rent** has not been paid and to request immediate payment; and
- ii after 14 days to demand payment of the **Rent** and to advise the **Residential Tenant** that he or she risks losing the tenancy of the **Property** if the **Rent** continues to be unpaid; and
- iii after 21 days to tell the **Residential Tenant** that legal action will be taken against him or her unless the **Rent** arrears are paid within the next 7 days.

- g ensure that the **Insured**, **Agent** or **Legal Representative** tells the **Insurer** immediately the **Residential Tenant** makes a payment, or part payment of **Rent**, into court or any offer to settle the dispute.

- h prepare, or arrange for the **Agent** to prepare, a detailed inventory of the contents and condition of the **Property**, including a schedule of any damage, immediately **Vacant Possession** is obtained.

## Exclusions

In addition to the General Exclusions of this **Policy** the following also apply to this **Section**:

- 1** In respect of Event 1 – Employment there is no cover for:
  - a** an **Excess** of £500 in respect of each **Claim**.
  - b** any **Claim** arising as a result of the **Insured's** failure to consult with and then follow with due diligence the advice and procedures provided by the **Lawphone Legal Helpline** before making any significant variation to an **Employee's** contract or taking any action which leads to the giving of a formal warning to, or the dismissal of, an **Employee**.
  - c** any dispute with an **Employee** who was subject to either a written or verbal warning (formal or informal) in the 6 months immediately preceding the first **Period of Insurance**.
  - d** any breach or alleged breach of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.
  - e** any dispute based upon, arising from or in consequence of any industrial dispute, industrial or labour arbitration or collective bargaining agreements.
  - f** any dispute to do with sub-contracting or contracts for services with anyone who is self-employed.
- 2** In respect of Event 2 – Taxation Proceedings there is no cover for:
  - a** an **Excess** of £500 in respect of each **Claim**.
  - b** the technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction with the **Insured's** tax affairs.
  - c** the preparation of accounts or self assessment returns.
  - d** **Taxation Proceedings** which arise out of deliberate or reckless or careless misstatements by the **Insured** in returns or submissions made to the relevant authorities.
  - e** **Taxation Proceedings** which arise out of a failure to make accurate, truthful and up to date submissions of returns.
  - f** **Taxation Proceedings** which arise out of a failure to observe statutory time limits or requirements.
  - g** **Taxation Proceedings** which arise solely from an investigation of earlier accounts or records.
  - h** the defence of any criminal prosecution.
- i** any matter handled by the National Investigation Service of HM Revenue & Customs or an enquiry by HM Revenue & Customs under S60 VAT Act 1994.
- j** any matter handled by the Special Compliance Office of HM Revenue & Customs or the Special Investigations Section of HM Revenue & Customs.
- k** any Aspect enquiry by HM Revenue & Customs.
- l** any IR 35 enquiry by HM Revenue & Customs.
- 3** in respect of Event 3 - Criminal Prosecution Defence there is no cover for:
  - a** an **Excess** of £100 in respect of each **claim**.
  - b** criminal proceedings being brought against the **Insured Person** for:
    - i** fraud, theft, money laundering or other dishonesty.
    - ii** offences against another person, including offences of a sexual nature.
    - iii** the manufacture, distribution or use of alcohol, drugs, indecent or obscene materials.
    - iv** owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.
    - v** **Taxation Proceedings**.
    - vi** pollution.
  - c** any costs awarded against the **Insured Person** by a court of criminal jurisdiction.
- 4** In respect of Event 4 – Damage to Premises there is no cover for:
  - a** an **Excess** of £100 in respect of each **Claim**.
  - b** any dispute arising from the actual or alleged performance of, or failure to perform, in whole or in part, an actual or alleged **Contract** between the **Insured** and a third party.
  - c** any dispute relating to mining or other subsidence or heave.
  - d** any dispute relating to rent or service charges, tax, planning or building regulations or decisions.
  - e** any dispute relating to the renewal of a lease or **Tenancy Agreement**.
  - f** any dispute over the freehold or leasehold or commonhold or title of the **Premises**.
  - g** **Adjudication**.



- h** any dispute with Government or local authority departments concerning the imposition of rates or other local taxes.
- i** any dispute relating to the ownership, possession, hiring or use of aircraft, watercraft, motor vehicles, trailers or caravans.
- 5** In respect of Event 5 – Data Protection there is no cover for:
- a** an **Excess** of £100 in respect of each **Claim**.
- b** any dispute or legal proceeding which relates to the prosecution of the **Insured** in respect of any actual or alleged fraud or theft.
- c** any dispute or legal proceeding which arises from a failure to register as a Data Controller.
- d** any dispute or legal proceeding which arises from a failure to comply with any legislative requirement concerning the processing of Sensitive Personal Data.
- 6** In respect of Event 6 – Commercial Tenancy Agreement there is no cover for:
- a** an **Excess** of £100 in respect of each **Claim**.
- b** any dispute relating to rent or service charges, tax, planning or building regulations or decisions.
- c** any dispute relating to the renewal of a lease or **Tenancy Agreement**.
- d** any dispute over the freehold or leasehold or commonhold or title of the **Premises**.
- e** **Adjudication**.
- f** any dispute with Government or local authority departments concerning the imposition of rates or other local taxes.
- 7** In respect of Event 7 – Licence Protection there is no cover for:
- a** an **Excess** of £500 in respect of each **Claim**.
- b** any hearing arising out of a commercial decision by the **Insured**.
- c** the first application for, or the renewal of, the **Insured's** licence
- d** any licence hearing relating to in whole or in part:
- i** owning, driving or using a motor vehicle
  - ii** to drug offences
  - iii** under age drinking; or
  - iv** allegations of sexual or indecent activities.
- 8** In respect of Event 8 – Personal Injury there is no cover for disputes between the **Insured** and the **Insured Person**.
- 9** In respect of Event 10 – Contract there is no cover for:
- a** an **Excess** of £500 in respect of each **Claim**
- b** any dispute which occurs within the first three months of the start of the first **Period of Insurance**. This will not apply if the **Insured** had cover which is equivalent to that provided under this **Policy Section** under another legal expenses policy up to the start of the first **Period of Insurance**.
- c** the recovery of money and interest due from another party other than a dispute where the other party has indicated an intention to defend the **Claim** and that party has a realistic chance of defending the **Claim**.
- d** the pursuit or defence of any **Claim** brought by or against the **Insured** caused by or arising from or in relation to professional services, advice or specification given by the **Insured** or on the **Insured's** behalf.
- e** any dispute arising from or as a consequence of any breach or alleged breach of professional duty or any error or omission in any advice given by the **Insured** or on the **Insured's** behalf.
- f** any dispute where a **Claim** is brought against the **Insured** caused by or arising from the provision of goods or services relating to the construction, alteration or repair of any building, or part of that building, or structure.
- g** any dispute relating to computer hardware, software, systems or services.
- h** any arbitration unless wholly in accordance with the Arbitration Act 1996.
- i** **Adjudication**.
- j** any dispute in respect of tenancy, assignment, bailment, bills of exchange, credit and securities or guarantee.
- k** any dispute relating to a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
- l** any dispute relating to the legal right of the **Insured** to own, occupy or use any land or building or any benefit or alleged benefit attaching to the land.
- m** any dispute relating to the ownership, possession, hiring or use of motor vehicles.

**n** any dispute arising out of the amount payable under an insurance policy.

**10** In respect of Event 11 – Residential Lettings there is no cover for:

- a** an **Excess** of £100 in respect of each **Claim**.
- b** any **Claim** where the amount in dispute is less than £250 at any time.
- c** any dispute which happens within 3 months of the start of this policy unless the **Residential Letting Tenancy Agreement** began after this **Policy Section** started.
- d** any **Claim** arising out of a **Contract** the **Insured** has with any person or organisation other than the **Residential Tenant**.
- e** any **Claim** that the **Insured** fails to notify to the **Insurer** within 2 months of the first occurrence of any cause, event or circumstance that gives rise to the **Claim**.
- f** any **Claim** if there is more than one **Residential Tenant** in the **Property** and the **Residential Tenants** are not held equally and jointly responsible for keeping to the terms of the **Residential Letting Tenancy Agreement**.
- g** Any **Claim** for disputes that arise because the **Insured** has not complied with statutory legislation and other legal requirements relating to the letting of the **Property**.
- h** Any **Claim** where the **Insured** has failed to follow the Special Conditions that apply to Cover Event 11 – Residential Lettings
- i** Any **Claim** for disputes arising out of any application to, or decision of, any rent tribunal, land tribunal or rent assessment committee.

In respect of all Events there is no cover for:

**11** **Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance** incurred without the **Insurer's** written Consent following acceptance of a **claim**.

**12** Any **Claim** which does not arise from or relate to the **Business**, other than a **Claim** in respect of **Jury Service Allowance**.

**13** Any **Claim** in respect of which the **Insured Person** is, or but for the existence of this **Section** would be, entitled to an indemnity or contribution under any other policy or certificate of insurance except for any excess beyond the amount which would have been covered under such other policy or certificate of insurance.

**14** Any **Claim** in respect of which the **Insured Person** is entitled to an indemnity or contribution under any other **Section** of this **Policy**.

**15** Any **Claim** in respect of which the **Insured Person** is entitled to Legal Aid.

**16** Any cause, event or circumstance occurring prior to or existing at the inception or on or after the renewal of this **Section** and which the **Insured Person** knew, or ought reasonably to have known, may give rise to a **Claim** by or against the **Insured Person**.

**17** Any **Claim** that the **Insured** fails to notify to the **Insurer** within 6 months of the first occurrence of any cause, event or circumstance that gives rise to the **Claim**, except under Event 11 Residential Lettings where no cover will be given in respect of any **Claim** that the **Insured** fails to notify to the **Insurer** within 2 months of the first occurrence of any cause, event or circumstance that gives rise to the **Claim**.

**18** Any **Claim** arising out of a deliberate, conscious, intentional or reckless act by the **Insured Person** or where the **Insured Person** has shown wilful disregard for the need to take all reasonable steps to avoid, prevent and limit any such **Claim**.

**19** Any **Claim** made, brought or commenced outside of the **Territorial Limits**.

**20** Any **Claim** where in the **Insurer's** opinion there are no **Reasonable Prospects of a Satisfactory Outcome**.

**21** Fines or other penalties imposed by a court, tribunal or regulator.

**22** Any dispute between the **Insured Person** and the **Insurer**.

**23** Any dispute between the **Insured Person** and the **Legal Representative** in respect of a **Claim** under this **Section**.

**24** Any **Claim** relating to damage to goods in transit or goods lent or hired to third parties or goods at premises other than the **Premises**.

**25** Any **Claim** arising from or relating to the operation of a franchise or distribution agreement.

**26** Any **Claim** arising from or relating to a shareholding agreement or a partnership agreement or a trust.

**27** Any **Claim** arising as a result of an allegation of libel or slander.

**28** Any **Claim** relating to patents, copyrights, trademarks, merchandise marks, registered designs or other intellectual property, breach of secrecy or confidentiality, restrictive covenants or a passing off action.

- 29** Any **Claim** arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.
- 30** Any **Claim** relating to any non-contracting party right to enforce all or any part of this **Section**. The Contracts (Rights of Third Parties) Act 1999 does not apply to this **Section**.
- 31** Defending the **Insured Person** in any legal proceedings arising from:
- a** bodily injury, illness, disease or death, or
  - b** loss, destruction or damage to property, or
  - c** alleged or actual breach of any duty owed as a director or officer of the **Insured**.
- 32** Any VAT attaching to **Legal Expenses** incurred with the **Insurer's** consent which is recoverable by the **Insured Person** from elsewhere.

## Conditions

In addition to the General Conditions of this **Policy** the following also apply to this **Section**:

### A. General Conditions

#### 1. Change of Risk

It is a condition precedent to the liability of the **Insurer** to provide Cover under this **Policy** that the **Insured** must notify the **Insurer** in writing of any alteration during the **Period of Insurance** which would materially affect the **Insurer's** assessment of the risk and that part of this insurance affected shall cease to be in force unless such alteration is agreed in writing by the **Insurer**.

Upon notification of any alteration the **Insurer** may alter the premium and the **Insured** will pay an additional premium to, or receive a refund of premium from, the **Insurer** as the case may be.

#### 2. Arbitration

Any dispute between the **Insured Person** and the **Insurer** concerning this **Section** shall be referred to a single arbitrator who will be either a solicitor or barrister agreed upon by the parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Chairman of the Bar Council or appropriate professional body within the **Territorial Limits**.

All the costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against one party the arbitrator will have the power to apportion costs. If the decision is made in the **Insurer's** favour, the **Insured Person's** costs will not be recoverable under this **Section**.

The decision will be final and binding upon both the **Insured Person** and the **Insurer** and cannot be the subject of an appeal.

#### 3. Maintenance of Records

It is a condition precedent to the **Insurer's** liability to provide Cover under this **Section** that the **Insured** has kept and maintained reasonable books and records. Where the **Insured** is a corporate organisation such books and records must have been kept in accordance with the Companies Acts.

#### 4. Disclosure of the Existence of this Section

The **Insured Person** or the **Legal Representative** must not reveal the existence of this **Section** unless the **Insurer** has given written consent or is ordered to do so by a court.

#### 5. Assignment

This **Section** may not be assigned by the **Insured Person** or by the **Insured Person's** executors or administrators.

### B. Claims Process Conditions

#### 1. Notification of Claim

It is a condition precedent to the **Insurer's** liability to provide Cover under this **Section** that the **Insurer** is notified in writing by the **Insured Person** by the completion of a claim form immediately the **Insured Person** is, or should have been, aware of any cause, event or circumstance which has given or may give rise to a **Claim** involving the **Insured Person**.

If the **Insured Person** fails to notify the **Insurer** within 6 months of the first occurrence of such cause, event or circumstance any **Claim** arising from that cause, event or circumstance will not be accepted.

When such a notification has been given, the **Insurer** agrees to treat any subsequent **Claim** in respect of the cause, event or circumstance notified as though the **Claim** had been made, brought or commenced during the **Period of Insurance**.

#### Important procedure for Employment Disputes

If a Claim Form (ET1) is received from an Employment Tribunal the **Insured** must immediately complete a claim form and forward it to the **Insurer**, to arrive no later than 7 days after receipt of the Claim Form (ET1). Response Form (ET3), which should be left blank, must also be sent.

## 2. Consent

It is a condition precedent to the **Insurer's** liability to provide cover under this **Section** that consent to accept a **Claim** and:

- a incur **Legal Expenses**; and
- b pay **Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance** or **Witness Attendance Allowance**

must first be obtained in writing from the **Insurer** ("Consent"). Consent will be given if the **Insured Person** can satisfy the **Insurer** that:

- a there are **Reasonable Prospects of a Satisfactory Outcome**, and
- b in a particular case, it is reasonable for **Legal Expenses** to be incurred and/or a **Claim** in respect of **Awards of Compensation, Jury Service Allowance** or **Witness Attendance Allowance** to be accepted under this **Section**

In reaching a decision on whether or not to give Consent the **Insurer** will seek the opinion of the **Legal Representative**.

If the **Insurer** and the **Legal Representative** are unable to agree on whether **Reasonable Prospects of a Satisfactory Outcome** exist, the **Insurer** will seek the opinion of any other legally qualified advisor or other expert appropriate to the **Claim** the **Insurer** feels it is necessary to consult in order to make their decision.

In all cases the **Insured Person** will be advised in writing of the granting or refusal of Consent.

## 3 Dealing with the Claim

If the **Insurer** grants Consent a **Legal Representative** will be instructed and will then act in accordance with Claims Process Condition 8.

The **Insurer** may withdraw Consent previously given at any time if facts become known which would mean that a particular **Claim** would not have been accepted under the terms of this **Section** or if there are no longer **Reasonable Prospects of a Satisfactory Outcome**. Provided there has been full compliance with the **Section** terms the **Insurer** agrees to indemnify the **Insured Person** in respect of **Legal Expenses** incurred up to the date when the **Insurer** notified the **Insured Person** that Consent had been withdrawn.

If the **Insured Person** decides to proceed with the pursuit or defence of a **Claim** to which the **Insurer** has refused to give Consent and is subsequently successful the **Insurer** will pay **Legal Expenses** as if the **Insurer** had given Consent at the outset.

## 4. Duty of the Insured Person to Minimise Claims

In respect of any **Claim** for which Consent has been granted under the **Section** the **Insured Person** must use best endeavours and take all reasonable measures to minimise the cost and effect of any **Claim** under this **Section**.

If the **Insured Person** fails to comply with this requirement then the **Insurer** will have the right to adjust the **Insurer's** liability under this **Section** to the extent that a **Claim** would have cost the **Insurer** had the **Insured Person** complied.

## 5. The Insurer's Right to Settle Claim

The **Insurer** shall have the right to take over and conduct in the name of the **Insured Person** any **Claim** at any time and can settle any **Claim** on behalf of the **Insured Person** on such terms as the **Insurer** deems appropriate.

## 6. Insolvency of the Insured Person

If during the course of any **Claim** to which the **Insurer** has given support, the **Insurer** has the right to withdraw that support immediately if the **Insured Person**:

- a becomes insolvent (or commits an act of insolvency or bankruptcy), or
- b enters into liquidation, or
- c makes an arrangement with creditors, or
- d enters into a deed of arrangement, or
- e has part or all of their affairs assets or property placed in the care or control of a receiver or a liquidator, or
- f has an administration order over their affairs assets or property.

## 7. Appeal Procedure

If following legal proceedings to which the **Insurer** has given Consent, the **Insured Person** wishes to appeal against the judgment or decision of a court or tribunal, the grounds of such appeal must be submitted to the **Insurer** in good time and by secure means so that the **Insurer** may consider whether there are **Reasonable Prospects of a Satisfactory Outcome** in respect of the appeal and if so whether to Consent to such further action. The **Insurer** will inform the **Insured Person** and the **Legal Representative** of their decision.

If the **Insurer** requires it, the **Insured Person** will co-operate fully in an appeal against the judgment or decision of a court or tribunal.

## 8. Legal Proceedings

### a Freedom to choose a Legal Representative

For any **claim** where the **Insurer** may be liable to pay **Awards of Compensation** under Event 1 Employment, or **Data Protection Compensation Awards** under Event 5 Data Protection, the **Insurer** will choose the **Legal Representative**.

For any other **claim** the **Insurer** will choose the **Legal Representative** at any time before the **Insurer** agrees that legal proceedings need to be issued or defended. The **Insured Person** can only choose a **Legal Representative** if the **Insurer** agrees that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the **Legal Representative** originally chosen by the **Insurer** cannot act for the **Insured Person**. The **Insured Person** must send the name and address of the **Insured Person's** chosen **Legal Representative** to the **Insurer**. If the **Insurer** agrees to appoint a **Legal Representative** that the **Insured Person** chooses, that **Legal Representative** will be appointed on the same terms as the **Insurer** would have appointed its chosen **Legal Representative**.

In respect of any **claim** for which the **Insurer** has granted Consent, the **Legal Representative** will be appointed in the name of and on behalf of the **Insured Person** to act for the **Insured Person** in accordance with the terms of this **Section**.

In agreeing to the selection of a **Legal Representative** the **Insured Person** will comply with Claims Process Condition 4.

The **Insurer's** liability to provide Cover under this **Section** will cease immediately with no liability to indemnify the **Insured Person** in any respect unless in its absolute discretion the **Insurer** agrees to another **Legal Representative** being appointed to continue acting for the **Insured Person** under the terms of this **Section**, if:

- i due to any unreasonable conduct or failure to act by the **Insured Person**, the **Legal Representative** reasonably refuses to continue acting for the **Insured Person**, or
- ii the **Insured Person** unreasonably dismisses the **Legal Representative** without the **Insurer's** agreement.

### b Disclosures to the Legal Representative

It is a condition precedent to the **Insurer's** liability to provide cover under this **Section** that the **Insured Person** must give

the **Legal Representative** all possible help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **Insured Person's** possession. The **Insured Person** must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.

### c Access to Information

The **Insurer** is entitled to receive from the **Legal Representative** any information, document or advice in connection with any **Claim**, even if privileged. On request the **Insured Person** will give to the **Legal Representative** any instructions necessary to secure the required access.

### d Obligations of the Insured Person and Legal Representative in relation to any Claim.

It is a condition precedent to the **Insurer's** liability to provide Cover under this **Section** that:

- i The **Insured Person** and on their behalf the **Legal Representative** immediately notify the **Insurer** in writing of any information as soon as it is received which may affect the **Insurer's** opinion on the **Reasonable Prospects of a Satisfactory Outcome** of the **Claim**.
- ii The **Insured Person** and on their behalf the **Legal Representative** will inform the **Insurer** in writing as soon as any offer to settle a claim is received or made or an offer of payment into Court is received. The **Insured Person** or the **Legal Representative** will under no circumstances enter into any agreement to settle without the **Insurer's** prior written consent. If, in the **Insurer's** opinion, the **Insured Person** unreasonably withholds agreement to settle, Cover under this **Section** will cease immediately. The **Insurer** agrees to indemnify the **Insured Person** in respect of **Legal Expenses** incurred up to the date when Cover ceased.
- iii The **Insured Person** and on their behalf the **Legal Representative** will report in writing the result of the **Claim** to the **Insurer** when it is finished.

### e Payment of Legal Representative's Bills

All bills relating to any **Claim** the **Insured Person** receives from the **Legal Representative** should be forwarded to the **Insurer** without delay. If the **Insurer** requires the **Insured Person** must ask the **Legal Representative** to submit the bill of costs for assessment by the appropriate Law Society or court.

The **Insured Person** is responsible for the payment of all **Legal Expenses**. The **Insurer** may settle these direct if requested by the **Insured Person** to do so.

The payment of some **Legal Expenses** does not imply that all **Legal Expenses** will be paid.

The **Insured Person** must not, without the **Insurer's** written consent, enter into any agreement with the **Legal Representative** as to the basis of calculation of **Legal Expenses**.

**f Instruction of Counsel**

If, during the course of any **Claim** (other than where Claims Process Condition 2 applies), the **Insured Person** or the **Legal Representative** considers it necessary and wishes to instruct counsel, counsel's name must first be submitted to the **Insurer** for Consent to the proposed instruction. Failure to do so will result in the **Insurer** not paying counsel's fees incurred prior to the **Insurer's** approval.

**g Conduct of the Claim**

It is a condition precedent to the **Insurer's** continuing liability to provide Cover under this **Section** that the **Insured Person**:

- i** does not withdraw from a **Claim** without the **Insurer's** agreement;
- ii** co-operates fully with the **Legal Representative** or the **Insurer** in the conduct of the **Claim**;
- iii** follows the advice of the **Legal Representative**.

If the **Insured Person** fails to comply with either **i**, **ii** or **iii** then the **Insurer's** liability to provide Cover under this **Section** will cease immediately and the **Insurer** will not be responsible for the payment of **Legal Expenses** and will be entitled to reimbursement of all **Legal Expenses** already paid or incurred.

**h Award of Costs**

Where the **Insured Person** is awarded costs, it is a condition precedent to the **Insurer's** liability to provide Cover under this **Section** that the **Insured Person** and the **Legal Representative** must take every reasonable step to recover

**Legal Expenses** which would be or have been subject to payment under this **Section**. All such recoveries will be taken into account when calculating the **Insurer's** liability under this **Section**.

**i Alternative Dispute Resolution**

When, in the **Insurer's** opinion, alternative dispute resolution would appear to provide a more effective method of resolving any **Claim**, the **Insurer** may request that the **Insured Person** agrees to submit such **Claim** to a professional dispute resolution service, to be selected by the **Insurer**.

In considering alternative dispute resolution the **Insured Person** will comply with Claims Process Condition 4 and will not therefore unreasonably withhold Consent.

## Communications

All notices and communications from the **Insurer** or the **Insurer's** representatives to the **Insured Person** will be deemed to have been duly sent if sent to the **Insured Person's** last known address; or, in relation to any matters arising out of any **Claim**, if sent to the **Legal Representative**.

All notices and communication from the **Insured Person** to the **Insurer** should be sent to:

Allianz Legal Protection  
 2530 The Quadrant  
 Aztec West  
 Almondsbury  
 Bristol  
 BS32 4AW  
 United Kingdom

Phone: 0370 243 4340



# Terrorism Section

## Definitions

### Act of Terrorism

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**.

### Consequential Loss

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**.

### Damage

Loss or destruction of or damage to **Property Insured**.

### Data

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

### Denial of Service Attack

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

### Event

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

## General Cover Policy

**a** This **Policy**

or

**b** where the Cover by this **Policy** is limited to the **Terrorism Insurance Section** only, the policy or policies specified in the **Terrorism Section** of the **Schedule** to this **Policy**.

## Hacking

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

## Nuclear Installation

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

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

## Nuclear Reactor

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

## Phishing

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

## Property/Property Insured

Property as detailed in the **Schedule** to any **General Cover Policy** but excluding

- 1** property insured under a
  - a** Marine, Aviation or Transit policy
  - b** Motor Insurance policy (other than Motor Trade policy)
  - c** Road Risks Section of a Motor Trade policy
  - d** reinsurance policy or agreement
  - e** Bankers Blanket Bond
 whether such policy or agreement includes cover for an Act of Terrorism or not

- 2 any land or building which is insured in the name of an individual and is occupied as a private residence or any part thereof which is so occupied, unless the building is used for both commercial and residential purposes and:
- a both commercial and residential portions are insured under the same policy, and
  - b the square footage of the commercially occupied portion of the building exceeds 20% of the total square footage of the building.

### Note:

Trustees that hold blocks of flats and/or private dwelling houses under a trust or a person who owns blocks of flats and/or private dwelling houses in the business of a sole trader are not deemed to be individuals, except that where the property is a private dwelling house or a self-contained unit insured as part of a block of units and is occupied as a private residence by any of the trustees or any beneficiary of the trust or by the sole trader, it will be deemed to be insured in the name of an individual

- 3 any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**

### Territorial Limits

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

**Note 1** This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

**Note 2** For the avoidance of doubt, this excludes Northern Ireland, the Isle of Man and the Channel Islands.

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems, Data** or operations, whether involving self-replication or not. The definition of **Virus or Similar Mechanism** includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## Cover

The Insurer will pay the Insured for

a **Damage**, or

b **Consequential Loss**

occasioned by or happening through or in consequence of an **Act of Terrorism** within the **Territorial Limits**.

Provided always that the insurance by this **Section**:

a is not subject to the General Exclusions of the **General Cover Policy**.

b is subject otherwise to all the terms and conditions of the **General Cover Policy** except where expressly varied within this **Section**.

c is subject to a maximum **Period of Insurance** of 12 months from the Effective Date or any subsequent Renewal Date of this **Policy**. Any subsequent period of cover of 12 months, or part thereof, provided by this **Section** is deemed to constitute a separate **Period of Insurance**, provided that

i no subsequent **Period of Insurance** by this **Section** shall extend beyond the next Renewal Date of this **Policy**.

ii the renewal premium due in respect of this **Section** has been received by **the Insurer**.

d is not subject to any Long Term Undertaking applying to the **General Cover Policy**.

e is not subject to any terms in the **General Cover Policy** which provide for adjustments of premium.

## Basis of Settlement

As described in and subject to the terms, definitions, provisions, exclusions and conditions of any **General Cover Policy** in respect of **Damage** or **Consequential Loss**.

The most **the Insurer** will pay for any one **Event** is:

a the **Total Sum Insured**, or

b for each item its individual **Sum Insured**, or

c any other limit of liability

in the **General Cover Policy**, whichever is the less, except where the liability of **the Insurer** exceeds the **Total Sum Insured**, or for each item its individual **Sum Insured**, or any other limit of liability in the **General Cover Policy**, where such excess is solely in respect of any Cover Extension as provided for in the **General Cover Policy**.

## Section Exclusions

The Insurer will not pay for:

### 1 Digital and Cyber Risk Exclusion

any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

- a damage to or the destruction of any **Computer System** or
- b any alteration, modification, distortion, erasure or corruption of **Data** in each case whether the 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** or **Hacking** or **Phishing** or **Denial of Service Attack**.

Provided that this Exclusion 1. will not apply to **Damage** or **Consequential Loss** solely to the extent that such **Damage** or **Consequential Loss**:

- i results directly (or, solely as regards (ii) (c) 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:
  - a the cost of reinstatement, replacement or repair in respect of damage to or destruction of **Property** insured by **the Insured**; or
  - b the amount of business interruption loss suffered directly by **the Insured** itself 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 by **the Insured** or as a direct result of denial, prevention or hindrance of access to or use of the **Property** insured by **the Insured** by reason of an **Act of Terrorism** causing damage to other **Property** within one mile of the **Property** insured by **the Insured** to which access is affected; or
  - c the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by **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 defacto government of any nation, country or state.
- iv The meaning of **Property** for the purposes of this proviso shall (additionally to those exclusions in the definition of **Property**) exclude:
  - a any money (including **Money** as defined elsewhere in the **General Cover Policy**), 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**.
- 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) above from being recoverable under this **Section**. 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 **Section**.
- vi For the avoidance of doubt, the burden of proof shall be on **the Insured** to prove or establish all the matters referred to in sub-paragraphs (i) to (ii) above.

### 2 Riot, Civil Commotion and War

any losses whatsoever 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.

### 3 Territorial Limits

any losses whatsoever arising directly or indirectly from any cover or extension of **Premises** provided by the **General Cover Policy** to locations outside the **Territorial Limits**.

## 4 Private Residences

any loss whatsoever or any expenditure resulting or arising therefrom or any **Consequential Loss** directly or indirectly relating to a private residence property when insured in the name of a private individual caused by or contributed to by or arising from:

- a** the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- b** ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
- c** chemical and/or biological and/or radiological irritants contaminants or pollutants.

## Section Conditions

### 1 Burden of Proof

In any action suit or other proceedings where **the Insurer** alleges that any damage or loss resulting from damage is not covered by the **Terrorism Section**, the burden of proving that such damage or loss is covered shall be upon **the Insured**.

# Computer Section

## Definitions

### Accident

- A.** Loss of or damage to Property Insured under Cover One or Two A of this Section
- B.** The failure of any telecommunications system used in connection with the Property Insured caused by accidental physical damage occurring within the United Kingdom
- C.** The accidental failure or fluctuation of the supply of electricity to the Property Insured
- D.** Denial of access to or use of the Property Insured by the Insured due to
  - i** loss of or damage to other property at or in the vicinity of the Premises shown in the Schedule or
  - ii** the exercise by any public or Police authority of its powers for the sole purpose of safeguarding life or property
- E.** Corruption.

### Anti-Virus Software

A software program which is activated to protect the Property Insured and which

- A.** updates Virus or Similar Mechanism definitions no less frequently than once every seven days
- B.** scans as a minimum
  - i** all data downloaded to or received by the Property Insured including CD-ROMs floppy discs the Internet e-mails and attachments or any peripheral device
  - ii** the Property Insured no less frequently than once every seven days.

### Auxiliary Equipment

Auxiliary equipment solely for use with Computer Equipment comprising temperature and environmental control equipment power supply voltage regulation and protective devices Auxiliary Equipment is limited to property belonging to the Insured or leased hired rented or licensed or on Deferred Purchase to the Insured.

### Breakdown

The actual breaking or failure of any part of the item while in use causing stoppage of its function and necessitating immediate repair or replacement of the item before it can resume normal working arising from

- A.** a mechanical or electrical defect in the item
- B.** an occurrence external to the item (other than damage resulting from impact) which causes or results in mechanical or electrical failure of the item.

### Computer Equipment

Installed Computer Equipment and Portable Computer Equipment.

### Computer Media

- A.** data carrying materials of all types (other than paper records)
  - B.** software programs or data (other than paper licence agreements)
  - C.** licence agreements which are protected by a hardware key disk dongle or other physical encryption device used to prevent unauthorised copying sharing or other actions unacceptable to the manufacturer or vendor of the software programs or data
- Computer Media is limited to property belonging to the Insured or leased hired rented or licensed or on Deferred Purchase to the Insured.

### Corruption

Loss distortion corruption or erasure of software programs or data forming part of Computer Media.

### Deferred Purchase

An agreement which the Insured enters into which entitles the Insured to defer payment for Property Insured for a period in excess of usual trade credit.

### Firewall

Hardware software and procedures used to block and permit data traffic between the Property Insured and other IT equipment and networks as the Information Security Policy dictates.

### Hacking

Unauthorised access to any computer or other equipment or component or system or item whether part of the Property Insured or not which processes stores transmits or retrieves data.

### Information Security Policy

A formal written policy that is reviewed and updated in accordance with an ongoing and business embedded risk assessment process and which sets out the Insureds approach to managing information including but not limited to:

- A.** authorisation rights access control and the use of passwords
- B.** the proper use of computers and data including the use of e-mail and equipment excluding equipment controlling any manufacturing process
- C.** action needed in the event of a breach of security
- D.** disciplinary procedures for non compliance.

## Installed Computer Equipment

Mainframes servers personal computers and other installed equipment used for the electronic processing communication and storage of data including

- A. fixed discs interconnecting wiring and telecommunications equipment
- B. printers scanners and other peripheral computer equipment excluding equipment controlling any manufacturing process.

Installed Computer Equipment is limited to property belonging to the Insured or leased hired rented or licensed or on Deferred Purchase to the Insured.

## Indemnity Period

The period during which the additional expenditure or Financial Loss is incurred beginning immediately following an Accident and continuing for a period no longer than the Indemnity Period shown in the Schedule.

## Premises

The premises stated in the Schedule.

## Property Insured

Computer Equipment Computer Media and Auxiliary Equipment.

## Loss of Interest

Interest that the Insured

- A. would have earned on money that would have been received and/or
- B. would not have been incurred had the Accident not occurred.

## Maintenance Agreement

A maintenance rental hire or lease agreement providing at an inclusive cost on-call remedial maintenance with free repair or replacement in the event of Breakdown arising out of normal use.

## Portable Computer Equipment

Equipment used for the electronic processing communication and storage of data that is designed to be carried on or by a person consisting of

- A. laptops palmtops notebooks and tablet personal computers
- B. personal digital assistants and smartphones
- C. removable vehicle satellite navigation systems and digital cameras
- D. printers projectors broadband modems and other devices which connect to other Portable Computer Equipment but excluding mobile devices where the sole or primary function of the item is to make send and receive telephone calls and SMS messages.

Portable Computer Equipment is limited to property belonging to the Insured or leased hired rented or licensed or on Deferred Purchase to the Insured.

## 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. This includes but is not limited to viruses trojan horses worms and logic bombs.

## Cover

### Cover One

#### Option A – All Risks including Breakdown

Loss of or damage to Computer Equipment or Auxiliary Equipment occurring during the Period of Insurance while at any Premises shown in the Schedule within the United Kingdom.

#### Option B – Breakdown

Damage to Computer Equipment or Auxiliary Equipment while at any Premises shown in the Schedule within the Territorial Limits caused by Breakdown.

### Cover Two – Computer Media

- A. Loss of or damage to data carrying materials
- B. The cost necessarily and reasonably incurred by the Insured in
  - i recompilation of data or software programs from other records including with the prior consent of the Insurer the cost of employing a specialist company or consultant to assist in the recovery of data
  - ii repurchase of proprietary software following Corruption occurring during the Period of Insurance anywhere in the world.



### Cover Three – Additional Expenditure

Additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period to prevent or minimise interruption of or interference with the operations of the Business carried out by the Computer Equipment in consequence of an Accident occurring during the Period of Insurance.

### Cover Four – E Risks

#### A. Seek Destroy and Prevent

The cost necessarily and reasonably incurred by the Insured in

- i locating and removing a Virus or Similar Mechanism contained in any insured host program or executable disk segment within the Computer Equipment or contained in Computer Media solely to avoid or minimise Corruption
- ii employing professional consultants to recommend potential improvements to avoid a similar occurrence of Virus or Similar Mechanism or Hacking
- iii re-working any data projects to incorporate improvements in the protection of data recommended under ii. above

Provided that:

1. the Insured became aware of the presence of the Virus or Similar Mechanism during the Period of Insurance
2. the Insurer has agreed to the actions being taken.

#### B. Malicious Code or Attack

The cost necessarily and reasonably incurred by the Insured

- i in recompilation of data or software programs from other records including with the Insurers prior consent the cost of employing a specialist company or consultant to assist in the recovery of data
- ii in repurchase of proprietary software
- iii in respect of any additional expenditure during the Indemnity Period to prevent or minimise interruption of or interference with the operations of the Business carried out by the Computer Equipment

in consequence of Corruption occurring during the Period of Insurance anywhere in the world caused by or resulting from

1. Virus or Similar Mechanism
2. Hacking.

Provided that Cover One, Two and Three are shown as operative.

## Limit of Liability

The liability of the Insurers under this Section shall not exceed

### Cover One, Cover Two and Cover Three

the Limits of Liability shown in the Schedule in connection with the cost arising from any one Accident or occurrence of loss or damage.

Provided that the Insurers liability for damage to Computer Equipment and Auxiliary Equipment which is not subject to a Maintenance Agreement caused by its own Breakdown or derangement arising from a single cause is limited to the lesser of £10,000 or the Limit of Liability shown in the Schedule.

### Cover Four

- A. £5,000
- B. during any one Period of Insurance the lesser of
  - i £100,000 or
  - ii 10% of the aggregate of the Cover Two and Cover Three Limits of Liability shown in the Schedule.

### Extensions

the amounts shown in the Extensions in connection with the cost arising from any one Accident or occurrence of loss or damage or as more specifically stated in the Extension.

## Basis of Settlement

### Cover One

#### Reinstatement

- A. Replacement of any item lost or damaged beyond repair by new property of equal performance and/or capacity or if this is not possible its replacement by new property having the nearest higher performance and/or capacity to the item lost or damaged.

On request the Insurer will

- i subject to A. above replace any item lost or damaged beyond repair with an item from the same manufacturer
- ii pay the cost incurred by the Insured in replacing the item or

**B.** Repair of any item otherwise damaged.

Provided that

- 1.** reinstatement shall be carried out without delay and in the most economical manner
- 2.** where any Property Insured is damaged or lost in part only the liability of the Insurer shall not exceed the cost of reinstatement had it been wholly lost
- 3.** no payment shall be made until reinstatement has been carried out
- 4.** the amount payable shall not exceed the new replacement value of the Property Insured that has been lost or damaged
- 5.** if reinstatement is not carried out the Insurer reserves the right to pay the cost of indemnifying the Insured provided that such cost does not exceed the cost of reinstatement.

## Basis of Settlement Adjustments

In calculating the most the Insurer will pay for any occurrence adjustments shall be made in accordance with the following clauses.

### 1. Transit

This Section is extended to cover Computer Equipment and Auxiliary Equipment insured under Cover One anywhere in the world

Provided that the liability of the Insurer shall not exceed

- A.** £100,000 while in or while in transit between countries belonging to the European Union or the European Free Trade Association including the Isle of Man and the Channel Islands
- B.** £50,000 while at any other situation in the world.

### 2. Debris Removal

This Section is extended to cover the cost necessarily and reasonably incurred by the Insured in

- A.** removing debris
- B.** dismantling and/or demolishing
- C.** shoring up propping and/or protecting

following damage insured by Cover One.

Provided that

- i.** this Extension excludes cost associated with complying with The Waste Electrical and Electronic Equipment (WEEE) Regulations 2009 including any subsequent amendments and revisions
- ii.** the liability of the Insurer shall not exceed £50,000.

### 3. Expediting Cost

This Section is extended to cover the cost necessarily and reasonably incurred by the Insured with the consent of the Insurer in making temporary repairs to and/or the expediting of the repair reinstatement or replacement of the Computer Equipment and Auxiliary Equipment following loss or damage insured under Cover One.

Provided that the liability of the Insurer shall not exceed £50,000.

### 4. Investigation Cost

This Section is extended to cover the cost (including the cost of consultants fees) incurred with the prior consent of the Insurer in conducting investigations and tests in respect of possible repair or replacement options following loss or damage insured under Cover One.

### 5. Additional Equipment

This Section is extended to cover additional items of Computer Equipment or Auxiliary Equipment

- A.** belonging to the Insured or leased hired rented or licensed or on Deferred Purchase to the Insured
- B.** on loan or trial for a continuous period not exceeding three months during the Period of Insurance.

Provided that

- i.** the value of equipment covered under this Extension shall not exceed 25% (twenty five percent) of the amount shown in the Schedule under Cover One or £350,000 whichever is less
- ii.** so far as the Insured is aware the additional equipment is free from any material defect
- iii.** the value of the equipment is included in the next declaration in accordance with Condition 6 Renewal Requirement.

### 6. Recharging of Gas Reservoirs

This Section is extended to cover the cost of recharging gas reservoirs installed solely for the protection of the Property Insured following accidental discharge following loss or damage insured under Cover One.

Provided that the liability of the Insurer shall not exceed £50,000.

## 7. Damage to Security Devices

This Section is extended to cover the cost incurred in repairing or replacing

- A.** security devices solely for the physical protection of the Computer Equipment
- B.** any table desk or trolley or other working surface to which security devices have been secured lost or damaged by theft or attempted theft of Computer Equipment insured under Cover One of this Section.

Provided that the liability of the Insurer shall not exceed the lesser of

- i** £50,000 or
- ii** 10% (ten percent) of the Cover One Limit of Liability.

## 8. Additional Lease or Rental Cost

This Section is extended to cover the cost of additional lease or rental charges arising out of the replacement of a lease or rental agreement in respect of Computer Equipment by a new agreement for similar equipment in consequence of loss or damage insured under Cover One.

Provided that

- A.** the period in respect of which additional charges shall be paid shall commence immediately after the occurrence of the loss or damage and shall end not more than two years later or on expiry of the original agreement whichever is earlier and
- B.** the liability of the Insurer shall not exceed £50,000.

## 9. Security Guard Cost

This Section is extended to cover the additional cost incurred in employing temporary professional security guards following an insured loss at any Premises by theft or malicious damage (including arson) insured under Cover One of this Section.

Provided that

- A.** the agreement of the Insurer has been obtained for employment of security guards for more than four days
- B.** the Insurers are satisfied that the employment of guards is necessary solely for the protection of Property Insured
- C.** the liability of the Insurer shall not exceed £10,000.

## 10. Fire Brigade Charges

This Section is extended to cover the cost of charges arising from the activities of the Fire Brigade in dealing with the consequences of loss or damage insured under Cover One. Provided that the liability of the Insurers shall not exceed £50,000.

## 11. Waste Disposal Cost

This Section is extended to cover the cost necessarily and reasonably incurred with the consent of the Insurer in complying with The Waste Electrical and Electronic Equipment (WEEE) Regulations 2009 including any subsequent amendments and revisions following loss or damage to Computer Equipment or Auxiliary Equipment insured under Cover One.

Provided that

- A.** the Insurer is satisfied that the Insured is liable for the cost of disposal
- B.** the Insured provide a copy of the certificate evidencing disposal
- C.** the Insurers consent has been gained to dispose of the Computer Equipment or Auxiliary Equipment
- D.** the liability of the Insurer for the cost of disposal shall not exceed £25,000.

## 12. Cost of Recovery following Theft

This Section is extended to cover the cost of employing specialist investigators to aid the recovery of stolen or lost Computer Equipment that contains confidential or secret data or information following a loss insured under Cover One.

Provided that

- A.** the prior agreement of the Insurer has been obtained for employment of the specialist investigators
- B.** the Insurer is satisfied that the cost of employment of the specialist investigators is necessary and reasonable to protect the Insured against legal prosecution or commercial embarrassment that could result from the loss of confidentiality of the data or information
- C.** the liability of the Insurer shall not exceed £10,000.

## 13. Incompatibility of Computer Media

This Section is extended to cover the cost of

- A.** modification of Computer Equipment or
- B.** the replacement restoration or recompilation of Computer Media

whichever is the lesser cost to achieve compatibility in the event that loss of or damage to Computer Equipment insured under Cover One has resulted in undamaged Computer Media being unavoidably incompatible with replacement equipment.

Provided that

- i** Cover Two is insured
- ii** the liability of the Insurer shall not exceed £50,000.

#### 14. Reward following Successful Recovery

This Section is extended to cover the cost incurred by the Insured in paying

- A.** a financial reward for information that directly results in the Insurer recovering Property Insured following theft for which the Insurer has admitted liability and
- B.** the associated cost of advertising the reward following an insured loss by theft under Cover One of this Section.

Provided that the Insurer has approved the cost involved and

- i** the loss has occurred and the reward is paid within the United Kingdom
- ii** the Police are made aware of and have approved the offering of the reward and are in the course of pursuing prosecution
- iii** a receipt of the advertising cost and reward payment made is presented to the Insurer signed by the person(s) involved in arranging for the advertising and/or collecting the reward and showing their full name and address
- iv** the Insured their employees or relations of either do not benefit from any reward provided by this Extension
- v** the Insurers liability shall not exceed the lesser of 10% (ten percent) of the loss or damage or £10,000.

#### 15.Reduction of Environmental Impact

Cover for Property Insured under Cover One includes an amount for the additional cost reasonably incurred by the Insured in replacing Computer Equipment or Auxiliary Equipment lost or damaged beyond repair with alternative equipment which performs the same primary functions but reduces the environmental impact of ownership and/or use.

The additional cost incurred includes but is not limited to replacing the Computer Equipment or Auxiliary Equipment with equipment that uses

- A.** less power and/or
- B.** consumable materials more efficiently than the Computer Equipment or Auxiliary Equipment lost or damaged.

Provided that the total liability of the Insurer for loss or damage and additional cost shall not exceed the lesser of

- i** 110% (one hundred and ten percent) of the cost of replacement had the additional cost not been incurred or
- ii** the Cover One Limit of Liability shown in the Schedule.

#### 16.Research and Development Cost

This Section is extended to cover the cost of re-writing any data processing research or software development project (including the cost of recollection of data and digital images that do not exist in other records) following Corruption insured under Cover Two to the stage reached immediately prior to the occurrence of the Corruption but excluding any benefit to the Insured which would have been obtained from the completion of the project had the Corruption not occurred.

Provided that

- A.** the liability of the Insurer shall not exceed 20% (twenty percent) of the Cover Two Limit of Liability or £25,000 whichever is less
- B.** Condition 2 Duplicate Records and Data Security of this Section is complied with in full
- C.** solely for the purposes of this Extension Exclusion 6 Unproven Software is deleted.

#### 17.Loss of Interest

This Section is extended to cover loss of Interest during the Indemnity Period solely in consequence of the occurrence of an Accident insured under Cover Three during the Period of Insurance.

Provided that

- A.** the liability of the Insurer in respect of any one Period of Insurance shall not exceed 10% (ten percent) of the Limit of Liability shown in the Schedule under Cover Three
- B.** Loss of Interest relates solely to identifiable transactions carried out or would but for the Accident have been carried out by the Computer Equipment.

#### 18.Claims Preparation Cost (including Accountants Fees)

This Section is extended to cover the necessary and reasonable cost incurred in producing and certifying any particulars or details required by the Insurer in connection with additional expenditure and/or Financial Loss resulting from an Accident for which liability has been accepted but limited to

- A.** additional cost incurred by employees of the Insured
- B.** additional fees incurred by the usual auditors or accountants of the Insured
- C.** cost of materials used in furnishing the requirements of the Insurer.

Provided that the liability of the Insurer shall not exceed £50,000.

## 19. Avoidance of Impending Damage

This Section is extended to cover the cost incurred by the Insured in taking reasonable but exceptional measures to avoid or mitigate impending loss or damage which would have resulted in a claim under this Section.

Provided that

- A. the impending loss or damage did not arise from any defect in the Property Insured
- B. the impending loss or damage did not arise from a reasonably foreseeable cause
- C. the loss or damage would have been the natural outcome to be expected in the absence of the measures taken
- D. the Insurer are satisfied that loss or damage which would have been insured under this Section has been avoided or reduced in consequence of the measures taken
- E. the liability of the Insurer shall not exceed the cost which would have been incurred had the measures not been taken and loss or damage insured by this Section had occurred.

## 20. Payments on Account

This Section is extended to cover payments as agreed between the Insured and the Insurer in advance of final settlement of a claim under this Section where the Insurer has admitted liability.

## 21. Inadvertent Omissions

Property Insured at any Premises owned or occupied by the Insured which has inadvertently not been declared to the Insurer by the Insured.

Provided that

- A. the value of Insured Property at the Premises does not exceed £100,000
- B. the premium which should have been paid in respect of the Insured Property is calculated from the date that the declaration should have been made to the Insurer and paid by the Insured.

## Exclusions

This Section does not cover

### 1. Excess

the amount or amounts stated in the Schedule as the Excess in respect of each and every occurrence for which the Insured is indemnified by this Section.

### 2. Exclusion Period If No Maintenance Agreement

Financial Loss incurred during the first 24 hours or any greater period stated as the Time Exclusion in the Schedule following Breakdown or derangement of any item of Property Insured for which a Maintenance Agreement is not in force.

### 3. Guarantee Maintenance Agreement or Manufacturers Responsibility

loss or damage

- A. recoverable under any guarantee or Maintenance Agreement
- B. insured under Cover One and caused by or arising from a defect in Computer Equipment or Auxiliary Equipment for which a manufacturer has accepted responsibility and agreed to rectify at their expense.

Paragraph B. of this Exclusion shall not apply to other Property Insured that suffers loss or damage and which is free from the defect.

### 4. Electricity Supply

additional expenditure or Financial Loss in consequence of a failure or fluctuation of the supply of electricity directly or indirectly due to

- A. a deliberate act not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- B. a scheme of rationing not necessitated by accidental damage to the generating or supply distribution equipment
- C. the inability of the supplier to maintain the supply system due to industrial action.

## 5. Perils

loss or damage by

- A. fire howsoever caused
- B. fire extinguishing fluid
- C. explosion
- D. lightning earthquake storm tempest flood inundation water aircraft or other aerial devices or articles dropped therefrom
- E. subsidence or other ground movement or displacement
- F. theft or attempted theft
- G. riot strike lockout and civil commotion
- H. accidental damage more specifically insured elsewhere.

This Exclusion shall not apply

- i when Cover One Option A is shown in the Schedule
- ii to Cover Two or Cover Three of this Section.

## 6. Telecommunications Systems

additional expenditure or Financial Loss in consequence of a failure of any telecommunications system directly or indirectly due to

- A. the use by the Insured of equipment which is not approved by the telecommunications supplier
- B. failure of any satellite before it has obtained its full operating function or when it is in or past the final year of its design life
- C. atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
- D. the deliberate act of any telecommunications supplier to withhold or restrict operation of the system or the inability of the supplier to maintain the system due to industrial action.

## 7. Unproven Software

any cost incurred in consequence of the use by the Insured of software programs on which development has not been finalised or which has not passed all testing procedures and has not been successfully proven.

## 8. Time Limitation

additional expenditure or Financial Loss commencing more than 12 months after the date on which the Accident occurred.

## 9. Wear and Tear or Gradual Deterioration

the cost of rectification of wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation or scratching of painted or polished surfaces.

## 10. Value of Data

the value to the Insured of data stored on Insured Property.

## 11. Programming Errors or Design Defects

the cost of rectifying programming errors or design defects in software and any additional expenditure or Financial Loss in consequence of such errors or defects.

This Exclusion shall not apply to additional expenditure or Financial Loss consequent on Corruption of other software caused by programming errors or design defects in any proprietary software.

## 12. Inventory Losses and Unidentifiable Occurrence

loss of the Property Insured cost or any additional expenditure or Financial Loss in consequence of

- A. disappearance or shortage only revealed when an inventory is made or
- B. the Property Insured being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the Claims Conditions including reporting the matter to the Police.



## Exclusions (continued)

This Section does not cover

### 13. Other Consequential Loss

liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or any other form of consequential loss or damage not specifically provided for in this Section.

### 14. Property in Unattended Vehicle

loss damage cost additional expenditure or Financial Loss due to theft or attempted theft while the Property Insured is in an unattended vehicle unless

- A. the doors of the vehicle are locked and all its windows and other openings are fully closed and properly fastened
- B. the vehicle is in a locked garage or compound overnight
- C. the Property Insured is concealed from view
  - i in a locked boot or covered luggage compartment in a motor car or
  - ii in an enclosed luggage area of a van or lorry
- D. any alarm system fitted to the vehicle is activated.

### 15. Confiscation Civil Commotion and Similar Risks

- A. loss damage or Corruption directly or indirectly caused by confiscation nationalisation requisition or destruction of or damage to property by order of the Government or any Public Municipal or Local Authority.
- B. in the case of Property Insured outside Great Britain Northern Ireland the Isle of Man and the Channel Islands loss damage or Corruption directly or indirectly caused by warlike operations mutiny conspiracy martial law state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege riot civil commotion strike lock-out persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.
- C. loss damage or Corruption in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot civil commotion and (except in respect of damage by fire and explosion) strikers locked out workers persons taking part in labour disturbances or malicious persons.

### 16. Radioactive Contamination

loss damage or Corruption 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 reactor or other nuclear assembly or nuclear component thereof
- C. any weapon or other device utilising radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction.

### 17. Pollution or Contamination

loss damage or Corruption directly or indirectly caused by or contributed to by or arising from pollution or contamination.

This Exclusion shall not apply to cost arising from pollution or contamination of Insured Property caused directly by an occurrence which is insured by this Section.

## Exclusions (continued)

This Section does not cover

### 18.E Risks

loss damage or Corruption directly or indirectly caused by or occasioned by or arising from or in consequence of Virus or Similar Mechanism or Hacking.

This Exclusion does not apply to Cover Four.

### 19. Computer Date Recognition

loss damage or Corruption directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Insured or not

- A.** correctly to recognise any data as its true calendar date
- B.** to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- C.** to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date but this Exclusion shall not apply to subsequent loss or damage arising from or caused by 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 other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or attempted theft impact by any road vehicle or animal which would but for the application of this Exclusion be insured by this Section.

## Section Conditions

### 1. Duplicate Records and Data Security

- A.** The Insured shall
  - i** back up data records and update the records no less frequently than once every 7 (seven) days
  - ii** maintain up to date duplicate copies of software programs and data where possible
  - iii** store back up data records and up to date duplicate software programs away from the building where the original software programs and data is held.
- B.** In respect of Cover Four the Insured shall also
  - i** verify the backed up data records for readability and where practicable restore them to the system at least once every 31 (thirty one) days and run in a full test of their integrity and ability to perform all the functions of the original data or software
  - ii** have in full effect at all times
    - 1.** Anti-Virus Software
    - 2.** a subscription to a virus alert service provided by Anti-Virus Software vendors
    - 3.** a Firewall which applies to all connections between Property Insured and other IT equipment and networks which is reviewed at least once per month and updated where required
    - 4.** a formal and written Information Security Policy
    - 5.** where available a subscription to an automated update (patching) service for all software programs used by the Insured or on which they depend to operate their Business.

### 2. Observance of Policy Terms

The liability of the Insurer will be conditional on the Insured complying and as appropriate any other person entitled to indemnity complying as though they were the Insured with the terms of this Section.

## Section Conditions (continued)

### 3. Alteration In Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance

- A.** the business is wound up or carried on by a liquidator or receiver or permanently discontinued
- B.** the interest of the Insured ceases other than by death
- C.** there is any alteration to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Insurer at inception renewal or variation of this Section which materially increases the risk of loss damage cost additional expenditure or Financial Loss.

Upon being notified of any such alteration the Insurers may at their absolute discretion

- i** continue to provide cover under this Section on the same terms
- ii** restrict the cover provided under this Section
- iii** impose additional terms
- vi** alter the premium
- v** cancel the Policy.

If the Insured fails to notify the Insurer of any material alteration of the risk the Insurer may

- 1.** treat the Section as if it had come to an end as at the date of the alteration of the risk returning a proportionate amount of the premium for the unexpired Period of Insurance if the Insurer would have cancelled the Section had they known of the increase in risk
- 2.** treat the Section as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had they known of the increase in risk
- 3.** reduce proportionately the amount paid or payable on any claim the proportion for which the Insurer are liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had they known of the increase in risk.

### 4. Renewal Requirement

Within one month of expiry of each Period of Insurance the Insured shall supply details of

#### Cover One

- A.** Premises where the Property Insured will be situated and the new replacement value of Installed Computer Equipment and Auxiliary Equipment at each of the Premises
- B.** Portable Computer Equipment

#### Cover Two

the total cost of replacement or recompilation of Computer Media

#### Cover Three

the amount of additional expenditure relating to the chosen Indemnity Period

where the Indemnity Period exceeds twelve months (12) being less than the Estimate a pro rata return of premium not exceeding 50% (fifty percent) of the premium paid will be made in respect of the difference.

If the declaration proportionately increased where the Indemnity Period exceeds twelve months (12) is greater than the Estimate the Insured shall pay a pro rata additional premium in respect of the difference.

If any Accident shall have occurred giving rise to a claim under this Section the Insurer will increase the declaration for the purpose of premium adjustment by the amount by which the Gross Profit or the Revenue was reduced during the financial year in consequence of the Accident.

### 5. Non Invalidation

Where the risk of Accident is increased solely due to an act omission or alteration unknown to the Insured General Condition 1 Fair Presentation of Risk and Section Condition 3 Alteration In Risk shall not apply

Provided that

- A.** immediately the Insured becomes aware of the act omission or alteration they provide notice to the Insurer and
- B.** pay any additional premium required by the Insurer.

## Section Claims Conditions

### 1. Options for Claims Settlement

- A.** The Insurer may at their option repair reinstate or replace what is lost or damaged or pay for the loss or damage in money.

If any Property Insured is to be reinstated or replaced by the Insurer the Insured shall provide all such plans documents books and information as may reasonably be required and other than as provided for under Basis of Settlement 18 Claims Preparation Cost (including Accountants Fees) the Insured shall do so at their own expense.

The Insurer shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner

- B.** The Insurer shall not be liable for the cost of any repairs undertaken without their written consent except in urgent cases where it has been necessary to put minor repairs in hand

Provided that

- 1.** the requirements of General Conditions 3 and Claims Condition 4 have been complied with and
  - 2.** the repairs are carried out to the satisfaction of the Insurer
- C.** Where loss or damage is confined to a part of an item the Insurer shall be liable for the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible
- D.** The Insurer shall only be liable for cost additional expenditure or Financial Loss resulting from the period of repair or replacement of the part plus necessary dismantling and erection for which the Insured is responsible
- E.** The Insured shall not be entitled to abandon any property to the Insurer whether taken into the possession of the Insurer or not.

### 2. Additional Claims Conditions

In the event of any occurrence giving rise or likely to give rise to a claim under this Section the Insured shall at their own expense deliver to the Insurer

- A.** within 30 (thirty) days after such occurrence (28 (twenty-eight) days in the case of loss or damage by riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons or theft) or such further time as the Insurer may allow in writing
- i** full information in writing of the Property Insured and the amount of loss or damage
  - ii** details of any other insurances on the Property Insured covered by this Section
- B.** all such proof and information relating to the claim as may reasonably be required
- C.** if required a statutory declaration of the truth of the claim and of any matters connected with it.

The Insurer will not pay for any claim unless the terms of this Claims Condition have been complied with and any payment on account already made shall be repaid to the Insurer.

### 3. Fraud or Wilful Act

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on their behalf to obtain any benefit under the Section or if any loss or damage is caused by the wilful act or wilful neglect of the Insured all benefit under the Section shall be forfeited.

### 4. Other Insurance

The Insurer will not indemnify the Insured in respect of loss damage cost additional expenditure or Financial Loss which is insured by or any excess beyond the amount payable under the other policy or which would have been payable under the other policy had this insurance not been effected.

## Section Claims Conditions (continued)

### 5. Subrogation

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

### 6. Arbitration

If any difference arises as to the amount to be paid under this Section such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of the award shall be a condition precedent to any right of action against the Insurer.

### 7. Waiver of Subrogation Rights

Notwithstanding Section Claims Condition 4 Subrogation of this Section the Insurer agree to waive any rights against any parent company and/or subsidiary company whose activities are conducted and/or managed by the Insured in whole or in part and/or any shared time users of the Computer Equipment arising out of any payment made under this Section.

Provided that

- A. the Insured does not receive any form of indemnity or damages or other compensation from such company and/or user and
- B. any such company and/or user shall as though they were the Insured observe fulfil and be subject to the terms limitations and Conditions of this Section and Policy.

### 8. Alternative Premises

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at any Premises specified in the Schedule for the benefit of the Business either by the Insured or by others on their behalf the money paid or payable to the Insured in respect of such sales or services shall be brought into account in arriving at the Turnover or Revenue during the Indemnity Period.

### 9. Average

If at the time of the loss or damage the sum representing 85% (eighty five percent) of the new replacement value of Property Insured under Cover One exceeds the sums declared by the Insured for the purpose of calculation of premium the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss or damage accordingly. For the purpose of this Condition reference to the Property Insured shall not include additional property for which insurance is provided by Basis of Settlement Adjustment 5 Additional Equipment.

# Engineering – Machinery Damage Section

## Definitions

### Territorial Limits

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

### Property/Property Insured Machinery and Plant

Machinery building services equipment and plant owned by or leased to the Insured at the Premises which operates under electrical and/or mechanical power and is ready for use in connection with the Business.

### Pressure Plant

- a. boiler plant
- b. plant subject to internal steam pressure
- c. plant used to contain fluids under pressure or vacuum forming part of the Property Insured
- d. piping associated with any of the above forming part of the Property Insured.

**Property Insured** shall not include

- a. foundations masonry brickwork chimneys or refractory linings
- b. anything sold supplied serviced manufactured or stored in the course of the trade or Business of the Insured
- c. materials being processed by or contained in the Property Insured
- d. Property that is prototype experimental or untried
- e. Production or Process equipment, its controls (including computerised controls) nor any items of power supply equipment dedicated thereto
- f. plant machinery pipes or cables situated underground
- g. office machinery computers or other electronic data processing equipment unless specifically described in the Schedule.

### Breakdown

- a. the actual breaking distortion or burning out of any part of the Property Insured while in use arising from mechanical or electrical defects in the Property Insured causing sudden stoppage
- b. fracturing of any item of the Property Insured by frost which necessitates repair or replacement before it can resume normal working.

### Explosion

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

### Collapse

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Pressure Plant caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignition of the contents or of ignited flue gases).

### Other Property

Property belonging to the Insured or for which they are responsible but not Property Insured or anything sold supplied processed serviced or manufactured or stored in the course of the trade or Business of the Insured.

### Production or Process Equipment

Any machine or apparatus (other than kitchen and food preparation and laundry equipment) which processes, forms, cuts, shapes, grinds or conveys raw materials, materials in process or finished product, including any equipment forming a part of the driving or controlling mechanism for such machine or apparatus.

### Insurer

Allianz Engineering  
(Allianz Engineering is a trading name used by Allianz Insurance plc).

### Premises

The premises at the address or addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible and being, unless more specifically described in the Schedule, occupied by the Insured for the purpose of the Business.

### Hazardous Substances

Any substance other than ammonia that has been declared to be hazardous to health by a government agency.

### Fuel Storage Tanks

Tanks or similar containers designed and used to store oil and other fossil fuels or liquid propane gas.



## Cover

### Cover One

#### Sudden and Unforeseen Damage

The Insurer will indemnify the Insured for sudden and unforeseen damage (including Breakdown Explosion and Collapse as defined) to the Property Insured occurring during the Period of Insurance at any Premises specified in the Schedule within the Territorial Limits.

### Cover Two

#### Own Surrounding Property (Pressure Plant)

The Insurer will indemnify the Insured for loss destruction or damage to property belonging to or held by the Insured in their care custody or control directly consequent upon and solely due to damage to Pressure Plant insured by Cover One.

### Limit of Liability

The most the Insurer will pay for any one accident or series of accidents arising from one occurrence of loss destruction or damage is

- A.** Cover One  
£1,000,000 or the Limit of Liability shown in the Schedule in substitution for this amount
- B.** Cover Two  
£2,000,000 or the Limit of Liability shown in the Schedule in substitution for this amount

Irrespective of the number of insured parties the total liability of the Insurer to all of the insured parties collectively in respect of the insurance provided by this Section shall not exceed the Limit of Liability or in respect of any item its Sum Insured or any other stated Limit of Liability.

Any payment or payments by the Insurer to any one or more insured party shall reduce to the extent of that payment the liability of the Insurer to all parties arising from any one event giving rise to a claim under this Section.

## Basis of Settlement Adjustments

In calculating the most the Insurer will pay for any one occurrence, adjustments shall be made in accordance with the following clauses.

### 1. Reinstatement

In the event of

- A.** loss destruction or damage to Property Insured and/or
- B.** loss destruction or damage to Other Property by Explosion of Pressure Plant

for which liability is accepted the basis on which the amount payable is to be calculated will be the reinstatement of the Property Insured lost, destroyed or damaged subject to the Special Conditions set out below.

For this purpose "reinstatement" means

- i** the rebuilding or replacement of Property Insured destroyed which, provided the Insurer's liability is not increased, may be carried out
  - a.** in any manner suitable to the requirements of the Insured
  - b.** on another site
- ii** the repair or restoration of Property Insured damaged in either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new.

### Special Conditions

- 1.** The Insurer's liability for the repair or restoration of Property Insured or Other Property lost destroyed or damaged in part only, shall not exceed the amount which would have been payable if such Property Insured had been wholly destroyed.
- 2.** No payment beyond the amount the Insurer would have paid in the absence of this clause will be made
  - a.** unless reinstatement commences and proceeds without unreasonable delay
  - b.** until the cost of reinstatement has actually been incurred
  - c.** where Property Insured or Other Property at the time of loss destruction or damage is covered by any other insurance effected by the Insured, or on behalf of the Insured, which is not on the same basis of reinstatement.
- 3.** Where by reason of any of the above Special Conditions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated therein, the terms and conditions of this Section shall apply as if this clause had not been incorporated.

## 2. Public Authorities

Subject to the Special Conditions set out below, cover for Property Insured includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament, with bye-laws of any public authority or to comply with the stipulations of European Union legislation, in consequence of loss destruction or damage, excluding

- a. the cost incurred in complying with such regulations, bye-laws or stipulations
  - i in respect of loss destruction or damage occurring prior to the granting of this cover
  - ii in respect of loss destruction or damage not insured by this Section
  - iii under which notice has been served upon the Insured before the date of the loss destruction or damage
  - iv in respect of undamaged property or undamaged portions of property, other than foundations (unless specifically excluded) of that portion of the property lost destroyed or damaged
- b. the additional cost that would have been required to make good the Property Insured lost destroyed or damaged to a condition equal to its condition when new, had the necessity to comply with such regulations, bye-laws or stipulations not arisen
- c. the amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the Property Insured, by reason of compliance with any such regulations, bye-laws or stipulations.

### Special Conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the loss destruction or damage, or within such further time as the Insurer may allow, and may be carried out upon another site (if such regulations, bye-laws or stipulations so necessitate), subject to there being no resulting increase in the liability of the Insurer.
2. Where the parts necessary for repair of the Property Insured or Other Property are not available at manufacturers listed prices the Insurer shall be liable to pay for the cost of an equivalent repair to similar property for which parts are available at manufacturers listed prices.
3. If the liability of the Insurer is reduced by the application of any of their terms and conditions of this Section or the Policy (other than as a result of this clause) the liability of the Insurer under this clause will be reduced in like proportion.
4. All the terms and conditions of this Section and the Policy shall apply to any claim payable under the provisions of this clause, other than were they are expressly varied by the terms of this clause.

## 3. Debris Removal

This Section is extended to cover the cost necessarily and reasonably incurred by the Insured with the consent of the Insurer in the removal of Property Insured following loss destruction or damage insured by this Section.

Provided that the liability of the Insurer in respect of any one claim for the removal of Property Insured following insured damage shall not exceed 20% (twenty percent) or £50,000 whichever is the lower of the cost of repair reinstatement or placement of the Property Insured.

## 4. Additional Cost

This Section is extended to cover the necessary and reasonable cost incurred by the Insured with the consent of the Insurers in making temporary repairs to and/or the expediting of the repair, reinstatement or replacement of the Property Insured following loss destruction or damage insured by this Section.

Provided that the liability of the Insurer in respect of any one claim following insured loss damage or destruction shall not exceed 20% (twenty percent) or £20,000 whichever is the lower of the cost of repair reinstatement or replacement of the Property Insured.

## 5. Avoidance of Impending Damage

This Section is extended to cover the cost incurred by the Insured in taking reasonable but exceptional measures to avoid or reduce impending loss destruction or damage which would have resulted in a claim under this Section.

Provided that

- a. the impending loss destruction or damage did not arise from any defect in the Property Insured
- b. the impending loss destruction or damage did not arise from a reasonably foreseeable cause
- c. the loss destruction or damage would have been the natural outcome to be expected in the absence of the measures taken
- d. the Insurer is satisfied that loss destruction or damage which would have been insured under this Section has been avoided or reduced in consequence of the measures taken
- e. the liability of the Insurer shall not exceed the cost which would have been incurred had the measures not been taken and loss destruction or damage insured by this Section had occurred.

The liability of the Insurer shall not exceed £25,000 in respect of any one occurrence of loss damage or destruction.

## 6. Hired in Plant

This Section is extended to cover the legal liability of the Insured under the terms of their hiring agreement or otherwise to pay

- a. compensation for loss destruction of or damage to Hired in Plant while at or while in transit (other than by sea or air) to and from any Premises specified in the Schedule and
- b. continuing hire charges as a result of loss destruction of or damage to Hired in Plant for which indemnity is provided by a above.

In addition the Insurer will pay all legal expenses for which the Insured may become liable where legal proceedings have been defended with the written consent of the Insurer.

Hired in Plant means plant or machinery with a replacement value not more than £10,000 hired by the Insured but not plant on hire purchase or subject to a lease agreement or on free loan.

Provided that

1. the terms of any hiring agreement shall be no more onerous than the Model Conditions for the hiring of plant approved by the Construction Plant-hire Association

2. where the hire charges paid during the Period of Insurance exceed £2,000 the Insured shall declare the hire charges paid and shall pay the additional premium requested by the Insurer
3. the liability of the Insurer under this Basis of Settlement Adjustment shall not exceed £30,000 any one claim
4. Exclusion 2 Perils does not apply to this Basis of Settlement Adjustment of cover.

## 7. Cost of Hiring Replacement Item

This section is extended to include the cost of hire charges incurred by the Insured during the period of repair or until the Property Insured is permanently reinstated or replaced for the necessary hire of a substitute item of a similar type and capacity following loss damage or destruction of Property Insured.

The Liability of the Insurer shall not exceed £30,000 any one claim.

## 8. Fuel Storage Tanks Loss of Contents

This Section is extended to cover

- a. loss of the contents of and
- b. the cost incurred by the Insured in cleaning up the spilled or leaked contents from

Fuel Storage Tanks insured by this Section directly and solely due to sudden and unforeseen damage for which indemnity is provided by this Section.

Provided that

- a. the liability of the Insurer under this Basis of Settlement Adjustment shall not exceed 20% (twenty percent) of any one claim following loss damage or destruction insured under this section or £25,000 whichever is the lower in connection with any one occurrence regardless of the number or amount of claims resulting from the occurrence
- b. the value of the contents does not exceed in respect of
  - i any one Fuel Storage Tank £25,000
  - ii all Fuel Storage Tanks £100,000.

This Basis of Settlement Adjustment does not cover

- a. loss of contents by evaporation seepage contamination or any form of trade loss
- b. the cost of releveling Fuel Storage Tanks unless resulting from sudden and unforeseen damage insured by this Section
- c. the cost of cleaning up any spillage or leakage in areas outside the boundaries of the insureds Premises or to other property not belonging to the Insured

- d. loss destruction or damage by or in consequence of the process of cleaning up the contents of the Fuel Storage Tanks
- e. liability for cleaning up or making good any pollution or contamination of the water table or any water course or property of any party other than the Insured.

## 9. Claims Investigation Cost

This Section is extended to cover the necessary and reasonable cost (including the cost of consultants fees) incurred in conducting investigations and tests in respect of possible repair or replacement options following loss destruction or damage insured by this Section.

Provided that

- a. the liability of the Insurer under this Extension shall not exceed £25,000 in connection with any one occurrence regardless of the number or amount of claims resulting from the occurrence
- b. the prior consent of the Insurer has been obtained.

## 10. Hazardous Substances

This Section is extended to cover the cost incurred by the Insured in repairing replacing or reinstating Property Insured due to contamination by a Hazardous Substance following loss damage or destruction insured by this Section including the additional expenses incurred to clean up or dispose of such Property Insured.

Provided that the liability of the Insurer under this Extension shall not exceed 20% (twenty percent) or £15,000 whichever is the lower in connection with any one occurrence.

## 11. Loss of Rent

This Section is extended to cover consequential loss as described under the Loss of Rent Section to this Policy which results from loss damage or destruction other than by Explosion for which liability has been admitted by the Insurer under this Engineering Machinery Damage Section.

Provided that

- a. the liability of the Insurers under this Basis of Settlement Adjustment shall not exceed £100,000 in respect of any one occurrence of loss damage or destruction
- b. the Loss of Rent Section is shown as operative.

## Exclusions

This Section does not cover

### 1. Excess

the amount stated in the Schedule as the Excess in respect of each and every occurrence for which the Insured is indemnified by this Section.

### 2. Perils

loss destruction or damage by

- a. fire however caused
- b. fire extinguishing fluid
- c. explosion other than specifically insured by this Section
- d. lightning earthquake storm tempest flood inundation water aircraft or other aerial devices or articles dropped therefrom
- e. subsidence or other ground movement or displacement
- f. theft or attempted theft
- g. riot strike lockout and civil commotion.

### 3. Maintenance Faulty Workmanship or Application of Tools

the cost of

- a. maintenance
- b. rectification of faulty workmanship occurring during the execution of repairs but not loss destruction or damage resulting from a. or b. unless otherwise excluded
- c. loss destruction or damage by direct application of tools.

### 4. Wear and Tear or Gradual Deterioration

the cost of rectification of

- a. inevitable wear and tear erosion corrosion or other deterioration caused by or naturally resulting from ordinary work use or exposure
  - b. gradually developing flaws or fractures which do not necessitate immediate stoppage
- but not loss destruction or damage insured by this Section resulting from a. or b. unless otherwise excluded.

### 5. Excluded Parts and Components

cutters bits tools moulds dies heating elements driving belts and chains and similar items that require periodic replacement.

If as a result of other loss destruction or damage insured by this Section these items are damaged beyond repair then the Insurer shall indemnify the Insured for any remaining residual value.

## Exclusions (continued)

This Section does not cover

### 6. Safety or Protective Devices

loss destruction or damage to safety or protective devices by their functioning.

### 7. Multiple Lifting Operations

loss destruction or damage arising during any lifting or lowering operation in which a load is shared between two or more machines unless the prior consent of the Insurer has been obtained.

## Exclusions (continued)

This Section does not cover

### 8. Vessels Craft Vehicles Rigs Platforms or Devices

loss destruction of or damage to any

- a. vessel craft vehicle or device designed to float on in or travel under or through water air or space
- b. marine rig or marine platform
- c. equipment mounted on and fixed to such vessel craft vehicle device rig or platform.

### 9. Other Consequential Loss

liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use or any form of consequential loss not specifically insured by this Section.

### 10. Installation or Removal

loss destruction or damage to any item of the Property Insured arising during

- a. its initial installation erection or its final removal
- b. its final testing or commissioning.

### 11. Scratching

scratching of painted or polished surfaces unless accompanied by other indemnifiable loss destruction or damage to the item.

### 12. Overloading or Abnormal Conditions

loss destruction or damage to any item of the Property Insured caused by or arising from

- a. the imposition of abnormal conditions deliberate overloading or overload testing other than overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS 7121 including any subsequent amendments or revisions
- b. overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS 7121 including any subsequent amendments or revisions caused by or arising from a defect in the item.

This Section does not cover loss destruction damage legal liability or cost consisting of or in consequence of

### 13. Pollution or Contamination

loss destruction or damage (whether sudden and unforeseen or not or accidental or not) directly or indirectly caused by or contributed to by or arising from pollution or contamination.

This Exclusion shall not apply to cost arising from pollution or contamination of Property Insured caused directly by an occurrence which is insured by this Section.

### 14. Computer Date Recognition

loss destruction or damage (whether sudden and unforeseen or not or accidental or not) directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Insured or not

- a. correctly to recognise any date as its true calendar date
- b. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c. to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date but this Exclusion shall not apply to subsequent loss destruction or damage arising from or caused by 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 other than thieves earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal which would but for the application of this Exclusion be insured by this Section.

## Exclusions (continued)

### 15. Confiscation Civil Commotion and Similar Risks

- a. loss destruction or damage (whether sudden and unforeseen or not or accidental or not) directly or indirectly caused by confiscation nationalisation requisition or destruction of or damage to property by order of the Government or any Public Municipal or Local Authority.
- b. in the case of Property Insured outside Great Britain Northern Ireland the Isle of Man and the Channel Islands loss destruction damage or corruption (whether sudden and unforeseen or not or accidental or not) directly or indirectly caused by warlike operations mutiny conspiracy martial law state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege riot civil commotion strike lock-out persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.
- c. loss destruction or damage (whether sudden and unforeseen or not or accidental or not) in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot civil commotion and (except in respect of damage by fire and explosion) strikers locked out workers persons taking part in labour disturbances or malicious persons.

This Section does not cover loss destruction damage legal liability or cost consisting of or in consequence of:

### 16. E Risks

loss destruction or damage (whether sudden and unforeseen or not or accidental or not) to

- a. any computer or other equipment or component or system or item which processes stores transmits or retrieves data or
- b. any part of a computer or other equipment or component or system or item which processes stores transmits or retrieves data

whether tangible or intangible (including but without limitation any data information or programs or software) and whether part of the Property Insured or not caused directly or indirectly by

- i 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. This includes but is not limited to viruses trojan horses worms and logic bombs

- ii Hacking
  - unauthorised access to any computer or other equipment or component or system or item whether part of the Property Insured or not which processes stores transmits or retrieves data.

but this Exclusion shall not apply to subsequent loss destruction or damage arising from or caused by 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 earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal which would but for the application of this Exclusion be insured by this Section.

### 17. Radioactive Contamination

loss destruction or damage (whether sudden and unforeseen or not or accidental or not) 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 reactor or other nuclear assembly or nuclear component thereof
- c. any weapon or other device utilising radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction.



## Section Conditions

### 1. Non Invalidation

This Section shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of the Insured by which the risk of loss destruction or damage is increased, provided that the Insured shall give notice to the Insurer (and pay an additional premium if required) immediately they become aware of such act, omission or alteration.

### 2. Subrogation

Any claimant under this Section shall, at the Insurer's request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured, before or after the Insurer makes any payment.

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the loss destruction or damage.

### 3. Arbitration

If any difference arises as to the amount to be paid under this Section (liability being otherwise admitted by the Insurer), such difference shall be referred to an arbitrator to be appointed by the Insured and the Insurer in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against the Insurer.

### 4. Additional Claims Conditions

- A.** In the event of any occurrence giving rise or likely to give rise to a claim under this Section the Insured shall at their own expense deliver to the Insurer
- 1.** within 30 (thirty) days after such occurrence 28 (twenty-eight) days in the case of loss or damage by riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons or theft) or such further time as the Insurer may allow in writing
    - i** full information in writing of the Property Insured and the amount of loss or damage
    - ii** details of any other insurances on the Property Insured covered by this Section
  - 2.** all such proof and information relating to the claim as may reasonably be required
  - 3.** if required a statutory declaration of the truth of the claim and of any matters connected with it.

The Insurer will not pay for any claim unless the terms of this Claims Condition have been complied with and any payment on account already made shall be repaid to the Insurer.

- B.** The Insurer shall not be liable for the cost of any repairs undertaken without their written consent except in urgent cases where it has been necessary to put minor repairs in hand

Provided that

- i** the requirements of the General Claims Condition 3 of this Policy have been complied with and
  - ii** the repairs have been carried out to the satisfaction of the Insurer.
- C.** Where loss destruction or damage is confined to a part of a machine or structure the Insurer shall be liable for the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible.

## 5. Declaration Condition

The Insured shall furnish the Insurer with such information as the Insurer may require at the expiry of each Period of Insurance, within the period specified by the Insurer. The premium shall be adjusted annually and any difference shall be paid by or returned to the Insured subject to any agreed minimum or deposit premium specified in the Schedule.

If the premium or part of any premium is calculated on estimates supplied to the Insurer by or on behalf of the Insured the Insured shall keep a record of all such relevant particulars and the value of such equipment and shall allow the Insurer to inspect such records at any reasonable time.

## 6. Alteration

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration in the ownership of the Insured, or any alteration in or to the Business or the Premises or the Plant

- a.** due to the Business being wound up or carried on by a liquidator or receiver or permanently discontinued
- b.** in respect of which the interest of the Insured ceases other than by death
- c.** to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy which materially increases the risk of loss, damage or liability as insured by this Section.

Upon being notified of any such alteration, the Insurer may, at its absolute discretion

- a.** continue to provide cover under this Section on the same terms
- b.** restrict the cover provided by this Section
- c.** impose additional terms
- d.** alter the premium
- e.** cancel this Section and the Policy.

If the Insured fails to notify the Insurer of any such alteration, the Insurer may

- a.** treat this Section and the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled this Section and the Policy had it known of the increase in risk
- b.** treat this Section and the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk
- c.** reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.

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