

# Your Property Owners Policy

## **Introduction**

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

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## **Contents**

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

### **Contact details for claims and help**

### **Complaints Procedure**

### **Important Information**

### **The Contract of Insurance**

### **Policy Definitions**

### **Sections which comprise your policy**

### **Policy Conditions**

### **Policy Exceptions**

Inside the front cover you will find your:

### **Certificate of Employers' Liability Insurance (If applicable)**

### **Policy Schedule**

## Contact details for claims and help

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### Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

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### Claims Service

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#### 0800 015 1498

A 24 hour, 365 days a year claims line providing you with emergency assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

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### Legal and Tax Helpline

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#### 0845 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

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### Commercial Legal Protection

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#### 0845 300 1899

If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.

If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

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### Risk Solutions Helpline

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#### 0845 366 6666

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

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### Counselling Service Helpline

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#### 0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

## Contact details for claims and help

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### Website

### [www.cutredtape.co.uk](http://www.cutredtape.co.uk)

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

# Complaints Procedure

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## Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

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## What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

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## What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone:  
0800 023 4567 (free from landlines) or  
0300 123 9123 (free from most mobile phones)

Or simply log on to their website at **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

# Important Information

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## Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you, the policyholder, normally live or (if applicable) the first named policyholder normally lives  
or
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business  
or
3. Should neither of the above be applicable, the law of England and Wales will apply.

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## Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to

Financial Services Compensation Scheme  
7th floor Lloyds Chambers  
Portsoken Street  
London  
E1 8BN

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## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

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## Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

## The Contract of Insurance

The policy, the information You have provided and/or the application form, the declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

### Important

**This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.**

**If You are not sure whether certain facts are relevant, please ask Your insurance adviser or local Aviva office. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.**

**You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.**



Aviva Insurance Limited.  
Registered in Scotland No. 2116.  
Registered Office: Pitheavlis, Perth PH2 0NH.  
Authorised by the Prudential Regulation Authority and regulated by the  
Financial Conduct Authority and the Prudential Regulation Authority.

# Recognising You

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## Nobody recognises you like Aviva

Aviva is committed to providing a first-class service. We want you to feel that we recognise you and understand your requirements.

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## Risk Management

By choosing Aviva, you will gain access to the following free risk management resources from Aviva Risk Management Solutions (ARMS).

### Online Knowledge Store

Contains over 200 useful risk management fact sheets and templates.

Some of the advice available is particularly tailored to you including a factsheet covering health and safety for property owners.

You can access the Knowledge Store by visiting

<http://www.aviva.co.uk/yourbusiness/risk-management/>

### Preferred Supplier Scheme

We have secured discounts from carefully vetted risk management providers, to help you protect your business. Some of these services are particularly relevant to your sector including unoccupied property protection services such as the installation of physical security or assistance to prepare properties for re-occupancy.

Aviva insured customers also receive discounts off ARMS training and consultancy services:

**Short courses** - ideal if you are looking to understand your health and safety obligations and receive practical advice about how to meet them. The current programme includes a risk assessment and getting started in health and safety course.

**Accredited training** – ARMS is accredited to deliver a number of IOSH, CIEH, IEMA and NEBOSH courses. We boast amongst the highest pass rates in the industry reflecting the quality of our training.

**In-company training** - our team can adapt any course or develop a bespoke one to ensure that your specific requirements are addressed.

**eTraining** - Our online courses are quick and easy to complete making them ideal for those with limited time and resources. Our programme covers a range of topics including fire risk assessment.

**Consultancy** - If you don't have an in-house safety resource or if your team needs expert assistance to address a particular safety issue, ARMS can help. The services available include fire risk assessments, safety audits and our competent person support service.

For further information about the services ARMS provides, call the team on 0500 55 99 77 or visit <http://www.aviva.co.uk/yourbusiness/risk-management/>.

# Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', 'Contact details for claims and help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

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## Block of Flats

A building occupied entirely for residential purposes

- (1) in excess of two storeys high
- (2) with a single roof
- (3) containing two or more Residential Units.

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## Building

The building including

- (a) interior decorations and landlords' fixtures and fittings and tenants improvements
- (b) telecommunication television and radio aerials, satellite dishes, aerial fittings and masts
- (c) outbuildings, roads, pavements, fences, gates, paths, drives, fixed signs, garden walls, patios, terraces, ornaments and statues, car parks, cess pits and septic tanks, oil tanks
- (d) underground pipes, cables and wires
- (e) gangways, pedestrian malls, pedestrian access bridges, hardstandings, bollards, barriers, flag poles, lamp posts, street furniture
- (f) video, audio and building management and security systems and equipment
- (g) trees, shrubs, hedges, plants and turf used in landscaping
- (h) Contents of Common Areas including models, exhibitions and seasonal items introduced into shopping centres.

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## Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

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## Contents

Furniture, furnishings, fixtures and fittings and refrigerators, dishwashers, washing machines, microwaves and other white goods belonging to You or for which You are responsible within the Building at The Premises.

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## Contents of Common Areas

Furniture, furnishings, fixtures and fittings and other contents including janitorial goods belonging to You or for which You are responsible in the common areas of The Premises including property kept in yards, car parks, gardens or other open areas at The Premises.

# Policy Definitions

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## Data

All information which is

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

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

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## Data Storage Materials

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

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## Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees
- (10) impact
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

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## Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

# Policy Definitions

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## Employee

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self-employed
- (6) under a work experience or training scheme
- (7) a voluntary helper

while working under Your control in connection with The Business

- (8) an outworker or homeworker when engaged in work on Your behalf.

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## Excess / Excesses

The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises.

The amount(s) to be deducted after the application of any Average condition.

You will repay any such amount paid by Us.

For the purposes of this definition the term "separate premises" shall include all Residential Units which are not within or form part of a Block of Flats or Maisonette insured by this policy.

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## Failure

Any partial or complete reduction in the

- (1) performance
- or

- (2) availability
- or

- (3) functionality
- or

- (4) the ability to recognise or process any date or time
- of any

- (a) Computer and Electronic Equipment
- (b) electronic means of communication
- (c) website.

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## Local Authority Rates

Money paid or payable by You to the local authority in respect of local authority or business rate charges levied in respect of The Premises.

# Policy Definitions

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## Long Term Unoccupied

Any Unoccupied Building, Portion of a Building or a Residential Unit in a building that

- (1) remains untenanted at the first renewal following the expiry of a 26 week untenanted period  
and/or
- (2) is either empty, void, vacant or disused and is awaiting
  - (a) redevelopment  
and/or
  - (b) demolition.

For the purposes of this definition, notwithstanding (1) above, where The Premises is classified for use as either

- (1) offices  
or
- (2) internal retail units within a covered shopping complex which is locked against public access out of business hours

in respect of Portion of a Building the period is extended to 156 weeks unless otherwise agreed by Us in writing to the contrary.

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## Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

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## Maisonette

A Residential Unit occupying two or more floors of a larger building having its own entrance from outside.

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## Money

Current

- (1) coins, bank and currency notes
- (2) postal and money orders, bankers' drafts, cheques and giro cheques
- (3) crossed warrants, bills of exchange and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps
- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers and trading stamps
- (7) VAT invoices.

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## Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

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## Portion of a Building

Any part of a building that the Landlord has free rights of access to enter and is responsible for the upkeep and maintenance.

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## Rent Free Period

The period specified in the lease agreement during which Gross Rentals are not payable.

# Policy Definitions

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**Residential Unit**

An individual self contained living area with a separately controlled entry/exit point within any building.

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**The Business**

Activities directly connected with the business specified in The Schedule.

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**The Premises**

The premises specified in The Schedule.

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**The Schedule**

The document which specifies details of The Policyholder, The Premises, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Endorsements and Conditions applying to this policy.

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**Unoccupied**

Any Building or Portion of a Building or a Residential Unit in a building that is

- (1) untenanted or void

and/or

- (2) empty, vacant or disused

for a period in excess of 45 consecutive days.

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**Virus or Similar Mechanism**

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

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**We/Us/Our/Aviva**

Aviva Insurance Limited.

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**You/Your/The Policyholder**

The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

# Asset Protection Property Damage - Specified Contingencies

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## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

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## Damage

Physical loss, destruction or damage.

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## Property Insured

Property insured as detailed in The Schedule.

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## Cover

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance at The Premises by each of the following Contingencies, and as appearing in The Schedule.

### **Basis of Claim Settlement – Indemnity**

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage,  
or at Our option

- (2) the reduction in value of the Property Insured,

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

The Sum Insured under each item other than items applying solely to professional fees, rent, and removal of debris, is separately subject to Average. See Condition (1).

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item

or

- (2) the Total Sum Insured

or

- (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.

# Asset Protection Property Damage - Specified Contingencies

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## Contingencies

### Fire

(1) Fire

We will not indemnify You in respect of Damage

- (a) to the Property Insured caused by explosion resulting from fire
- (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over-running
- (c) caused by
  - (i) the Property Insured's own spontaneous fermentation or heating
  - (ii) the Property Insured undergoing any process involving the application of heat.
- (d) caused by riot and/or civil commotion.

(2) Lightning

(3) Explosion

- (a) of boilers
- (b) of gas in a building not being part of any gas works used for domestic purposes or used for lighting or heating the building.

We will not indemnify You for Damage to the Property Insured caused by earthquake or underground fire.

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### Explosion

We will not indemnify You in respect of Damage

- (a) to the Property Insured caused by or consisting of the bursting of a boiler, economiser, vessel, machine or apparatus, where the internal pressure is due to steam only and belongs to You or is under Your control.
- (b) to any vessel, machine or apparatus, or it's contents, caused by it's own bursting. However, We will indemnify You in respect of Damage not otherwise excluded if the vessel, machine or apparatus is the subject of a contract providing inspection or maintenance required by statutory regulation.

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### Aircraft

Aircraft and other aerial devices including articles dropped from them.

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### Riot and Civil Commotion

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

We will not indemnify You in respect of Damage to the Property Insured caused by or happening through work stoppages.

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### Riot, Civil Commotion and Malicious Damage

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

## Asset Protection Property Damage - Specified Contingencies

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### Contingencies

*(continued)*

We will not indemnify You in respect of Damage

- (a) to the Property Insured caused by or resulting from
  - (i) work stoppages
  - (ii) theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation
- (b) when The Premises are Unoccupied.

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#### Earthquake

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#### Underground Fire

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#### Spontaneous Combustion

Fire caused by the Property Insured's own spontaneous combustion including Damage to coal and wood blocks.

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#### Storm and Falling Trees

We will not indemnify You in respect of

- (a) Damage to the Property Insured resulting solely from a change in the water table level
- (b) Damage to the Property Insured caused by
  - (i) escape of water from any water course, lake, reservoir, canal or dam
  - (ii) inundation from the sea
  - (iii) frost
  - (iv) subsidence, ground heave or landslip
- (c) Damage to fences, gates and moveable property in the open except where such Damage is caused by falling trees.

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#### Storm and Flood and Falling Trees

We will not indemnify You in respect of

- (a) Damage to the Property Insured resulting solely from a change in the water table level
- (b) Damage to the Property Insured caused by
  - (i) frost
  - (ii) subsidence, ground heave or landslip
  - (iii) escape of water from any tank, apparatus or pipe
- (c) Damage to fences, gates and moveable property in the open except where such Damage is caused by falling trees.

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#### Escape of Water/Oil

Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.

We will not indemnify You in respect of

- (a) Damage to the Property Insured by water discharged or leaking from an automatic sprinkler installation
- (b) Damage when The Premises are Unoccupied
- (c) Damage to any tank, apparatus, pipe or fixed oil heating installation.

## Asset Protection Property Damage - Specified Contingencies

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### Contingencies

*(continued)*

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#### Impact

Impact by any vehicle or animal or by goods falling there from

We will not indemnify You in respect of Damage to any goods being carried.

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#### Sprinkler Leakage

Water accidentally discharged or leaking from any automatic sprinkler installation in The Premises.

We will not indemnify You in respect of

- (a) Damage caused by
  - (i) freezing while The Premises owned by You or for which You are responsible are Unoccupied
  - (ii) explosion, earthquake, subterranean fire or heat caused by fire.
- (b) Damage to any automatic sprinkler installation(s).

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#### Theft or Attempted Theft

We will not indemnify You in respect of Damage

- (a) caused by or consisting of acts of fraud or dishonesty
- (b) as a result of
  - (i) disappearance
  - (ii) unexplained or inventory shortage
  - (iii) misfiling, misplacing of information or clerical error.

## Asset Protection Property Damage - Specified Contingencies

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### Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

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#### (1) Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the Property Insured, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

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#### (2) Fire Extinguishing Appliances

You must maintain all fire extinguishing appliances on The Premises, so far as Your responsibility extends, in full working order in accordance with the manufacturers instructions.

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#### (3) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or The Premises
- (b) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not pay for any Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

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#### (4) Change of Occupancy

You must tell Us immediately if

- (a) any building at The Premises becomes Unoccupied.
- (b) any Unoccupied building at The Premises becomes occupied.

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#### (5) Construction Heating and Occupation of the Buildings

Unless otherwise stated in The Schedule the buildings are

- (a) constructed of brick, stone, or concrete
- (b) roofed with slates, tiles, concrete, metal or asbestos
- (c) heated by
  - (i) low pressure hot water or steam
  - (ii) oil fired space heaters fed from a fuel tank in the open
  - (iii) overhead gas or electrical appliances
  - (iv) gas or electric fires in offices only

or as expressly varied in accordance with details provided to Us

- (d) occupied for the sole purpose of The Business and otherwise only as a private dwelling.

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#### (6) Interested Parties - Specified

In the event of Damage as insured by this Section interested parties, as stated in The Schedule, must declare the nature and extent of their interest.

## Asset Protection Property Damage - Specified Contingencies

### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of

- (1) (a) consequential loss or damage

However, We will indemnify You in respect of rent when this cover is specified in The Schedule and the Damage is not otherwise excluded.

- (b) Damage more specifically insured by You or on Your behalf

- (c) (i) Damage insured by any marine policy

(ii) Damage which would be insured under any marine policy if this policy did not exist.

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

- (d) Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage to the Property Insured, not otherwise excluded, caused by

- (i) pollution or contamination which results from any Contingency insured under this Section

(ii) any Contingency insured under this Section which results from pollution or contamination.

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

- (a) Terrorism

- (b) civil commotion in Northern Ireland

- (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands), 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

- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to

- the use or threat of force and/or violence  
and/or

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

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

# Asset Protection Property Damage – All Risks

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## Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

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## Damage

Physical loss, destruction or damage.

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## Property Insured

Property insured as detailed in The Schedule.

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## Cover

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance at The Premises.

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### Basis of Claim Settlement – Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured,

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

The Sum Insured under each item other than items applying solely to professional fees, rent, and removal of debris, is separately subject to Average. See Condition (1).

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item,  
or
- (2) the Total Sum Insured,  
or
- (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.

# Asset Protection Property Damage – All Risks

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## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

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### (1) Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the Property Insured, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

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### (2) Fire Extinguishing Appliances

You must maintain all fire extinguishing appliances on The Premises, so far as Your responsibility extends, in full working order in accordance with the manufacturer's instructions.

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### (3) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or The Premises
- (b) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not pay for any Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

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### (4) Change of Occupancy

You must tell Us immediately if

- (a) any building at The Premises becomes Unoccupied.
- (b) any Unoccupied building at The Premises becomes occupied.

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### (5) Construction Heating and Occupation of the Buildings

Unless otherwise stated in The Schedule the buildings are

- (a) constructed of brick, stone, or concrete
- (b) roofed with slates, tiles, concrete, metal or asbestos
- (c) heated by
  - (i) low pressure hot water or steam
  - (ii) oil fired space heaters fed from a fuel tank in the open
  - (iii) overhead gas or electrical appliances
  - (iv) gas or electric fires in offices only

or as expressly varied in accordance with details provided to Us

- (d) occupied for the sole purpose of The Business and otherwise only as a private dwelling.

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### (6) Interested Parties - Specified

In the event of Damage as insured by this Section interested parties, as stated in The Schedule, must declare the nature and extent of their interest.

## Asset Protection Property Damage – All Risks

### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of

- (1) Damage to the Property Insured caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty or defective
    - (i) design
    - (ii) materials used in its construction
  - (e) (i) faulty or defective workmanship
  - (ii) operating error or omissionby You or any of Your Employees.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage to the Property Insured caused by or consisting of
    - (a) (i) corrosion, rust or rot
    - (ii) shrinkage, evaporation or loss of weight
    - (iii) dampness or dryness
    - (iv) scratching
    - (v) vermin or insects
    - (vi) mould or fungus
  - (b) change in
    - (i) temperature
    - (ii) colour
    - (iii) flavour
    - (iv) texture
    - (v) finish
  - (c) (i) nipple or joint leakage
  - (ii) failure of welds
- (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associating piping
- (e) the Property Insured's own mechanical or electrical breakdown or derangement.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause
  - (ii) any subsequent Damage which results from a cause not otherwise excluded.
- (3) Damage to the Property Insured caused by pollution or contamination.

## Asset Protection Property Damage – All Risks

### Exceptions (continued)

However, We will indemnify You in respect of Damage to the Property Insured not otherwise excluded caused by

- (a) pollution or contamination which results from Defined Contingencies (1) to (12)
  - (b) Defined Contingencies (1) to (12) which results from pollution or contamination.
- (4) Damage to the Property Insured caused by
- (a) subsidence, ground heave or landslip unless
    - (i) resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
    - or
    - (ii) specifically mentioned as insured in The Schedule.
  - (b) normal settlement of new structures.
  - (c) acts of fraud or dishonesty.
  - (d) (i) disappearance
  - (ii) unexplained or inventory shortage
  - (iii) misfiling, misplacing of information or clerical error.

- (5) Damage to any building or structure caused by its own cracking or collapse.

However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.

- (6) Damage to
- (a) gates
  - (b) fences
  - (c) moveable property in the open
- by
- (i) wind
  - (ii) rain, hail, sleet or snow
  - (iii) flood
  - (iv) dust

However, We will indemnify You for Damage to such property caused by falling trees and not otherwise excluded.

- (7) Damage
- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat.
  - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running.
  - (c) resulting from the Property Insured undergoing any process of
    - (i) production or packaging
    - (ii) treatment, testing or commissioning
    - (iii) servicing or repair.

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.

- (8) Damage while any building is Unoccupied caused by escape of water as a result of freezing of any automatic sprinkler in The Premises.

## Asset Protection Property Damage – All Risks

### Exceptions (continued)

- (9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specifically mentioned as insured in The Schedule.

However, We will indemnify You in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.

- (10) Damage to

- (a) vehicles licensed for road use including accessories on or attached to them
- (b) caravans or trailers
- (c) railway locomotives or rolling stock
- (d) watercraft or aircraft
- (e) property in the course of construction including materials for use in the construction
- (f) land, piers, jetties, bridges, culverts or excavations
- (g) livestock
- (h) growing crops or trees.
- (i) moveable property kept in yards, car parks, gardens or other open areas at The Premises exceeding
  - (i) £10,000 any one item
  - and
  - (ii) £50,000 in any one Period of Insurance.

However, We will indemnify You if such property is specifically stated as insured in The Schedule and the Damage is not otherwise excluded.

- (11) Damage

- (a) insured by any marine policy
- (b) which would be insured under any marine policy if this policy did not exist.

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed.

- (12) Damage more specifically insured by You or on Your behalf.

- (13) any consequential loss or damage.

However, We will indemnify You in respect of rent when this item(s) is specifically mentioned as insured in The Schedule.

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

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

## Asset Protection Property Damage – All Risks

### Exceptions (continued)

#### Terrorism means

(i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands)

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 Her Majesty's government in the United Kingdom or any other government de jure or de facto

(ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to

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

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

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

(15) (a) Loss of Data

(b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with

- (i) Virus or Similar Mechanism,
- (ii) Denial of Service Attack,
- (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded.

(16) the Excess stated in The Schedule.

(17) Damage to grounds or landscaping

- (a) the cost of moving soil other than as necessary for surface preparation
- (b) the failure of trees, shrubs, plants or turf to become established
- (c) the failure of seeds to germinate
- (d) damage caused by disease, infection or application of chemicals.

## Asset Protection Property Damage - Specified Contingencies

### Exceptions (continued)

In any action suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered under this Section the burden of proving that any such Damage is covered under this Section will be upon You.

- (3) (a) Loss of Data
  - (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
    - (i) Virus or Similar Mechanism,
    - (ii) Denial of Service Attack,
    - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by this Section.
- (4) motor vehicles, or their contents, which are more specifically insured.

However, We will indemnify You for any sum beyond the amount payable under the more specific policy.
- (5) the Excess stated in The Schedule.
- (6) moveable property kept in yards, car parks, gardens or other open areas at The Premises exceeding
  - (a) £10,000 any one item
  - and
  - (b) £50,000 in any one Period of Insurance.
- (7) Damage to grounds or landscaping
  - (a) the cost of moving soil other than as necessary for surface preparation
  - (b) the failure of trees, shrubs, plants or turf to become established
  - (c) the failure of seeds to germinate
  - (d) damage caused by disease, infection or application of chemicals.

## Asset Protection Property Damage - Additional Contingencies

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### Additional Contingencies

*The following Additional Contingencies apply to the Property Damage - Specified Contingencies Section and/or the Property Damage - All Risks Section where stated in The Schedule.*

### Subsidence

We will indemnify You in respect of Damage at The Premises caused by subsidence or ground heave of the site of the Property Insured, or landslip.

We will only indemnify You in respect of Damage to

- (1) forecourts, car parks, driveways, roads, pavements, gangways, pedestrian malls, pedestrian access bridges, paths, patios, terraces, ornaments or statues
- (2) walls, gates, hedges or fences
- (3) cess pits, septic tanks, oil tanks
- (4) hardstandings, bollards, barriers, flag poles, lamp posts, street furniture  
if
  - (a) such property is specifically insured by this Section  
and
  - (b) Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) collapse of any building
  - (b) the normal settlement, shrinking and cracking of any building
  - (c) coastal or river erosion
  - (d) defective design or inadequate construction of foundations
  - (e) any demolition, construction, erection, ground or excavation works, carried out at the site of The Premises or the site of any adjoining premises, unless We have agreed otherwise in writing
  - (f) settlement or movement of made up ground.
- (2) Damage as a result of movement of solid floor slabs.  
However, We will indemnify You in respect of Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.
- (3) the Excess stated in The Schedule.

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### Underground Services

Where Buildings are insured under this Section or You are responsible for repairs, We will indemnify You in respect of accidental damage to underground

- (a) pipes
- (b) cables

which extend from the buildings to the public mains.

## Asset Protection Property Damage - Additional Contingencies

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### **Additional Contingencies** *(continued)*

We will not indemnify You in respect of

- (1) the cost of maintenance
- (2) damage caused by
  - (a)
    - (i) gradual deterioration or wear and tear
    - (ii) corrosion, rust, rot, mould or fungus
    - (iii) vermin or insects
    - (iv) atmospheric or climatic conditions
    - (v) normal settlement or shrinkage
  - (b) faulty workmanship, defective design or the use of defective materials
- (3) the Excess stated in The Schedule.

## Asset Protection Property Damage - Additional Contingencies

### Additional Contingencies

*The following Additional Contingencies apply to the Property Damage - Specified Contingencies Section and/or the Property Damage - All Risks Section where stated in The Schedule.*

### Subsidence

We will indemnify You in respect of Damage at The Premises caused by subsidence or ground heave of the site of the Property Insured, or landslip.

We will only indemnify You in respect of Damage to

- (1) forecourts, car parks, driveways, roads, pavements, gangways, pedestrian malls, pedestrian access bridges, paths, patios, terraces, ornaments or statues
- (2) walls, gates, hedges or fences
- (3) cess pits, septic tanks, oil tanks
- (4) hardstandings, bollards, barriers, flag poles, lamp posts, street furniture  
if
  - (a) such property is specifically insured by this Section  
and
  - (b) Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) collapse of any building
  - (b) the normal settlement, shrinking and cracking of any building
  - (c) coastal or river erosion
  - (d) defective design or inadequate construction of foundations
  - (e) any demolition, construction, erection, ground or excavation works, carried out at the site of The Premises or the site of any adjoining premises, unless We have agreed otherwise in writing
  - (f) settlement or movement of made up ground.
- (2) Damage as a result of movement of solid floor slabs.  
However, We will indemnify You in respect of Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.
- (3) the Excess stated in The Schedule.

## Asset Protection Property Damage – Clauses

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### Property Damage – Clauses

*The following clauses apply to the Property Damage – Specified Contingencies Section and/or Property Damage – All Risks Section if stated as insured in The Schedule, except where otherwise stated.*

### Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured.

---

### Bailors' Goods

We will indemnify You in respect of Damage to bailors' goods for which You are responsible in connection with The Business.

We will only indemnify You in respect of Damage where

- (a) the goods are stored in a secure building in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man
- (b) an inventory signed by You has been issued to the tenant as soon as the bailors' goods are taken into Your custody
- (c) the bailors' goods are inspected at least every seven days.

We will not indemnify You in respect of

- (1) theft or attempted theft not involving entry into or exit from the building, where the bailors' goods are being stored, by forcible and violent means.
- (2) Damage in respect of
  - (a) audio and visual equipment
  - (b) cigarettes, cigars, tobacco, wines and spirits.

The Basis of Claim Settlement – Reinstatement clause detailed in the Property Damage – Clauses does not apply to any property insured by this clause.

The maximum We will pay in respect of any one loss is £10,000.

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### Basis of Claim Settlement – Reinstatement

In the event of Damage to the Property Insured, excluding any items on

- (i) Stock and Materials in Trade
- (ii) professional fees
- (iii) debris removal
- (iv) rent
- (v) pedal cycles and personal effects
- (vi) motor vehicles
- (vii) Computer and Electronic Office Equipment

the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property lost, destroyed or damaged, subject to the following conditions

- (1) Where the Property Insured is
  - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new.
  - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property has been completely destroyed.
- (2) Where Computer and Electronic Office Equipment is insured by this Section and such property is
  - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity.
  - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new.

## Asset Protection Property Damage – Clauses

### Property Damage – Clauses (continued)

However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.

(3) (1) and (2) above includes the costs necessary to comply with any

- (a) European Union Legislation
- (b) Act of Parliament
- (c) Bye laws of any public authority.

We will not indemnify You

- (a) in respect of the costs incurred
  - (i) for Damage not insured by this Section
  - (ii) where notice was served on You before the Damage occurred
  - (iii) where an existing requirement must be completed within a stipulated period
  - (iv) for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage
- (b) in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

(4) The work of reinstatement

- (a) may be carried out on another site and in a manner suitable to Your needs. However,
  - (i) Our liability must not be increased
  - (ii) this will not apply when The Premises are Unoccupied unless We have agreed otherwise in writing.
- (b) must begin and be carried out as quickly as possible.

(5) The following condition of Average will apply.

If the Sum Insured at the time the Damage occurred is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment, at the time of rebuilding or replacement, You will be liable to bear a proportionate share of the loss.

(6) We will not indemnify You if You

- (a) do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment.
- (b) or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement.
- (c) do not comply with any of the terms of this clause.

However, the Basis of Claim Settlement – Indemnity will apply.

For the purposes of this clause Computer and Electronic Office Equipment means

- (a) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto,
- (b) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand,
- (c) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include

- (i) Portable equipment away from The Premises
- (ii) Computer and Electronic Office Equipment held as stock or customers' Computer and Electronic Office Equipment held in trust
- (iii) Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

# Asset Protection Property Damage – Clauses

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## Property Damage – Clauses (continued)

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### Basis of Claims Settlement – Indemnity Only

In respect of Buildings that are Long Term Unoccupied, the Basis of Settlement - Reinstatement clause detailed in the Property Damage - Clauses does not apply other than to

- (1) a Portion of a Building  
or
- (2) a Residential Unit within a Block of Flats  
or
- (3) a Maisonette.

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### Basis of Claim Settlement – Rent

If rent is insured under this Section, We will indemnify You in respect of loss of rent resulting from the Building or any part of the Building

- (1) generating the rent received  
or

- (2) for which rent is payable

being made unfit for the purpose of The Business as a result of Damage insured by this Section.

The maximum amount that We will pay You in respect of loss of rent will be the proportion of the Rent Sum Insured that would have been payable during the period from the date of the Damage until the Building is repaired or reinstated.

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### Breakage or Collapse of Television & Radio Aerials

We will indemnify You in respect of Damage at The Premises caused by the breakage or collapse of television and radio aerials, aerial fittings, masts or satellite dishes.

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### Buildings awaiting Refurbishment Redevelopment or Renovation

If at the time of Damage a Building insured under this Section is awaiting refurbishment redevelopment or renovation We will not indemnify You for costs that You would have incurred in the absence of any Damage.

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### Capital Additions

We will indemnify You in respect of Damage to

- (1) any newly built and/or newly acquired building
- (2) alterations, additions and improvements to an insured building but not in respect of any appreciation in value

situate anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay in respect of any one location under this clause is

- (1) in respect of any newly built and/or newly acquired building
  - (a) £5,000,000 where The Premises is solely occupied for office or retail use
  - (b) £1,000,000 where The Premises is Unoccupied
  - (c) £2,000,000 where The Premises is occupied for other purposes.
- (2) 20% of the Sum Insured or £500,000 whichever is lesser in respect of alterations, additions and improvements to an insured building.

You must

- (1) provide Us with details of such additional Building or alterations, additions or improvements as soon as possible but in any event,
  - (a) within six months of the date You became responsible for the insurance of such additional Building  
and
  - (b) before the expiry of the Period of Insurance
- (2) specifically insure such extensions with Us, from the date Our liability commenced
- (3) pay the appropriate additional premium.

## Asset Protection Property Damage – Clauses

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### Property Damage – Clauses (continued)

#### Changing Locks

We will indemnify You in respect of such additional costs incurred by You following theft or attempted theft of keys including but not limited to digital access cards, safe keys or safe combination access codes from

- (1) The Premises
- (2) Your home
- (3) Your directors' homes
- (4) Your authorised Employees' homes

or while in Your custody or that of an Employee following theft involving violence or threat of violence to You or an Employee.

The maximum We will pay in respect of any one claim is £5,000 and £15,000 in total during any one Period of Insurance.

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#### Contract Works

Where You have entered into a contract or agreement for the extension, alteration or refurbishment of any of The Premises, the insurance by each Item on buildings is extended to include contract works (including unfixed materials on site) to the extent required by contract conditions and We will note the interest of the contractor and sub-contractor as specified in the contract where such interests are required

provided that You

- (1) give Us prior notification of any contract with a contract price in excess of £100,000 including details of the
  - (a) nature of the works to be carried out
  - (b) contract conditions
  - (c) contract period
  - (d) contract price
- (2) pay Us the additional premium required in respect of each individual contract to which this clause applies.

We will not indemnify You

- (a) where a more specific insurance policy is in force
- (b) in respect of each separate contract for the first £500 in respect of Theft or Malicious Damage.

For the purposes of this clause, contract works include temporary or permanent works completed or to be completed by or on behalf of You at The Premises.

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#### Contractors' Interests

Where You are required to effect insurance on the Property Insured in joint names of You and the contractor under the terms of a contract condition then the interest of the contractor in the Property Insured as joint Policyholder is hereby noted and You must provide Us with details of any single contract valued in excess of £250,000 prior to work commencing and pay an additional premium if required.

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#### Damage to Grounds

We will indemnify You in respect of reasonable costs and expenses necessarily incurred in reinstating or repairing landscape gardens and grounds due to the actions of the emergency services following Damage at The Premises or adjoining properties.

The maximum We will pay in respect of any one claim is £25,000.

## Asset Protection Property Damage – Clauses

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### Property Damage – Clauses (continued)

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#### Debris Removal

Unless a separate item for costs of removal of debris is insured under this Section, the Sum Insured for each item on Buildings, Machinery and Plant and Stock and Materials in Trade in The Schedule, includes costs and expenses You incur with Our consent for

- (1) the removal of debris
- (2) dismantling
- (3) demolishing
- (4) shoring up or propping of those parts

of the Property Insured which have suffered Damage.

We will not indemnify You in respect of such costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section
- (3) more specifically insured.

---

#### Description of Property

In determining the item under which property is insured We will accept the description given in Your business records.

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#### Drains

The Sum Insured under each Buildings and/or Machinery and Plant item includes costs and expenses You incur with Our consent for cleaning and/or clearing of

- (1) drains
- (2) sewers
- (3) gutters

for which You are responsible following Damage to the Property Insured.

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#### Emergency Services

We will indemnify You in respect of loss destruction or damage to The Premises resulting from the actions of the emergency services, including deliberate acts where such deliberate acts are for the purposes of safeguarding human life or minimising Damage.

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#### Environmental Clause

We will indemnify You in respect of losses over £10,000 for the additional costs necessarily and reasonably incurred with Our consent in rebuilding or repairing Buildings at The Premises in a manner that aims to reduce potential harm to the environment by improving energy efficiency following Damage.

We will not indemnify You under this clause in respect of

- (1) the additional cost of complying with any European Union legislation, Act of Parliament, or byelaws of any public authority
- (2) any additional costs for work You had already planned to be carried out prior to the Damage
- (3) any additional costs for replacing undamaged property
- (4) any Unoccupied building
- (5) You electing not to rebuild or repair the Building.

The maximum We will pay under this clause in respect of all claims occurring during the Period of Insurance is

- (1) an additional 5% of the amount We have paid or agreed to pay in respect of the claim for Buildings, after the application of all other terms and conditions of the policy  
or
- (2) £2,500

whichever is the lower.

## Asset Protection Property Damage – Clauses

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### Property Damage – Clauses (continued)

#### Failure of Third Party Insurances

We will indemnify You in respect of Damage to any building owned by You in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man for which (by the terms of an agreement with You) the

- (1) tenant,  
or
- (2) lessee  
or
- (3) other occupier  
or
- (4) other third party with a financial interest in the building  
who has an obligation to insure but has failed to maintain in force such insurance.

We will not indemnify You in respect of Insurance cover that has been arranged but has been invalidated due to

- (1) a breach of a warranty or condition  
and/or
- (2) risk improvements not having been complied with  
and/or
- (3) where the tenant, lessee, other occupier or third party has not made a claim under his policy and should have done so.

The maximum We will pay at any one premises under this clause is

- (1) £5,000,000 where The Premises is solely occupied for office or retail use
- (2) £1,000,000 where The Premises is a Building that is entirely unoccupied
- (3) £2,000,000 where The Premises are occupied for other purposes.

You must

- (1) advise Us in writing within 30 days from when You become aware that such Insurance is not in force  
and
- (2) pay the appropriate premium for the period such insurance is not effected.  
and
- (3) obtain written confirmation at the inception and annual check of any agreement, from the tenant, lessee, occupier or other third party with a financial interest and their insurers, that
  - (a) the insurance policy is in force  
and
  - (b) the policy provides at least the extent of cover provided by this policy.

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#### Fire and Security Equipment

We will indemnify You in respect of costs and expenses incurred in

- (1) refilling, recharging or replacing any
  - (a) portable fire extinguishing appliances
  - (b) local fire suppression system
  - (c) fixed fire suppression system
  - (d) sprinkler installation
  - (e) sprinkler heads
- (2) re-setting fire and/or intruder alarms and/or closed circuit television equipment following Damage insured by this Section.

The maximum We will pay in respect of any one claim is £50,000.

If in relation to any claim under this clause You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must maintain all such equipment in accordance with the manufacturer's instructions.

## Asset Protection Property Damage – Clauses

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### Property Damage – Clauses (continued)

We will not indemnify You in respect of any costs and expenses recoverable from Your maintenance company or Fire and Rescue Service.

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#### Fly Tipping

We will pay for the reasonable costs of clearing and removing any property illegally deposited in or around the buildings insured under this policy.

We will not indemnify You in respect of the first £1,000 of each and every loss at each of The Premises.

The maximum We will pay for any one claim or in any one period of insurance is £5,000.

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#### Further Investigation Expenses

We will indemnify You where a portion of the building has suffered Damage and there is a reasonable possibility of Damage having occurred to other portions of the same building, which is not immediately apparent.

We will pay

- (1) the reasonable costs incurred with Our prior agreement in establishing whether or not such Damage has occurred  
and
- (2) costs incurred in establishing whether or not other buildings insured at The Premises have suffered such Damage but only if such buildings are subsequently found to have suffered such Damage for which We are liable under the policy.

The maximum We will pay in respect of any one loss is £5,000.

---

#### Gardening Equipment

We will indemnify You in respect of Damage to gardening equipment owned by You and used in connection with The Business at The Premises.

The maximum We will pay in respect of any one claim is £10,000.

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#### Glass

**The following clause is only applicable where the Property Damage – All Risks Section is stated as insured in The Schedule.**

Where Buildings are insured under this Section We will indemnify You in respect of

- (1) breakage (including the cost of boarding up) of glass at The Premises including
  - (a) the cost of removing and reinstating obstructions to replacing glass.
  - (b) the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass.
- (2) breakage of fixed
  - (a) wash hand basins, pedestals, baths, sinks
  - (b) lavatory bowls, bidets, cisterns
  - (c) shower trays, splashbacksat The Premises.

We will not indemnify You in respect of breakage of glass

- (a) when The Premises are Unoccupied
- (b) in transit or while being fitted
- (c) by workmen carrying out alterations or repairs to The Premises.

The maximum We will pay in respect of any one claim will be the Buildings Sum Insured stated in The Schedule.

---

#### Hire Agreement

If the Property Insured by this Section is the subject of hire agreements, We will include the interest of the owners in any indemnity provided by this Section.

You must provide the name of any other interested party in the event of a claim.

## Asset Protection Property Damage – Clauses

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### Property Damage – Clauses (continued)

#### Illegal Cultivation of Drugs

We will indemnify You in respect of Damage arising from Your tenants use of The Premises for the manufacture, cultivation, harvest or processing by any other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).

You will lose Your right to indemnity in respect of a Residential Unit if You, or anyone acting on Your behalf, do not

- (1) carry out internal and external inspections of the buildings at least every three months or as permitted under the tenancy agreement
  - (a) maintain a log of such inspections and retain that log for at least 24 months
  - (b) carry out a six monthly management check of the inspections log
- (2) obtain and record written formal identification of any prospective tenant
- (3) obtain and retain a written employers reference for any new tenant
- (4) obtain and record details of Your tenant's bank account and verify those details by receiving at least one payment from such account
- (5) advise Your tenant, where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in items (2) (3) and (4) above for all lettings that they arrange.

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#### Inadvertent Failure to Insure

We will indemnify You in respect of Damage to

- (1) any newly built or newly acquired building
- (2) alterations, additions and improvements to an insured building but not in respect of any appreciation in value

where You have

- (1) an obligation to insure whether owned or leased by You, but which have been, inadvertently, left uninsured  
and
- (2) agreed to insure all buildings, owned by You or for which You are responsible to insure with Us, situate in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man (unless otherwise agreed in writing by Us).

The maximum We will pay in respect of any one location under this clause is

- (1) in respect of any newly built and/or newly acquired building
  - (a) £5,000,000 where The Premises is solely occupied for office or retail use
  - (b) £1,000,000 where The Premises is a Building that is entirely unoccupied
  - (c) £2,000,000 where The Premises are occupied for other purposes
- (2) £500,000 in respect of alterations, additions and improvements to an insured building situate anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

We will not indemnify You in respect of

- (1) any building more specifically insured
- (2) any appreciation in value.

You must

- (1) advise Us in writing immediately You become aware of a building inadvertently left uninsured and pay the appropriate premium due from the date Our liability commenced.
- (2) carry out, at not less than twelve month intervals, a check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force on each of them.

---

#### Insect Nests Removal

We will pay the cost of removing the nests of wasps, bees or hornets and other insects harmful to humans from The Premises.

We will not pay the cost of removing such nests that were already in the building prior to the inception of the policy.

The maximum We will pay in respect of any one claim is £500.

## Asset Protection Property Damage – Clauses

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### Property Damage – Clauses (continued)

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#### Legal Expenses for the Eviction of Squatters

We will pay legal costs and expenses payable to a lawyer or other suitably qualified person who has been appointed to act for You with Our prior written agreement in any civil action to evict anyone in the Property Insured who does not have Your permission to be there.

All legal proceedings will be dealt with by a Court or other body that We agree to within the United Kingdom, Channel Islands or Isle of Man.

We will not pay costs and expenses

- (1) for any dispute where the cause of the action arises within 90 days of the inception date of this Clause under this policy
- (2) for any dispute where the cause of the action involves Your tenant
- (3) for any dispute which is recoverable under Property Owner's Legal Protection Section of this policy
- (4) more specifically insured elsewhere.

The maximum We will pay in any one Period of Insurance is £2,500.

---

#### Local Authority Rates

We will indemnify You in respect of the Local Authority Rates You become liable for as a result of the lessee being able to determine or frustrate the lease, following Damage.

We will not indemnify You

- (1) in respect of any portion or portions of The Premises which were untenanted at the date of the Damage
- (2) where You elect not to reinstate The Premises
- (3) where The Premises are unfit for occupation as a result of an act or omission by You or someone acting on Your behalf, which has resulted in a valuation officer reinstating The Premises on the rating list.

The maximum amount We will pay under this clause is £5,000.

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#### Long Term Unoccupied

If at the time of Damage the buildings are Long Term Unoccupied

- (1) We will not indemnify You in respect of Damage caused by or resulting from
    - (a) malicious persons
    - (b) escape of water from any tank apparatus or pipe or escape of fuel from any fixed oil heating installation
    - (c) water accidentally discharged or leaking from any automatic sprinkler installation in The Premises that had not been caused by freezing where sufficient heating to The Premises had been provided to prevent freezing
    - (d) theft or attempted theft
    - (e) any other cause unless Damage results from a Defined Contingency not otherwise excluded by this clause.
  - (2) the Excess for any loss or damage is £1,000 or as stated in The Schedule, whichever is the higher amount.
- 

#### Loss Minimisation Costs and Prevention Expenditure

Following Damage at The Premises We will pay for costs and expenses incurred by You with Our prior consent to provide necessary additional physical protection to prevent further Damage.

We will not pay

- (1) more than the reduction in Damage avoided by the expenditure
- (2) for costs otherwise incurred under Policy Condition (10) Reasonable Precautions.

The maximum We will pay in any one Period of Insurance is £5,000.

## Asset Protection Property Damage – Clauses

### Property Damage – Clauses (continued)

#### Money and Assault

We will pay for loss of Money up to the following amounts

	<b>Limit any one loss</b>
(a) any single loss of business Money	
(i) in transit	£2,000
(ii) in bank night safes and afterwards within bank premises until at the bank's risk	£2,000
(iii) in Your home or the home of any Employee, partner or director	£500
(b) any single loss in respect of crossed cheques, crossed postal or money orders, crossed bankers drafts, stamped national insurance cards	£250,000

We will not pay for

- (1) losses due to the dishonesty of You, Your Employees, partners or directors
  - (a) not discovered within seven working days of the loss.
  - (b) where a more specific insurance is in force, except for any amount in excess of that insurance.
- (2) shortages due to clerical or accounting errors.
- (3) loss of Money from unattended vehicles.
- (4) loss of Damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

#### Assault

We will pay

- (a) the compensation stated below to You for Bodily Injury to an Insured Person caused by the theft or attempted theft of Money, which happens in the course of The Business and resulting in the following contingencies
  - (i) death £10,000
  - (ii) total and permanent loss of sight in one or both eyes £10,000
  - (iii) loss of one or both limbs £10,000
  - (iv) total disablement which prevents the Insured Person from pursuing their normal occupation £100 per week
  - (v) reimbursement of incurred medical expenses up to £250
- (b) up to £250 in respect of such Insured Person for Damage to their personal effects following an attempted theft to steal Money covered by this Clause.

#### Metered Services

We will indemnify You for charges for which You are responsible following Damage if water, electricity, gas, oil or other utility is accidentally discharged from a metered system providing service to The Premises.

The maximum We will pay in respect of any one claim is £25,000.

#### Munitions of War

Policy Exceptions 1 (a) and (c) will not apply in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of The Premises, provided that the presence of such munitions does not result from a state of war current at the time of the Damage.

## Asset Protection Property Damage – Clauses

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### Property Damage – Clauses (continued)

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#### Non-invalidation

The insurance by this Section will not be invalidated by any act, omission or alteration, either unknown to You or beyond Your control, which increases the risk of Damage.

However, You must

- (1) notify Us immediately You become aware of any such act, omission or alteration and
- (2) pay any additional premium We require.

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#### Other Interests

Subject to Your consent, the interest of all parties who wish to register an interest in the Cover by this Section will be noted provided that all such interests are notified to Us within 30 days of any Damage.

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#### Privity of Contract

We will indemnify You in respect of all such sums as You may become legally liable to pay following Damage, and pay as indemnity to tenants in respect of repair or reinstatement of premises previously owned but which are no longer Your property and where the current owner has failed to maintain adequate insurance cover, subject to the terms and conditions of this policy.

We will not indemnify You in respect of

- (1) contribution in respect of any more particular insurance effected by any succeeding owner or tenant or sub-tenant
- (2) any premises disposed of more than seven years prior to the start date of the current Period of Insurance.

The maximum We will pay under this Additional Clause is £2,000,000 during the Period of Insurance.

You must take all reasonable and appropriate steps to obtain release from Your liabilities under the covenants to insure such property on its disposal.

---

#### Professional Fees

Unless a separate item for professional fees is insured under this Section, the Sum Insured for each item on Buildings and Machinery and Plant includes an amount for necessary and reasonable professional fees, incurred in reinstating or repairing the Property Insured following Damage insured by this Section.

We will not indemnify You in respect of fees

- (1) more specifically insured
- (2) incurred in preparing a claim
- (3) incurred without Our consent.

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#### Reinstatement of Data

We will indemnify You in respect of the necessary and reasonable costs of reinstating data held on or used by or in connection with building management or control systems resulting from Damage.

The maximum We will pay in respect of any one claim is £5,000

You must

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

## Asset Protection Property Damage – Clauses

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### Property Damage – Clauses (continued)

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#### Reinstatement to Match

Where the Property Insured has suffered Damage, You 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. This Section further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced, repaired or restored provided that Our total liability is not increased beyond the amount that would otherwise have been payable for the replacement, repair or restoration of the property destroyed or damaged in its original form.

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#### Subrogation

In the event of a claim under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent or subsidiary
- (2) any company which is a subsidiary of a parent company of which You are a subsidiary as defined in the relevant legislation current at the time of Damage
- (3) any tenant of Yours provided that
  - (a) the tenant or lessee contributes to the cost of insuring the Property Insured against the event which caused the Damage
  - (b) the Damage did not result from a criminal, fraudulent or malicious act of the tenant or lessee.

---

#### Temporary Removal

We will indemnify You in respect of Damage to the Property Insured except for

- (1) documents, manuscripts, business books, Data Storage Materials, plans and designs and
- (2) Stock and Materials in Trade

while temporarily removed for cleaning, renovation or repair or similar purposes

- (1) to another part of The Premises
- (2) to any other premises in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

The maximum We will pay in respect of any one claim is 10% of the item Sum Insured after the deduction of the value of any building and Stock and Materials in Trade included within the item Sum Insured.

We will not indemnify You in respect of

- (a) property more specifically insured
- (b) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use
- (c) property removed for more than 90 consecutive days unless We agree a longer period in writing.

---

#### Tenant Debris Removal

We will indemnify You in respect costs necessarily and reasonably incurred following Damage at The Premises for the removal of contents debris including fixtures and fittings not Your Property for the purpose of accelerating the reinstatement of The Premises.

We will not indemnify You where a more specific insurance policy is in force.

The maximum We will pay in respect of any one claim is £25,000.

## Asset Protection Property Damage – Clauses

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### Property Damage – Clauses (continued)

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#### Trace and Access

We will indemnify You in respect of reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage  
and

- (2) any repairs directly arising from (1)

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

The maximum We will pay in respect of any one claim is £50,000.

---

#### Transfer of Interest

If at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it but

- (1) the contract has not yet been completed  
and

- (2) the building has not yet been insured by or on behalf of the purchaser.

We will indemnify the purchaser to the extent that this Section insures the Building if the purchase is subsequently completed.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

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#### Tree Felling and Lopping

We will pay reasonable costs and expenses incurred by You with Our consent for the lopping or removal of trees for which You are responsible if such trees are considered by an arborologist or other qualified person to be an immediate threat to life or to The Property Insured.

We will not pay for

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

The maximum We will pay for any one claim is £500 and £2,500 in any one Period of Insurance.

---

#### Unoccupied Building awaiting demolition and redevelopment.

The Basis of Settlement in respect of any Unoccupied Building awaiting demolition and redevelopment is amended to read as follows

In the event of Damage the basis upon which We will calculate the amount We will pay for any claim will be the costs and expenses necessarily incurred by You with Our consent following Damage to the Property Insured for

- (1) removal of debris
- (2) dismantling or demolishing
- (3) shoring up or propping.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (b) arising from pollution or contamination of property not insured by this item
- (c) more specifically insured
- (d) which exceed the sum insured

of the parts of the property which have suffered Damage for this Item.

Our liability under this clause in respect of the costs of removing debris, dismantling or demolishing or propping or shoring up shall be limited to the difference between such costs and those which would have been incurred had the Damage not occurred.

## Asset Protection Property Damage – Clauses

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### Property Damage – Clauses (continued)

#### Value Added Tax

The insurance by this Section extends to include Value Added Tax paid by You (including 'self-supply' Value Added Tax where appropriate) which is not subsequently recoverable provided that

- (1) (a) Your liability for such tax arises solely as a result of the reinstatement or repair of the buildings following Damage
  - (b) We have paid or have agreed to pay for such Damage
  - (c) if any payment by Us in respect of the reinstatement or repair of such Damage is less than the actual cost of reinstatement or repair, any payment under this Clause resulting from that Damage will be reduced in like proportion
- (2) Your liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the destroyed or damaged building
- (3) where an option to reinstate on another site is exercised, Our liability under this Clause will not exceed the amount of tax that would have been payable had the building been rebuilt on its original site
- (4) Our liability under this Clause will not include amounts payable by You as penalties or interest for non-payment or late payment of tax
- (5) You have taken all reasonable precautions to include Your Value Added Tax liability within the Building Sums Insured at the inception of this insurance and at each subsequent Renewal Date.

The following amendments are made to this Policy in respect of this Clause only

- A for the purposes of any Condition of Average, rebuilding costs will be exclusive of Value Added Tax
- B Our liability may exceed the Sum Insured where such excess is solely in respect of Value Added Tax.

---

#### Waiver of Average (RICS)

Where You

- (1) have taken all reasonable steps to ensure that The Building(s) item Sum Insured is adequate and
- (2) have obtained a valuation of The Building(s), that has been calculated as the cost of reinstating The Building(s) as defined within the Policy Definitions including debris removal costs and associated professional fees, from a Royal Institute of Chartered Surveyors professional or such other person agreed by Us within the three years prior to the date of the Damage and
- (3) have adjusted the Sum Insured in line with the valuation and
- (4) have made annual adjustments of the Sum Insured based on the General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or alternative index as may be agreed by Us in writing

then if at the time of Damage You provide Us with a copy of the valuation no adjustment will be made under either the Condition of Average or paragraph (5) of the Basis of Claim Settlement – Reinstatement clause.

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#### Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the Cover.

# Asset Protection - Property Damage – Additional Clauses

## Property Damage Additional Clauses

*The following Additional Clauses apply to the Property Damage – Specified Contingencies Section and/or Property Damage – All Risks Section if stated as applying in The Schedule.*

## Day One Basis of Settlement

For each Item of Property Insured to which this clause applies (as stated in The Schedule).

- (1) The first and annual premiums are based upon the Declared Value as stated in The Schedule.

Declared Value shall mean

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Settlement - Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (a) the additional cost of reinstatement to comply with
- (i) European Union Legislation
  - (ii) Act of Parliament
  - (iii) Bye laws of any public authority
- (b) professional fees
- (c) debris removal costs.

The Declared Value incorporated in each Item is stated in The Schedule.

- (2) You must notify Us of the Declared Value at the start of each Period of Insurance.

If You fail to notify Us of the Declared Value at the start of any Period of Insurance, We will use the last Declared Value notified to Us for the following Period of Insurance.

- (3) Paragraphs (5) and (6) of the Basis of Settlement – Reinstatement are restated as follows

- (5) if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this Clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Clause.

- (6) We will not indemnify You

- (a) until You have incurred the cost of replacing or repairing the property
- (b) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement
- (c) if You do not comply with any of the provisions of this Clause.

However the Sums Insured will be limited to 108% of the Declared Values stated in The Schedule.

- (4) The maximum We will pay in respect of each separate location subject to this Clause is as stated in The Schedule.

## Asset Protection - Property Damage – Additional Clauses

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### Property Damage Additional Clauses (continued)

#### Bank Interest Scotland

We agree that

- (1) the interest in this Section is vested in the insured parties stated in The Schedule
- (2) the interest of Heritable Creditors in the insurance by this Section shall not be prejudicially affected by anything done or omitted by the proprietor where the risk of Damage is increased except as regards any change upon the character of the risk which may be made by or with the written consent of the Heritable Creditors
- (3) this Section shall not lapse or the terms be altered until seven days notice has been given to the Heritable Creditors any additional premium or renewal premium in respect of any change in risk or extension of period is payable to Us as from the start date of the change or extension period
- (4) We will notify in writing the Heritable Creditors, as soon as We are aware of any Damage by this Section.

---

#### Stock Declaration

The insurance on Stock and Materials in Trade as insured under the item(s) stated in The Schedule as being subject to this Additional Clause is subject to the following

- (1) You must declare to Us the value of the property on
  - (a) the last day of each month if The Schedule states that monthly declarations are required
  - or
  - (b) the last day of each of the months of March, June, September and December if The Schedule states that quarterly declarations are required.
- (2) If You do not provide Us with written confirmation of the values within 30 days of the due date, We will take the Sum Insured stated in The Schedule to be the value declared.
- (3) If You declare a value greater than the Sum Insured, We will take the Sum Insured stated in The Schedule to be the value declared.
- (4) The first and annual premiums paid on these items are provisional.

At the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared.
- (5) If the actual premium is more than the provisional premium paid, You will pay the difference.

If the actual premium is less than the provisional premium paid, We will refund the difference but this will not exceed 33 1/3% of the first or annual premium respectively.
- (6) The item Sum Insured will not be reduced by the amount of any claim. However, You must pay the additional premium required to reinstate the Sum Insured.
- (7) Every insurance on Stock and Materials in Trade must be similar in wording with this insurance.

## Asset Protection - Property Damage – Additional Clauses

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### Property Damage Additional Clauses (continued)

#### Foundations

Where any Buildings Sum Insured stated in The Schedule is subject to Average, the Sum Insured includes

- (1) that portion of the foundations within a 60 centimetre radius around and below a structural column or superstructure support
- (2) that portion of the foundations less than eight centimetres below the floor level of the lowest storey
- (3) machinery foundations.

We will not indemnify You in respect of any other portion of foundations.

---

#### Deductible

We will deduct the amount of any deductible stated in The Schedule in respect of each and every claim at each separate premises as calculated after the application of all other terms of this Section.

We may charge You an additional premium if You arrange insurance in respect of the deductible.

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#### European Union and Public Authorities – including Undamaged Property and Automatic Sprinkler Installations

Paragraph (3) of the Basis of Claim Settlement – Reinstatement clause contained in the Property Damage and Theft – Clauses is deleted and replaced by the following:

- (3) (a) (1) and (2) above includes the costs  
necessary to comply with any
  - (i) European Union Legislation
  - (ii) Act of Parliament
  - (iii) Bye laws of any public authority.
- (b) where We require You to comply with current LPC Rules for Automatic Sprinkler Installations, the additional cost of reinstating water supply equipment which
  - (i) conformed to previous LPC Rules
  - (ii) conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

However, the maximum We will pay will not exceed in total

- (a) in respect of Property Insured which has suffered Damage, the Sum Insured
- (b) in respect of undamaged portions of Property Insured, other than foundations, 15% of the amount We would have been liable to pay if the Property Insured by the item at The Premises where Damage occurred had been completely destroyed.

We will not indemnify You in respect of

- (1) the costs incurred
  - (a) for Damage not insured by this Section
  - (b) where notice was served on You before the Damage occurred
  - (c) where an existing requirement must be completed within a stipulated period.
- (2) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

# Asset Protection Property Damage – Additional Conditions

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## Additional Conditions

The following Additional Conditions apply to the Property Damage - Specified Contingencies Section and/or Property Damage - All Risks Section if shown in The Schedule and in addition to the Conditions contained in this Section and Policy Conditions at the back of this policy.

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### Waste Storage and Removal (Weekly)

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim. Unless agreed by Us You must ensure that

- (1) all Rags remaining within the buildings at the end of each working day must be kept in non combustible receptacles with closed lids.
- (2) all Waste remaining within the buildings at the end of each working day must be kept in non combustible receptacles with closed lids.
- (3) all Rags and Waste must be removed from the buildings at the end of each working week.
- (4) all wheeled waste receptacles, combustible goods or materials stored outside of the buildings must be positioned at least 10 (ten) metres away from the buildings unless such wheeled waste receptacles are constructed of non-combustible materials and with closed lids.
- (5) all Rags and Waste stored outside the buildings must be
  - (a) kept in separate non combustible, lidded containers or other suitable proprietary refuse containers
  - (b) removed from The Premises at least once a month, unless failure to remove is beyond Your control in which case they must be removed as soon as it is practicable.

### Definitions

For the purposes of these conditions the following definitions apply

#### Rags

Oil, grease or flammable solvent contaminated rags, wipes and cleaning cloths.

#### Waste

Combustible trade and process waste, refuse, shavings, cuttings including recyclable processed materials.

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### Waste Storage and Removal (Daily)

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim. Unless agreed by Us You must ensure that

- (1) all Rags within the buildings must be kept in non combustible receptacles with closed lids.
- (2) all Waste within the buildings must be kept in non combustible receptacles with closed lids.
- (3) all Rags and Waste must be removed from the buildings at the end of each working day or shift.
- (4) all wheeled waste receptacles, combustible goods or materials stored outside of the buildings must be positioned at least 10 (ten) metres away from the buildings unless such wheeled waste receptacles are constructed of non-combustible materials and with closed lids.
- (5) all Rags and Waste stored outside the buildings must be
  - (a) kept in separate non combustible, lidded containers or other suitable proprietary refuse containers
  - (b) removed from The Premises at least once a week, unless failure to remove is beyond Your control in which case they must be removed as soon as it is practicable.

### Definitions

For the purposes of these conditions the following definitions apply

#### Rags

Oil, grease or flammable solvent contaminated rags, wipes and cleaning cloths.

#### Waste

Combustible trade and process waste, refuse, shavings, cuttings including recyclable processed materials.

## Asset Protection Property Damage – Additional Conditions

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### Additional Conditions (continued)

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#### Firebreak Doors and Shutters

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) close and secure all firebreak doors and shutters outside of business hours
- (2) keep all firebreak doors and shutters in efficient working order.

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#### Portable Space Heaters

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) not place portable space heaters
  - (i) where they are liable to be overturned or suffer mechanical damage
  - (ii) where flammable atmospheres exist
  - (iii) on combustible surfaces
- (2) keep portable space heaters clear of combustible materials
- (3) maintain a clear space of at least one metre around portable space heaters by using a non-combustible guard
- (4) not refill portable space heaters while alight nor for a period of 30 minutes after the heater has been switched off
- (5) switch off all portable space heaters when The Premises are unattended.

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#### Premises Inspection

If in relation to any claim for Damage to the Property Insured by fire You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) examine
  - (i) any buildings for which You are responsible
  - (ii) any designated smoking area within The Premisesfor any smoking/smouldering materials at least once every 24 hours or at each close of any working day if sooner
- (b) extinguish any smoking/smouldering materials found and place them in non combustible receptacles
- (c) remove the contents of such receptacles at the end of the working day or at least once every 24 hours and dispose of safely
- (d) comply with all current legislation and or regulation in respect of the management and control of smoking within The Premises.

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#### Cooking Equipment

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion, You have failed to fulfil any of the following conditions, You will lose your right to indemnity or payment for that claim.

Where Cooking Equipment is located within The Premises

- (1) all Cooking Equipment must be installed, operated and maintained in accordance with the manufacturers' instructions.

## Asset Protection Property Damage – Additional Conditions

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### Additional Conditions (continued)

- (2) all Deep Frying Equipment must be fitted with a thermostat which prevents the temperature of fat or oil exceeding 205 degrees Centigrade (401 degrees Fahrenheit).  
Where a separate high temperature safety thermostat is fitted, this must be set to a temperature of no greater than 230 degrees Centigrade (450 degrees Fahrenheit).
- (3) all extract hoods, canopies, canopy exhaust plenums, filters and grease traps must be thoroughly cleaned over their entire internal and external areas by the removal of all greasy and oily deposits and other waste materials at least every month.
- (4) the entire internal area of all flues and extract system ducting, including extraction motors and fans must be thoroughly cleaned by a competent person, with the removal of all greasy and oily deposits and other waste materials, at least every six (6) months.
- (5) If the entire internal area of all flues and extract system ducting, including extraction motors and fans, have not been so cleaned within six (6) months prior to the inception of this insurance or the addition of this condition, then they must be so cleaned within 30 days of the inception of this insurance or the addition of this condition, and at least every six (6) months thereafter.
- (6) suitable fire extinguishers and/or blankets must be kept in the frying and cooking area and staff are fully trained how to use them.
- (7) no Cooking Equipment using fats, oils or coals must be left Unattended while the heat source is operating.
- (8) all Cooking Equipment including flues and extract system ducting, must be kept from contact with and not in close proximity to combustible material including any such material within or forming part of the building.

#### Definitions

For the purposes of these conditions the following definitions apply

#### Cooking Equipment

All cooking and frying equipment including Deep Frying Equipment.

#### Deep Frying Equipment

Equipment used for frying by immersing in fat or oil.

#### Unattended

Without a competent person remaining continuously near the Cooking Equipment, either in full view of it or positioned where they are able to take action to prevent, extinguish or control a fire starting from such equipment.

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#### Unoccupied Premises

If in relation to any claim for Damage while The Premises are Unoccupied, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) carry out internal and external inspections of the buildings at least every seven days and
  - (a) maintain a weekly log of such inspections
  - (b) immediately repair, or arrange to repair, any damage or defects found
    - (i) in the buildings, including the removal of graffiti
    - (ii) in security or alarm or fire protection installations.
- (2) remove all waste, unfixed combustible materials, and gas bottles either within or outside the buildings, from The Premises.
- (3) securely lock all external doors, close and secure all windows, and secure and seal all letter boxes and openings.

## Asset Protection Property Damage – Additional Conditions

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### Additional Conditions (continued)

- (4) Wherever possible
- (a) turn off all sources of power, fuel and water at the mains,
  - (b) chain and padlock the isolation valves,
  - (c) drain all water and fuel supply tanks, apparatus and pipes.
- However, where the buildings are protected by
- (i) an Intruder Alarm, CCTV or Fire Detection System You must provide sufficient power for their effective operation.
  - (ii) a sprinkler installation, You must provide sufficient power or water supplies for its effective operation and sufficient heat to prevent it freezing.
- (5) advise Us immediately if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.

However not withstanding the above

- (1) where only a Portion of the Building insured is untenanted condition (3) will read as follows
- (3) securely lock all exit and entry doors, close and secure all windows and secure and seal all letter boxes and openings to the untenanted Portion of a Building or Residential Unit.
- (2) where The Premises are empty, vacant or disused but are tenanted conditions (1), (2), (3) and (4) above apply only to the extent that they may be reasonably and practically implemented without frustrating or invalidating the lease

unless We agree otherwise in writing.

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#### Stock Storage – Basements and Ground Floors

If in relation to any claim for Damage to the Property Insured caused by storm, flood or escape of water, You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must ensure that all stock stored in basements and/or on the ground floors of The Premises is stored at least 75mm above floor level.

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#### Stock Storage – Basements only

If in relation to any claim for Damage to the Property Insured caused by storm, flood or escape of water, You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must ensure that all stock stored in basements of The Premises is stored at least 75mm above floor level.

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#### Intruder Alarm System

If in relation to any claim for Damage to the Property Insured caused by Defined Contingencies (1) (3) (6) (12) and (14) You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

above floor level.

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#### Intruder Alarm Conditions

- (1) While The Premises are unattended they must be protected by an Intruder Alarm System
- (a) maintained in full and efficient working order under an ongoing maintenance contract provided by an Alarm Company.
  - (b) registered with an Alarm Receiving Centre.
  - (c) eligible for police response, via the issue and retention of a valid police unique reference number (URN).
  - (d) which is set in its entirety, with all means of communication used to transmit Activations to an Alarm Receiving Centre in full operation.
- (2) If requested, You must supply Us with a copy of the Intruder Alarm System specification.

## Asset Protection Property Damage – Additional Conditions

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### Additional Conditions (continued)

- (3) The Protected Premises must not be left without at least one Responsible Person in attendance where
- (a) the Intruder Alarm System is not set in its entirety
  - (b) the police have withdrawn their response to Activations
- unless We agree otherwise.
- (4) During any period that the Intruder Alarm System is set, a Key Holder must, following notification of Activations or interruption of any of the means of communication used to transmit Activations to an Alarm Receiving Centre
- (a) attend The Premises as soon as reasonably possible in order to confirm the security of The Premises
  - and
  - (b) reset the Intruder Alarm System in its entirety with all means of communication used to transmit Activations to an Alarm Receiving Centre in full operation.
- If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit Activations to an Alarm Receiving Centre are not in full operation, a Key Holder must remain at The Premises unless We agree otherwise.
- (5) You must advise Us as soon as possible and, in any event, not later than 10:00am on Our next working day
- (a) of notice from
    - (i) the police giving warning of withdrawal of their services, or a reduction or delay in the level of their response to Activations
    - (ii) a Local Authority or Magistrate imposing any requirement for abatement of nuisance caused by the Intruder Alarm System
  - (b) when the Intruder Alarm System and the means of communication used to transmit Activations to an Alarm Receiving Centre cannot be returned to or maintained in full working order.
- You must comply with Our subsequent requirements.
- (6) Any alteration or substitution of
- (a) any part of the Intruder Alarm System
  - (b) the structure of The Premises or changes to the layout of The Premises which would reduce the effectiveness of the Intruder Alarm System
  - (c) the means of communication used to transmit Activations to an Alarm Receiving Centre
  - (d) the procedures agreed with Us for police or any other response to any Activations
  - (e) the Intruder Alarm System maintenance contract
- must not be made without Our written agreement.
- (7) You and each Key Holder must maintain
- (a) the secrecy of all the codes and
  - (b) the security of all keys and other setting devices
- for the operation of the Intruder Alarm System. All such keys and setting devices must be removed from The Premises when they are left unattended.
- (8) You must appoint at least two Key Holders and lodge written details (which must be kept up to date) with the Alarm Company, the Alarm Receiving Centre and, if they so require, the police or local authority.

For the purposes of this additional condition the following definitions apply.

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#### **Intruder Alarm System**

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into the Protected Premises, including all devices used to transmit Activations to an Alarm Receiving Centre.

# Asset Protection Property Damage – Additional Conditions

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## Additional Conditions (continued)

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### Alarm Company

An organisation recognised as an 'approved company' by the National Security Inspectorate (NSI) or as a 'registered firm' by the Security Systems and Alarm Inspection Board (SSAIB).

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### Alarm Receiving Centre

An organisation recognised as an 'approved company' by the NSI or as a 'registered firm' by the SSAIB and which agrees to receive Activations from the Intruder Alarm System and make arrangements for notifying them to a Key Holder and/or the police.

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### Activations

Signals or other information generated by the Intruder Alarm System which indicate

- (a) a suspected or confirmed intrusion into the Protected Premises
- (b) a fault or tamper event may have occurred
- (c) incorrect or unexpected setting or unsetting of the Intruder Alarm System.

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### Key Holder

You, or any person or key holding company authorised by You, who must be

- (1) available at all times to
  - (a) accept notification of Activations
  - (b) attend and allow access to The Premises
- (2) fully trained in the operation of the Intruder Alarm System.

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### Protected Premises

The Premises, or those portions of The Premises, protected by the Intruder Alarm System.

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### Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

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### Automatic Sprinkler Systems – Parts A, B and C

If in relation to any claim for Damage caused by fire or explosion You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

When a discount has been allowed in consideration of an automatic sprinkler installation if You have failed to fulfil any of the following conditions, the discount may be removed and an additional premium charged to You.

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#### Part A

You must

- (1) give Us advance notice, in writing, if any part of the system is to be altered, repaired or rendered inoperative.
- (2) tell Us immediately by telephone or facsimile in the event of any emergency and take precautions as advised by Us.
- (3) allow Us to have access to The Premises at all times to inspect or witness the testing of the system.

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#### Part B

You must carry out

- (1) the following tests, checks or inspections at weekly intervals and promptly rectify any defects, faults or shortcomings revealed by such tests, checks and inspections
  - (a) a test of each installation alarm gong, recording the time taken for the alarm to sound.
  - (b) an inspection to ensure that all
    - (i) installation main stop valves
    - (ii) incoming water supply stop valves
    - (iii) subsidiary stop valvesare fully opened and secured by means of a suitable strap and padlock

## Asset Protection Property Damage – Additional Conditions

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### Additional Conditions (continued)

- (2) a test to establish the condition of
  - (a) the circuit between the alarm switch and the control unit
  - (b) the connection with the
    - (i) public fire station or
    - (ii) alarm receiving centre or
    - (iii) public fire brigade control

Where the circuit is not continuously monitored these tests must be carried out each working day.

  - (c) the batteries.

A maintenance contract and a half yearly inspection of this signalling system must be kept in force with approved engineers.
- (3) a check of any alternate or dry installation valves for correct air pressure and settings, including
  - (a) accelerators
  - (b) exhausters
  - (c) air compressors
  - (d) ancillary valves.
- (4) a test of the automatic, and where provision has been made, the manual starting of the sprinkler water supply pump(s) ensuring that any diesel driven pump(s) is allowed to run for a period of not less than 30 minutes.
- (5) a check of the electrically driven pump(s) to ensure that all
  - (a) isolators are correctly set
  - (b) circuit breakers are correctly set
  - (c) electrical supply phase indicators are illuminated.
- (6) a check of all the diesel driven pump(s)
  - (a) engine oil level
  - (b) fuel tank content
  - (c) internal coolant circuits
  - (d) battery electrolyte level
  - (e) battery charger
  - (f) oil hoses
  - (g) water hoses
  - (h) oil coolers
  - (i) exhaust systems
  - (j) turbo chargers
  - (k) drive belt tensions.

Where replenishment or rectification is required this shall be carried out immediately on conclusion of the tests.
- (7)
  - (a) a check of the
    - (i) air pressure tank water level
    - (ii) air pressure
  - (b) a test of the air and water charging equipment.
- (8) a check
  - (a) of the water storage tank(s) water level
  - (b) of the automatic refilling mechanism
  - (c) that incoming supply valves are correctly set
  - (d) that incoming supply valves are functional and that any frost precautions are in operation.

## Asset Protection Property Damage – Additional Conditions

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### Additional Conditions (continued)

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#### Part C

You must display prominently at each sprinklered storage area a notice of the terms agreed with Us which specifies

- (1) the description of goods which may be stored
  - (2) the type of storage
  - (3) the maximum height of storage
  - (4) the minimum permitted clearance between goods stored and the sprinkler deflectors and comply with the terms of the notice.
- 

#### Hot Work Condition

If in relation to any claim for Damage to Property Insured by fire and/or explosion, You have failed to fulfill the following condition, You will lose Your right to indemnity or payment for that claim

Whenever there is any hot work undertaken at The Premises involving

- (1) a naked flame
- (2) electric, oxy-acetylene or similar welding, cutting or grinding (including using abrasive disks or wheels) or other spark emitting equipment
- (3) blow lamp, blow torch, hot air gun or hot air stripper, asphalt, bitumen, tar or pitch heater.

All of the following Minimum Requirements must be complied with as stated herein

#### The Minimum Requirements comprise

- (1) Before any such hot work commences
  - (a) a designated competent person is to be made responsible for fire safety and for ensuring that all Minimum Requirements are achieved and to ensure a safe method of work is implemented by way of a hot work permit to work system.
- (2) Before the commencement of each instance of such hot work in each work area
  - (a) a formal fire risk assessment is to be undertaken by a designated competent person to identify any fire risks, assess if the work can be completed using alternative safer methods and identify actions to ensure a safe method of hot work if such is to be adopted
  - (b) all flammable liquids and movable combustible materials are to be removed from the area in which the hot work is to be carried out and secured
  - (c) where possible all immovable combustible materials including flooring, partitions and ceilings within ten (10) metres of the area in which the hot work is to be carried out are to be fully covered with overlapping protective non-combustible sheets or screens
  - (d) all holes, openings in walls, partitions and ceilings through which sparks could pass are to be fully covered with overlapping non-combustible sheets or screens
  - (e) no hot work is to be carried out on composite insulation panels, unless it first be established by a designated competent person that the insulating or other materials behind or forming the core of the panels are non combustible
  - (f) where hot work is to be carried out on one side of a wall, partition or ceiling, all moveable combustible materials on the other side of such wall, partition or ceiling at risk of ignition are to be removed and all immovable combustible such materials are to be fully covered with overlapping protective non-combustible sheets or screens.
- (3) During the process of hot work being carried out
  - (a) gas cylinders not required for immediate use shall be kept at least ten (10) metres from where the application of heat is being applied
  - (b) a minimum of two (2) fire extinguishers of a type and capacity suitable for the combustible materials (or a hydraulic hose reel) that are in full working order shall be provided in the area in which work is undertaken involving the application of any heat and for thirty (30) minutes after the cessation of all hot work

## Asset Protection Property Damage – Additional Conditions

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### Additional Conditions *(continued)*

- (c) the lighting and use of all hot work equipment must be done in strict accordance with the manufacturer's instructions and when such equipment is still hot it must not be left unattended
  - (d) all hot work equipment involving the application of heat to be extinguished or switched off when it is not being used
  - (e) one designated competent person other than the person using hot work equipment shall be appointed to act as a specific fire watch to look out for any outbreak of fire and who will be trained in the use of the fire extinguishers and have immediate access to such equipment as described in (2) above.
- (4) After ceasing each instance of such hot work
- Upon completion of each instance of the hot work a continuous examination for any signs of smouldering or combustion must be made within above and below the area in which the hot work has been undertaken for a period not less than thirty (30) minutes after that completion. Such examinations to include any areas on the other side of any wall, partition or ceiling within ten (10) metres of the area in which the hot work has been carried out.
- In the event that there is the continuing use of the hot work equipment for separate instances of hot work all within one work area this requirement will be satisfied by one such continuous examination of that entire work area on completion of the final instance of hot work provided that the designated competent person maintains an effective fire watch over the entire work area throughout such instances of hot work.

# Asset Protection Money and Assault

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## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

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<b>Business Hours</b>	Your normal working hours and any other period during which You or any Employee, entrusted with Money is on The Premises in connection with The Business.
<b>Insured Person</b>	You or Your directors, partners or Employees aged between 16 and 75.
<b>Loss of Hearing</b>	Total and permanent loss of hearing in one or both ears.
<b>Loss of Limb</b>	In respect of <ol style="list-style-type: none"><li>(1) an arm<ol style="list-style-type: none"><li>(a) physical severance of all four fingers or</li><li>(b) total and permanent loss of use of an entire hand or arm  at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or</li></ol></li><li>(2) a leg<ol style="list-style-type: none"><li>(a) physical severance or</li><li>(b) total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).</li></ol></li></ol>
<b>Loss of Sight</b>	Includes total and permanent loss of sight which will be deemed to have occurred <ol style="list-style-type: none"><li>(1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist</li><li>(2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.</li></ol>
<b>Loss of Speech</b>	Total and permanent loss of speech.
<b>Permanent Total Disablement</b>	Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which <ol style="list-style-type: none"><li>(1) wholly prevents the Insured Person from engaging in or giving attention to their usual occupation and</li><li>(2) lasts without interruption for more than 12 months from the date of the accident and</li><li>(3) in all probability will continue for the remainder of the Insured Person's life.</li></ol>
<b>Temporary Partial Disablement</b>	Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.
<b>Temporary Total Disablement</b>	Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

# Asset Protection Money and Assault

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## Money Cover

We will indemnify You in respect of

- (1) loss of Money, up to the Limit Any One Loss stated in The Schedule, which
- (a) belongs to You
  - or
  - (b) You are responsible for
- in connection with The Business while
- (i) in transit
  - (ii) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later
  - (iii) on contract sites while You or Your Employees are working there
  - (iv) on The Premises
  - (v) at Your home or that of Your directors, partners or Employees
  - (vi) in a bank night safe until removed by the bank
  - (vii) in vending or gaming machines on The Premises. The maximum We will pay in respect of any one claim is £500 unless otherwise specified in The Schedule

**[(viii) below only applies to Charities and Not For Profit Organisations]**

(viii) in collection tins or boxes. The maximum We will pay in respect of any one claim is £100, and £500 in any one Period of Insurance

- (2) the cost of replacement or repair following loss of or damage to any
- (a) safe or strongroom specified in The Schedule
  - (b) case, bag or waistcoat used for carrying Money
- following theft or attempted theft of Money occurring during the Period of Insurance.

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## Clauses

*The following clauses apply to Money.*

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### Clothing and Personal Belongings

We will indemnify You in respect of loss of or damage to clothing and personal belongings owned by You or any director, partner or Employee of Yours following theft or attempted theft involving violence or threat of violence which arises in connection with The Business.

The maximum We will pay for any one person is £500.

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**(Only applicable to Charities and Not For Profit Organisations)**

### Fundraising Events

We will increase the Limit Any One Loss by 100% for the period two days before to seven days after a fundraising event for the following

- (a) Money not contained in locked safe in private dwelling houses of Your principals or authorised Employees
- (b) Money contained in locked safes outside Business Hours
- (c) Money on The Premises during Business Hours or in a bank night safe
- (d) Any other loss of Money.

# Asset Protection Money and Assault

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## Condition

*The following condition applies to Money in addition to the Policy Conditions at the back of this policy.*

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## Records and Key Security

If in relation to any claim for loss of Money You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) keep a complete record of Money in a secure place other than in a safe or strongroom containing Money
- (b) ensure that outside Business Hours, all safes and/or strongrooms are kept locked and the keys are removed from The Premises unless The Premises are occupied by You or any director, partner or authorised Employee of Yours, in which case the keys must be kept in a secure place away from any safe or strongroom.
- (c) ensure that whenever The Premises are closed for business or left unattended, all security devices to protect The Premises are properly fitted and put into full operation.

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## Additional Condition(s)

*The following additional conditions apply to Money in addition to the Condition contained in this Section and the Policy Conditions at the back of this policy.*

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## Intruder Alarm Condition

If in relation to any claim for loss of Money caused by theft or attempted theft at The Premises You have failed to fulfil any of Intruder Alarm Conditions (1) to (8) shown below, You will lose Your right to indemnity or payment for that claim.

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## Intruder Alarm Conditions

- (1) While The Premises are unattended they must be protected by an Intruder Alarm System
  - (a) maintained in full and efficient working order under an ongoing maintenance contract provided by an Alarm Company.
  - (b) registered with an Alarm Receiving Centre.
  - (c) eligible for police response, via the issue and retention of a valid police unique reference number (URN).
  - (d) which is set in its entirety, with all means of communication used to transmit Activations to an Alarm Receiving Centre in full operation.
- (2) If requested, You must supply Us with a copy of the Intruder Alarm System specification.
- (3) The Protected Premises must not be left without at least one Responsible Person in attendance where
  - (a) the Intruder Alarm System is not set in its entirety
  - (b) the police have withdrawn their response to Activations unless We agree otherwise.
- (4) During any period that the Intruder Alarm System is set, a Key Holder must, following notification of Activations or interruption of any of the means of communication used to transmit Activations to an Alarm Receiving Centre
  - (a) attend The Premises as soon as reasonably possible in order to confirm the security of The Premises  
and
  - (b) reset the Intruder Alarm System in its entirety with all means of communication used to transmit Activations to an Alarm Receiving Centre in full operation.

If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit Activations to an Alarm Receiving Centre are not in full operation, a Key Holder must remain at The Premises unless We agree otherwise.

# Asset Protection Money and Assault

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## Additional Condition(s) (continued)

- (5) You must advise Us as soon as possible and, in any event, not later than 10:00am on Our next working day
- (a) of notice from
    - (i) the police giving warning of withdrawal of their services, or a reduction or delay in the level of their response to Activations
    - (ii) a Local Authority or Magistrate imposing any requirement for abatement of nuisance caused by the Intruder Alarm System
  - (b) when the Intruder Alarm System and the means of communication used to transmit Activations to an Alarm Receiving Centre cannot be returned to or maintained in full working order.
- You must comply with Our subsequent requirements.
- (6) Any alteration or substitution of
- (a) any part of the Intruder Alarm System
  - (b) the structure of The Premises or changes to the layout of The Premises which would reduce the effectiveness of the Intruder Alarm System
  - (c) the means of communication used to transmit Activations to an Alarm Receiving Centre
  - (d) the procedures agreed with Us for police or any other response to any Activations
  - (e) the Intruder Alarm System maintenance contract
- must not be made without Our written agreement.
- (7) You and each Key Holder must maintain
- (a) the secrecy of all the codes
- and
- (b) the security of all keys and other setting devices
- for the operation of the Intruder Alarm System. All such keys and setting devices must be removed from The Premises when they are left unattended.
- (8) You must appoint at least two Key Holders and lodge written details (which must be kept up to date) with the Alarm Company, the Alarm Receiving Centre and, if they so require, the police or local authority.

For the purposes of this additional condition the following definitions apply.

### **Intruder Alarm System**

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into the Protected Premises, including all devices used to transmit Activations to an Alarm Receiving Centre.

### **Alarm Company**

An organisation recognised as an 'approved company' by the National Security Inspectorate (NSI) or as a 'registered firm' by the Security Systems and Alarm Inspection Board (SSAIB).

### **Alarm Receiving Centre**

An organisation recognised as an 'approved company' by the NSI or as a 'registered firm' by the SSAIB and which agrees to receive Activations from the Intruder Alarm System and make arrangements for notifying them to a Key Holder and/or the police.

### **Activations**

Signals or other information generated by the Intruder Alarm System which indicate

- (a) a suspected or confirmed intrusion into the Protected Premises
- (b) a fault or tamper event may have occurred
- (c) incorrect or unexpected setting or unsetting of the Intruder Alarm System.

# Asset Protection Money and Assault

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## Additional Condition(s) (continued)

### Key Holder

You, or any person or key holding company authorised by You, who must be

- (1) available at all times to
  - (a) accept notification of Activations
  - (b) attend and allow access to The Premises
- (2) fully trained in the operation of the Intruder Alarm System.

### Protected Premises

The Premises, or those portions of The Premises, protected by the Intruder Alarm System.

### Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

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### Security Company Exception

We will not indemnify You in respect of loss of Money in the custody of any security company.

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### Security Company Contingency Cover

We will indemnify You in respect of loss of Money in the custody of the security company You have an agreement with if You are unable to recover the Money from the security company.

If in relation to any claim for loss of Money in the custody or control of the security company that You have an agreement with, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) provide Us with a copy of the agreement between You and the security company
- (2) obtain Our written agreement before any changes are made to the agreement
- (3) comply with the terms of the agreement.

---

### Money in Transit

If in relation to any claim for loss of Money in transit (other than Money described in item 1 of The Schedule), You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) such Money in transit is accompanied by the following number of persons, who must either be You and/or any director, partner or Employee of Yours
  - (a) over £2,500 up to £5,000 by at least 2 persons
  - (b) over £5,000 up to £8,000 by at least 3 persons
  - (c) over £8,000 up to £12,000 by at least 4 persons
  - (d) over £12,000 as stated in The Schedule
- (2) private transport is used for amounts of Money in transit greater than £2,500 where the distance exceeds half a mile.

The maximum We will pay in respect of any one claim will not exceed the Limit Any One Loss stated in The Schedule.

---

### Additional Condition(s) (continued)

#### Visible Evidence

We will not indemnify You in respect of any loss of Money by theft or attempted theft unless there is visible evidence of entry into or exit from any building at The Premises involving forcible and violent means.

---

#### Minimum Security

If in relation to any claim for Damage to the Property Insured caused by theft or attempted theft at The Premises, which occurs more than 30 days after the inception of this policy, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

In respect of all those parts of The Premises occupied by You in connection with The Business You must ensure that unless otherwise agreed by Us in writing

- (1) all Perimeter doors and opening Accessible Perimeter windows are provided with an appropriate security measure, as described in (1) – (6) below
- (2) whenever any part or parts of The Premises occupied by You in connection with The Business is or are unattended, all such doors and windows to that part or parts are closed and secured by such appropriate security measure being put into full and effective operation.
  - (1) Hinged doors are to be secured as follows
    - (a) single leaf doors and the final closing leaf of double doors
      - (i) timber framed doors –by a lock certified as meeting British Standard BS3621
      - (ii) aluminium or steel framed doors –by a five (or more) pin cylinder mortice swing lock
      - (iii) plastic framed doors –by a lock assembly certified as meeting PAS 3621 or a multi-point lock having at least 3 moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock
      - (iv) steel or composite construction (security) doors - by a security measure described in either 1(a) (i) or 1(a) (iii) above or by a five (or more) pin cylinder mortice lock.
    - (b) the first closing leaf of double doors
      - (i) by having, adjacent to the top and bottom corners of the door, a rebate bolt or an internal key operated mortice rack bolt or a lockable bolt
      - (ii) by a multi-point lock having at least two moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock.
  - (2) Rolling shutter and rolling panel doors are to be secured as follows
    - (a) manually operated doors – by having the operating chain fastened to an internal chain stop, housing or wall bracket by means of a padlock having a hardened steel shackle.
    - (b) electrically operated doors – by having an internal operating switch permitting power to be isolated and secured in the 'off' position by means of an integral lock or a padlock .
    - (c) wicket gates/personnel doors within such doors – by a lock certified as meeting British Standard BS3621.

# Asset Protection Money and Assault

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## Additional Condition(s) (continued)

- (3) Cellar trap doors are to be secured as follows
  - (a) by having an internal steel padlock bar fastened by a padlock having a hardened steel shackle.
  - (b) by having, adjacent to the top and bottom corners of the door(s), an internal key operated mortice rack bolt or a lockable bolt noting that, where one leaf of double doors when closed prevents the opening of the other, only that leaf needs securing as stated.
- (4) Doors described in 1 (a) and 2 (c) above which are not used as final exit doors are to be secured by  
a security measure described in 1 (a) or 2 (c) above or any type of door lock or lockable fastening not described therein which is supplemented by having, adjacent to the top and bottom corners of the door, an internal key operated mortice rack bolt or a lockable bolt.
- (5) Windows are to be secured as follows
  - (a) roof lights – by an internal fastening device designed and supplied as suitable for the task.
  - (b) louvre windows – by internal or external fixed steel bars or grilles.
  - (c) other windows – internally by means of a fastening device having an integral lock , by a window lock or by a key operated mortice rack bolt.
- (6) Emergency Fire Exits are to be secured as follows  
any door or window described in (1) – (5) above which is formally designated as being solely for use as an emergency fire exit by the person(s) legally responsible under fire safety legislation for fire safety at The Premises is excluded from the stated requirements, but must instead be secured by a fastening device designed and supplied as suitable for the task.

### Definitions

For the purpose of these conditions the following definitions apply

### Perimeter

Doors and windows that provide access from those parts of The Premises occupied by You in connection with The Business to the open air, into any area of The Premises not occupied by You in connection with The Business or into any adjoining premises.

---

## Exceptions

*The following exceptions apply to Money in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of

- (1) loss or shortages due to
  - (a) clerical or accounting
    - (i) errors
    - (ii) omissions
  - (b) accountancy depreciation
  - (c) currency fluctuation
  - (d) consequential loss of any kind.
- (2) loss due to the fraud or dishonesty of any director, partner or Employee of Yours which is
  - (a) not discovered within seven working days of the loss
  - (b) more specifically insured elsewhere.

# Asset Protection Money and Assault

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## Exceptions

*(Continued)*

- (3) loss from any Unattended Vehicle.
- (4) loss or damage arising outside England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.
- (5) loss resulting directly or indirectly from
  - (a) forgery
  - (b) fraudulent alteration or substitution
  - (c) fraudulent use of a computer or electronic transfer.
- (6) loss resulting from use of any form of payment which proves to be
  - (a) counterfeit
  - (b) false
  - (c) invalid
  - (d) uncollectible
  - (e) irrecoverablefor any reason.
- (7) loss of Money resulting directly or indirectly from, or in connection with
  - (a) Virus or Similar Mechanism
  - (b) Denial of Service Attack
  - (c) unauthorised access to or use of Computer and Electronic Equipment.

---

## Assault Cover

We will pay You, or Your personal representatives, compensation for bodily injury to an Insured Person caused by theft or attempted theft, involving violence or the threat of violence, which occurs in the course of The Business during the Period of Insurance and solely, directly and independently of any other cause results in any of the following Contingencies

- (1) Death occurring within 24 months of Bodily Injury
- (2) Loss of Hearing and/or Loss of Sight and/or Loss of Speech occurring within 24 months of Bodily Injury
- (3) Loss of Limb occurring within 24 months of Bodily Injury
- (4) Permanent Total Disablement after 24 months of Bodily Injury
- (5) Temporary Total Disablement within 24 months of Bodily Injury
- (6) Temporary Partial Disablement within 24 months of Bodily Injury.

We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

---

## Clauses

*The following clauses apply to Assault.*

---

### (1) Amounts Payable

- (1) We will pay
  - (a) the compensation stated in The Schedule
  - (b) weekly compensation at four weekly intervals
  - (c) compensation under Contingencies (5) and (6) for a maximum of two years from the date that the disablement started.
- (2) Weekly compensation being paid for the same injury will end if We pay compensation under any of Contingencies (1) to (4).
- (3) Insurance will end for the Insured Person if We pay compensation under any of Contingencies (1) to (4).

## Asset Protection Money and Assault

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### Clauses

*The following clauses apply to Assault.*

---

#### (2) Medical Evidence

- (1) We may, at Our option, arrange for the Insured Person to undergo a medical examination or, in the event of death, a post mortem examination.
- (2) You, or Your personal representatives, will supply to Us, at Your expense, any
  - (a) certificates
  - (b) information
  - (c) evidencein the format We require to support a claim.

---

#### (3) Medical and Dental Expenses

Where compensation is payable for Contingency (5) - Temporary Total Disablement, or Contingency (6) - Temporary Partial Disablement, We will also pay up to 15% of this amount in respect of medical and/or dental expenses which have been incurred in respect of the Insured Person.

The maximum We will pay in respect of any one Insured Person is £500.

---

### Exception

*The following exception applies to Assault in addition to the Policy Exceptions at the back of this policy.*

---

We will not pay compensation for any Contingency directly or indirectly caused by the Insured Person suffering from any disability due to a gradually operating cause or any naturally occurring conditions or degenerative process.

# Asset Protection Glass

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## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

## Damage

Physical loss, destruction or damage.

---

## Cover

We will indemnify You in respect of

- (1) breakage (including the cost of boarding up) of glass at The Premises
- (2) (a) Damage at The Premises to
  - (i) contents of display windows
  - (ii) window and door frames
- (b) the cost of removing and reinstating obstructions to replacing glass
- (c) the cost of replacing alarm foil, lettering, painting, embossing, silvering, or other ornamental work on glass

occurring during the Period of Insurance.

The maximum that We will pay in respect of item 2 (a), (b) and (c) is £2,000 in respect of total of all claims during any one Period of Insurance.

- (3) breakage of fixed
  - (a) washhand basins, pedestals, baths, sinks
  - (b) lavatory bowls, bidets, cisterns
  - (c) shower trays, splashbacks at The Premises.
- (4) Damage to neon and illuminated signs for which You are responsible.

We will not indemnify You in respect of Damage

- (1) arising from adjustment, repair, dismantling or erection of any part of the sign or Damage to any part whilst removed from its normal working position
- (2) arising from mechanical breakdown of the sign or any part thereof
- (3) to any part of the sign by its own ignition, electrical breakdown or burn out
- (4) to tubes unless the glass is fractured.

## Asset Protection Glass

---

### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of

- (1) Damage to glass in
  - (a) light fittings
  - (b) signs
  - (c) Stock and Materials in Trade or goods in trust
  - (d) vehicles
  - (e) vending machines.
- (2) Damage to glass caused by
  - (a) scratching
  - (b) gradual deterioration or wear and tear
  - (c) change in colour or finish.
- (3) breakage of glass
  - (a) while The Premises are Unoccupied
  - (b) in transit or while being fitted
  - (c) by workmen carrying out alterations or repairs to The Premises.
- (4) the Excess stated in The Schedule.

---

## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

---

## Accidental Damage

Accidental Damage to Plant or Machinery by any external cause not otherwise excluded.

Accidental Damage does not include Breakdown, Collapse or Explosion.

However, We will indemnify You in respect of any consequent Damage caused by Breakdown, Collapse or Explosion which is not otherwise excluded.

---

## Breakdown

- (1) The breaking, distortion or burning out of any part of the Plant or Machinery which occurs while the Plant or Machinery is being used normally, arising from
  - (a) any mechanical or electrical defect in the Plant or Machinery
  - (b) any sudden and unforeseen failure of any insured boiler or pressure plant
- (2) The complete severance of a rope
- (3) The fracturing or distortion of any part of the Plant or Machinery by frost

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

---

## Collapse

The sudden and dangerous distortion of any part of the Plant or Machinery caused by crushing stress by force of steam or fluid pressure.

Collapse does not include distortion by pressure or ignition of flue gases.

---

## Damage

Physical loss, destruction or damage.

---

## Explosion

The sudden and violent rending of Plant or Machinery by force of internal steam or fluid pressure.

Explosion does not include

- (a) pressure of chemical action.
- (b) ignition of the contents of the Plant or Machinery.
- (c) the pressure or ignition of flue gases.

# Asset Protection Engineering

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## Definitions

*(continued)*

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### Plant or Machinery

All parts of the Property Insured stated in The Schedule. Any item described in The Schedule as a boiler includes the firing apparatus, motors, pumps, fans and dedicated controls.

Plant or Machinery does not include

- (a) non-metallic or refractory linings
- (b)
  - (i) cutting edges or extrusion heads
  - (ii) moulds, patterns or dies
  - (iii) heating elements
  - (iv) cables, ropes, belts or chainsunless these require replacement as a result of Damage for which We have admitted liability
- (c) supporting or enclosing structures, foundations, masonry or brickwork
- (d) any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown
- (e)
  - (i) office equipment
  - (ii) spare parts
- (f) underground pipes
- (g) electricity generating equipment not used for the sole purpose of standby to the supply of electricity at The Premises

unless specified in The Schedule.

---

## Cover

---

We will indemnify You in respect of Damage occurring during the Period of Insurance to the Plant or Machinery at The Premises by the Contingency set against it on The Schedule and any additional sums stated by a clause.

The maximum We will pay in respect of any one occurrence which gives rise to a claim under this Section is the Limit of Indemnity specified in The Schedule and any additional sums stated by a clause.

---

## Contingencies

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### Sudden and Unforeseen Damage

Sudden and unforeseen Damage including

- (1) Breakdown
- (2) Explosion
- (3) Collapse
- (4) Accidental Damage

to Plant or Machinery at The Premises, which requires repair or replacement before normal working of the Plant or Machinery can resume.

---

### Breakdown, Explosion or Collapse

Breakdown, Explosion or Collapse of Plant or Machinery at The Premises which requires repair or replacement before normal working of the Plant or Machinery can resume.

---

### Accidental Damage

Accidental Damage at The Premises which requires repair or replacement before normal working of the Plant or Machinery can resume.

# Asset Protection Engineering

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## Clauses

*The following clauses apply to this Section.*

---

## Additional Plant or Machinery

We will indemnify You in respect of Damage to additional Plant or Machinery of a similar type to that specified in The Schedule subject to the Limit of Indemnity provided that You

- (1) tell Us of any additional Plant or Machinery before the end of the Period of Insurance in which it was installed and ready for use and pay an agreed additional premium.
- (2) comply with current law for examination and certification of Plant or Machinery before it is used.

---

## Basis of Settlement - Reinstatement

The basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Plant or Machinery or other property insured by this Section subject to the following conditions

- (1) if Plant or Machinery or other property insured is destroyed We will pay for its replacement by similar Plant or Machinery or property insured in a condition as good as but not better or more extensive than its condition when new. If Plant or Machinery or other property insured is damaged We will pay the cost of repairs to a condition as good as but not better or more extensive than its condition when new but will not pay more than We would have if the Plant or Machinery or other property insured had been completely destroyed.
- (2) (1) above includes the additional cost of reinstating the Plant or Machinery or other property insured by this Section necessary to comply with any
  - (a) European Union Legislation
  - (b) Act of Parliament
  - (c) Bye laws of any public authority.

We will not indemnify You in respect of

- (a) costs incurred
    - (i) in respect of Damage not insured by this Section.
    - (ii) where notice was served on You before the Damage occurred.
    - (iii) where an existing requirement must be completed within a stipulated period.
    - (iv) in respect of Plant or Machinery or other property insured which has not suffered Damage.
  - (b) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.
- (3) the Plant or Machinery or other property may be replaced on another site in a manner suitable to Your needs but this must not increase Our liability.
  - (4) all work must begin and be carried out as quickly as possible.

We will not make any payment under this clause where

- (a) the parts necessary for repairs are not available at the manufacturers listed prices in which case We will pay for the cost of an equivalent repair to similar property for which parts are available at manufacturers listed prices
- (b) (i) the normal working environment of the Plant or Machinery is a yard, an open sided building, a compound or other open space unless for the purpose of providing effluent, electricity, gas, heating, water or other building services for The Premises

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### Clauses *(continued)*

- (ii) the other property is insured by the Lifted Goods Endorsement or is stock in trade or is in the process of manufacture  
in which case the basis of settlement will be indemnity.

---

#### Damage to Surrounding Property – boiler and pressure plant

We will indemnify You in respect of Damage to Plant or Machinery and other property belonging to You or in Your custody or control arising from Explosion or Collapse of boiler and pressure Plant or Machinery.

The maximum We will pay in respect of any one claim is £500,000.

---

#### Debris Removal

We will indemnify You in respect of costs and expenses incurred with Our consent, for

- (1) removal of debris
- (2) dismantling or demolishing
- (3) shoring or propping

of the Plant or Machinery or other property which has suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it.
- (b) arising from pollution or contamination of Plant or Machinery or other property not insured by this Section.
- (c) more specifically insured.

The maximum We will pay in respect of any one claim is £25,000.

---

#### Inadvertent Failure to Insure

We will indemnify You in respect of Damage to any newly acquired Plant or Machinery which You have an obligation to insure whether owned or leased by You, but which have inadvertently been left uninsured, for a maximum period of 12 months from the date You are responsible for the insurance of the property.

The maximum We will pay in respect of any one location under this Clause is £250,000.

You must advise Us in writing immediately You become aware of any Plant or Machinery inadvertently left uninsured and pay the appropriate premium due from the date Our liability commenced.

---

#### Increased Cost of Working

We will indemnify You in respect of any additional expenditure You necessarily and reasonably incur to avoid or reduce interruption to or interference with The Business at The Premises as a result of Damage to Plant or Machinery insured by this Section.

We will not indemnify You in respect of any additional expenditure incurred in the first 48 hours or after a period of 90 days immediately following Damage.

The maximum We will pay in respect of any one claim is £100,000.

---

## Clauses *(continued)*

### Loss Avoidance Measures

We will indemnify You in respect of reasonable costs and expenses incurred by You to mitigate Damage to the Plant or Machinery which would otherwise be inevitable provided that

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

The maximum We will pay in respect of any one claim is £25,000.

---

### Loss of Contents of Oil Storage Tanks

We will indemnify You against

- (a) loss or contamination of the contents of any oil storage tank forming part of the Property Insured
- (b) (i) Damage to property belonging to You or in Your custody or control
  - (ii) the costs and expenses necessarily and reasonably incurred in mopping up and cleaning operations

resulting from the escape of contents of a storage tank directly arising from Damage to such tank for which We have admitted liability.

We will not indemnify You for loss of contents caused by evaporation, seepage, overflowing or any form of normal trade loss.

The maximum We will pay in respect of any one claim is £10,000.

---

### Reinstatement of Data or Programs

We will indemnify You in respect of the necessary and reasonable costs of reinstating data held on or used by or in connection with building management or control systems resulting from Damage insured under this Section.

If in relation to any claim under this Clause You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

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

The maximum We will pay in respect of any one claim is £25,000.

---

### Repair Investigation Costs

When agreed by Us, We will indemnify You in respect of any repair investigation costs including consulting engineer's fees necessarily and reasonably incurred in the repair or replacement of Equipment provided Damage has occurred.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of the costs of preparing a claim.

# Asset Protection Engineering

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## Clauses *(continued)*

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### Supplementary Expenses

We will, at Our discretion, pay additional costs and expenses incurred as a result of

- (1) temporarily repairing Damage to Plant or Machinery  
and

- (2) ensuring the Damage to Plant or Machinery is repaired as soon as possible.

The maximum We will pay in respect of any one claim is £25,000.

---

### Temporary Hire of Replacement Plant or Machinery

We will indemnify You in respect of costs and expenses incurred with Our consent for the temporary hire or rental of replacement Plant or Machinery following Damage which is insured under this Section.

We will not indemnify You in respect of any hire or rental costs incurred in the first 48 hours immediately following Damage.

The maximum We will pay in respect of any one claim is £25,000.

---

### Temporary Removal

We will indemnify You in respect of Damage to Plant or Machinery whilst temporarily removed for a period not exceeding six months anywhere in the world including transit for the purposes of The Business or for cleaning, renovating or repair.

The maximum We will pay in respect of any one claim for Damage to Plant or Machinery during transit by sea or air is £100,000.

Section Exception (2) does not apply to this clause.

---

## Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

---

We will not indemnify You in respect of

- (1) the Excess stated in The Schedule.

We will deduct the Excess in respect of any claim or all claims arising out of one cause. If more than one Excess is stated in The Schedule the highest amount will apply

- (2) Damage caused by or consisting of

- (a) fire, lightning or explosion (except Explosion as defined in this Section)
- (b) aircraft or aerial devices or articles dropped from them
- (c) storm, flood or inundation from the sea
- (d) escape of water from any tank apparatus or pipe
- (e) subsidence, ground heave or landslip
- (f) theft or attempted theft

regardless of any other contributory cause.

- (3) the cost of remedying or repairing

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

However We will indemnify You for any consequent Damage to Plant or Machinery insured under this Section.

---

## Exceptions

(continued)

- (4) the cost of any maintenance work.
- (5) Damage directly or indirectly caused by or contributed to or arising from
  - (a) any test, experiment or routine inspection.
  - (b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent.
- (6) Damage caused by or contributed to or arising from
  - (a) disappearance.
  - (b) unexplained or inventory shortage.
- (7) Damage caused by the use of one or more cranes unless the lifting operation complies fully with the requirements of BS7121 or any other British or International standard which may replace it.
- (8) any penalty
  - (a) for delay or detention.
  - (b) in connection with guarantees or performance or efficiency.
  - (c) for liquidated damages or consequential loss.
  - (d) for liability not specifically provided for by the Section.
- (9) tyres damaged by
  - (a) the application of brakes.
  - (b) punctures or bursts.
- (10) Damage caused by Your wilful act or wilful neglect.
- (11) Damage to experimental or prototype plant or machinery.
- (12) Damage caused or consisting of the chipping of painted surfaces or scratching of any surfaces.
- (13) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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 or any other government de jure or de facto

# Asset Protection Engineering

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## Exceptions (continued)

- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
- the use or threat of force and/or violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

In any action suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered under this Section the burden of proving that any such Damage is covered under this Section will be upon You.

---

## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

---

If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for the claim.

---

### Maintenance

You must maintain all Plant or Machinery in accordance with the manufacturer's recommendations.

---

### Option for Settlement

We may at Our option

- (a) repair, reinstate or replace any Plant or Machinery damaged, or
- (b) pay the amount of the Damage.

We will not indemnify You in respect of

- (i) temporary repairs carried out without Our consent.
- (ii) the cost of any alterations, additions, improvements or overhauls carried out when any repair is undertaken.

---

### Our Rights

If Damage occurs which may lead to a claim, We may take possession of, or require to be delivered to Us Plant or Machinery which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not indemnify You in respect of Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements.
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

---

### Suspension of Cover

We may suspend cover by notice in writing to You until any requirement We have stipulated has been completed by You. Cover will only be reinstated following written notice by Us.

If cover is suspended We will refund a proportionate part of the premium.

# Asset Protection Engineering

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## Endorsements

*This Section extends to include the following Endorsements if stated in The Schedule.*

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## 901 - Inspection Service

We will arrange for the inspection and issue of reports of examination by Our Inspection Service Provider in respect of the schedule of inspections agreed between Us and You of any Plant or Machinery described in The Schedule to which this Endorsement applies. Inspections will take place

(1) at the frequencies

and

(2) whilst located at The Premises

specified by You at the inception of the policy or as subsequently amended by mutual agreement but in any event at least once every 12 months.

---

## Definitions

The following definitions apply to this endorsement in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

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## Inspection Service Provider

Bureau Veritas Inspection Limited,  
Parklands,  
Wilmslow Road,  
Didsbury,  
Manchester  
M20 2RE.

---

## Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

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(1) We do not include

- (a) pre-commissioning inspections, laboratory services, consultation work, load testing, non-destructive testing, thermographic testing, checking of drawings or design, inspection prior to sale or purchase unless agreed by Us in writing.
- (b) visits in excess of those agreed at inception of this Endorsement or inspections following repairs.
- (c) liquidated damages, penalties for delay or detention or guarantees of performance of efficiency or consequential loss.
- (d) any additional fees levied by Our Inspection Service Provider for carrying out inspections on Saturdays, Sundays, Public Holidays or outside normal working hours where performed at Your Request.
- (e) to the maintenance or repair of any item.

---

## Conditions

*The following Conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

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### (1) Calculation of Fees

The fees payable by You have been calculated in accordance with the details of plant provided by You at inception and are adjustable in the following circumstances.

(a) First Fee

Where no details of plant have been provided We may adjust the fee after inspection of the plant to reflect the amount of work undertaken.

(b) Renewal

The fee will be adjustable at the first and any subsequent renewal to take account of the plant to be inspected during the subsequent period.

(c) Annual Adjustment

Where there have been any additions to or deletions from the plant to be inspected during the previous Period of Insurance, an additional fee will be payable or a return fee allowed. This will be calculated at 50% of the difference between the fee paid at the beginning of the period and the fee calculated on the plant inspected during the period.

(d) VAT

Value added tax is chargeable on all fees.

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### (2) Notification of Changes

You will provide Us or Our Inspection Service Provider with details of

(a) any additional plant

(b) plant which has been permanently withdrawn from service

as soon as possible.

---

### (3) Preparation of Plant

At the times agreed with Our Inspection Service Provider and at Your own expense, You will have the plant properly cleaned and prepared for examination and reassemble the plant afterwards unless We have specifically agreed otherwise.

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### (4) Provision of Assistance

You will provide all assistance reasonably required by Our Inspection Service Provider in carrying out the inspections.

---

### (5) Responsibility for Statutory Inspections

Our agreement to arrange inspections does not relieve You of Your legal responsibility to ensure that all statutory inspections are carried out.

# Revenue Protection Business Interruption

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## Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternate definition is stated to apply.*

---

## Damage

Physical loss, destruction or damage.

---

## Cover

In respect of each item in The Schedule, We will indemnify You in respect of any interruption or interference with The Business resulting from

- (i) Damage to property used by You at The Premises for the purpose of The Business occurring during the Period of Insurance caused by any of the following Contingencies  
and
- (ii) provided that such Damage is not excluded by the [Property Damage – Specified Contingencies](#) Section and/or [Property Damage - All Risks](#) Section of this policy, whichever is stated as insured in The Schedule.

The Schedule will state

- (a) which of the following Contingencies apply
- (b) any Clauses, Extensions and Additional Contingencies which apply.

The maximum We will pay in respect of any one claim is

- (a) for any Item, the Sum Insured stated in The Schedule
- (b) in aggregate, the Total Sum Insured unless stated otherwise in the Specification.

---

## Contingencies

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### Fire

- (1) Fire.
- (2) Lightning.
- (3) Explosion
  - (a) of boilers
  - (b) of gas in a building not being part of any gas works  
used for domestic purposes or used for lighting or heating the building.

---

### Explosion.

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### Aircraft

Aircraft including

- (a) other aerial devices
- (b) articles dropped from them.

# Revenue Protection Business Interruption

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## Contingencies (continued)

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### Riot and Civil Commotion

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

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### Riot, Civil Commotion and Malicious Damage

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

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### Earthquake.

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### Underground Fire.

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### Spontaneous Combustion

Fire caused by spontaneous combustion.

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### Storm and Falling Trees.

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### Storm, Flood and Falling Trees.

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### Escape of Water/Oil

Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.

---

### Impact

Impact by any vehicle, or by goods falling therefrom, or any animal.

---

### Sprinkler Leakage

Water accidentally discharged or leaking from any automatic sprinkler installation at The Premises.

---

### Theft

- (1) Theft or attempted theft  
or
- (2) Theft involving violence or threat of violence to You, Your partners, directors or Employees.

---

### Subsidence

Subsidence or ground heave of the site of The Premises or landslip.

---

## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

---

### Alteration

We will not indemnify You under this Section if

- (a) Any Policyholder
  - (i) agrees a composition or arrangement with creditors  
or
  - (ii) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)  
or
  - (iii) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator  
or
  - (iv) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed

# Revenue Protection Business Interruption

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## Conditions (continued)

or

- (v) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.

- (b) Your interest ceases otherwise than by Your death.

However, We will indemnify You if We agree otherwise in writing.

---

## Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
- (b) at Your expense, provide Us with
  - (i) a written claim
  - and
  - (ii) details of other insurances covering the Damagewithin 30 days after the expiry of the Indemnity Period or such further time that We may allow
- (iii) books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

---

## Index Linking

Renewal

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

---

## Property Cover

We will not indemnify You under this Section unless

- (1) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage
- and
- (2) (i) payment has been made or liability admitted for such Damage
- or
- (ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

# Revenue Protection Business Interruption

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## Conditions (continued)

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### Subrogation Rights Waiver

In the event of a claim under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent or subsidiary
- (2) any company which is a subsidiary of a parent company of which You are a subsidiary as defined in the relevant legislation current at the time of Damage
- (3) any tenant of Yours provided that
  - (a) the tenant or lessee contributes to the cost of insuring the Property Insured against the event which caused the Damage
  - (b) the Damage did not result from a criminal, fraudulent or malicious act of the tenant or lessee.

---

### Payments on Account

Claim payments on account may be made to You during the Indemnity Period, if required.

---

## Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

---

We will not indemnify You in respect of

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.  
However, We will indemnify You in respect of
  - (a) such Damage which itself results from a cause not otherwise excluded
  - (b) subsequent Damage which is not otherwise excluded.
- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded.
- (3) any Damage resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
  - the use or threat of force and/or violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

# Revenue Protection Business Interruption

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## Exceptions (continued)

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

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

- (4) any Damage to Computer and Electronic Equipment, Failure or Loss of Data resulting directly or indirectly from, or in connection with
- (i) Virus or Similar Mechanism,
  - (ii) Denial of Service Attack,
  - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to property used by You for the purposes of The Business at The Premises caused by or resulting from Defined Contingencies (1) to (11), (13) and (15) which is not otherwise excluded.

---

## Business Interruption – Clauses

*The following Business Interruption clauses apply to the Business Interruption Section if stated as insured in The Schedule, except where otherwise stated.*

---

### Additional Gross Rentals

We will indemnify You following Damage to

- (1) any newly built and/or newly acquired building
- (2) alterations, additions and improvements to an insured building

situate anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man resulting in a loss of Gross Rentals as insured by this Section.

The maximum We will pay in respect of any one premises is £1,000,000.

You must

- (1) provide Us with details of such additional Gross Rentals as soon as possible but in any event
  - (a) within six months of the date You became responsible for the insurance of such additional rent
  - and
  - (b) before the expiry of the Period of Insurance
- (2) specifically insure such extensions with Us, from the date Our liability commenced
- (3) pay the appropriate additional premium.

We will not indemnify You in respect of any appreciation in value.

---

### Breakage/Collapse of Television and Radio Aerials

We will indemnify You in respect of any resultant loss in Gross Rentals following Damage at The Premises caused by the breakage or collapse of television and radio aerials, aerial fittings, masts or satellite dishes.

# Revenue Protection Business Interruption

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## Business Interruption – Clauses *(continued)*

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### Buildings Awaiting Sale

Buildings forming part of the Property Insured, that You have contracted to sell or have accepted an offer in writing to purchase the interest in the buildings subject to contract, where that sale is cancelled or delayed solely due to the Damage.

Under this extension We will indemnify You in respect of

- (1) interest payable by You on capital borrowed which, but for the Damage, would be available, from the proceeds of the sale, for investment in The Business
- (2) the additional interest payable by You on amounts borrowed at a rate of interest not exceeding 2% above the prevailing Inter Bank Lending Rate
- (3) the investment interest lost by You on any proceeds of the sale (after the deduction of any capital borrowed as detailed in (2) above).

We will not indemnify You unless You have made all reasonable efforts to complete the sale as soon as possible following the Damage.

### Maximum Indemnity Period

Six months.

### Indemnity Period

The period during which the results of The Business are affected due to the Damage, beginning with the date on which, but for the Damage, the building would have been sold and ending with the date of completion or the expiry of the Maximum Indemnity Period if earlier.

---

### Contracting Purchaser's Interest

Between You contracting to sell Your interest in any of The Premises and the completion of the purchase by a third party, if Damage occurs which is not otherwise insured by the third party, on completion the third party will be entitled to benefit under this Section without prejudice to the rights and liabilities of You or Us.

---

### Failure of Third Party Insurances

We will indemnify You in respect of loss resulting from interruption or interference with The Business following Damage to any building owned by You in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man for which (by the terms of an agreement with You) the

- (1) tenant,  
or
- (2) lessee  
or
- (3) other occupier  
or
- (4) other third party with a financial interest in the building

who has an obligation to insure but has failed to maintain in force such insurance.

We will not indemnify You in respect of

## Revenue Protection Business Interruption

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### Business Interruption – Clauses (continued)

- (1) Insurance cover that has been arranged but has been invalidated due to
  - (a) a breach of a warranty or condition  
and/or
  - (b) risk improvements not having been complied with  
and/or
  - (c) where the tenant, lessee, other occupier or third party has not made a claim under his policy and should have done so.

The maximum We will pay at any one premises in respect of Gross Rentals is £1,000,000.

You must

- (1) advise Us in writing within 30 days from when You become aware that such Insurance is not in force  
and
- (2) pay the appropriate premium for the period such insurance is not effected  
and
- (3) obtain written confirmation at the inception and annual check of any agreement, from the tenant, lessee, occupier or other third party with a financial interest and their insurers, that
  - (a) the insurance policy is in force  
and
  - (b) the policy provides at least the extent of cover provided by this policy.

---

### Illegal Cultivation of Drugs

We will indemnify You in respect of loss of Gross Rentals following Damage arising from Your tenants use of The Premises for the manufacture, cultivation, harvest or any other method of processing of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).

You will lose Your right to indemnity in respect of a Residential Unit if You, or anyone acting on Your behalf, do not

- (1) carry out internal and external inspections of the buildings as permitted by the tenancy agreement at least every three months
  - (a) maintain a log of such inspections and retain that log for at least 24 months
  - (b) carry out a six monthly management check of the inspections log
- (2) obtain and record written formal identification of any prospective tenant
- (3) obtain and retain a written employers reference for any new tenant
- (4) obtain and record details of Your tenant's bank account and verify those details by receiving at least one payment from such account
- (5) advise Your tenant where sub-letting is allowed by the tenancy agreement that they must follow the detail in items (2) (3) and (4) above and You do not incorporate this detail within Your inspection and management log.

# Revenue Protection Business Interruption

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## Business Interruption – Clauses (continued)

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### Inadvertent Failure to Insure

We will indemnify You in respect of loss resulting from interruption or interference with The Business following Damage where You have

- (1) an obligation to insure the premises whether owned or leased by You, but which have been, inadvertently, left uninsured  
and
- (2) agreed to insure all buildings, owned by You or for which You are responsible to insure with Us, situate in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man (unless otherwise agreed in writing by Us).

We will not indemnify You in respect of

- (3) any building more specifically insured
- (4) any appreciation in value.

The maximum we will pay at any one premises in respect of Gross Rentals is £1,000,000.

You must

- (5) advise Us in writing immediately You become aware of a property inadvertently left uninsured  
and
- (6) pay the appropriate premium due from the date the insurance becomes Your responsibility  
and
- (7) carry out at not less than 12 month intervals a check on all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force on each of them.

---

### Loss of Investment Income on Late Payment of Gross Rentals

If as a result of Damage We are indemnifying You in respect of Loss of Gross Rentals and the payment by Us to You is made later than the date on which you would normally have expected to receive rent from a lessee, We will pay a further amount representing the investment interest lost to You during the delay period.

---

### Loss of Rent or Alternative Accommodation for Residential Units

Where any Residential Unit cannot be lived in or if access to it is denied as a result of Damage and where not otherwise insured We will indemnify

- (1) (a) You or Your lessee in respect of the cost of reasonable and necessary alternative accommodation for which You are responsible to provide and/or ground rent and/or management charges  
or  
(b) You in respect of Gross Rentals  
and/or
- (2) You or Your lessee in respect of the cost of reasonable and alternative accommodation for domestic pets where such pets are not permitted in any alternative accommodation  
and/or
- (3) You in respect of the temporary storage of Your Contents or Contents of Common Parts.

The maximum we will pay in respect of any one claim is 20% of the Sum Insured on the building insured under the Asset Protection Property Damage Section of this Policy in which the Residential Unit is contained subject to a Maximum Indemnity Period of 12 months.

# Revenue Protection Business Interruption

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## Business Interruption – Clauses (continued)

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### Privity of Contract

We will indemnify You in respect of loss of Gross Rentals following Damage to buildings anywhere in England, Wales, Scotland, Northern Ireland the Channel Islands or the Isle of Man previously owned by You but which are no longer Your property and where the current owner has failed to maintain adequate insurance cover, subject to the terms and conditions of this policy.

We will not indemnify You in respect of

- (1) contribution in respect of any more particular insurance effected by any succeeding owner or tenant or sub-tenant
- (2) any premises disposed of more than seven years prior to the start date of the current Period of Insurance.

The maximum We will pay under this Clause is £2,000,000 during the Period of Insurance.

You must

- (1) take all reasonable and appropriate steps to obtain release from Your liabilities under the covenants to insure such property on its disposal.

---

### Managing Agents Premises

We will indemnify You in respect of loss of Gross Rentals following Damage to property of Your managing agents at their premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

For the purposes of this clause only, The Premises shall include any premises occupied by Your managing agents for the purposes of their business.

---

### Prevention of Access

We will indemnify You in respect of loss of Gross Rentals following Damage to Property within one mile of the boundary of The Premises which physically prevents or restricts access to or use of The Premises.

We will not indemnify You for any interruption or interference lasting less than 12 consecutive hours.

---

### Relocation of Tenants to Own Premises

In the event that Your tenant is relocated to an empty building of Yours following Damage Your claim for any resultant loss of Gross Rentals in relation to that damaged building will not be reduced provided that the building used to relocate the tenants to is insured by the Asset Protection Property Damage – Specified Contingencies Section or Asset Protection Property Damage – All Risks Section of this policy.

---

### Rent Abatement (cessor clause)

If following Damage We are indemnifying You in respect of loss of Gross Rentals and a pre-existing cessor clause in the lease enables a lessee to cease paying Rent which but for the Damage that lessee would normally pay, We will pay that Rent as part of the loss.

We will not indemnify You beyond the date when the terms of the cessor clause in the lease determine that the lessee should begin to pay such Rent again.

---

### Rent Free Period

The Indemnity Period where a Rent Free Period exists within the lease agreement shall be the period during which The Business results are affected due to the Damage beginning with the date following the Damage that the Rent Free Period ends and ending not later than the Maximum Indemnity Period.

# Revenue Protection Business Interruption

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## Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternate definition is stated to apply.*

---

## Damage

Physical loss, destruction or damage.

---

## Cover

In respect of each item in The Schedule, We will indemnify You in respect of any interruption or interference with The Business resulting from Damage to property used by You at The Premises for the purpose of The Business occurring during the Period of Insurance caused by any of the following Contingencies

The Schedule will state

- (a) which of the following Contingencies apply
- (b) any Clauses, Extensions and Additional Contingencies which apply.

The maximum We will pay in respect of any one claim is

- (a) for any Item, the Sum Insured stated in The Schedule
- (b) in aggregate, the Total Sum Insured unless stated otherwise in the Specification.

---

## Contingencies

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### All Risks

Any Damage not excluded.

---

### Subsidence

Subsidence or ground heave of the site of The Premises or landslip.

---

## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

---

### Alteration

We will not indemnify You under this Section if

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

# Revenue Protection Business Interruption

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## Conditions (continued)

- (b) Your interest ceases otherwise than by Your death.  
However, We will indemnify You if We agree otherwise in writing.

---

### Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
- (b) at Your expense, provide Us with
  - (i) a written claim  
and
  - (ii) details of other insurances covering the Damage  
within 30 days after the expiry of the Indemnity Period or such further time that We may allow
  - (iii) books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

---

### Index Linking

Renewal

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

---

### Property Cover

We will not indemnify You under this Section unless

- (1) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage  
and
- (2) (i) payment has been made or liability admitted for such Damage  
or  
(ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

# Revenue Protection Business Interruption

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## Conditions

*(continued)*

---

### Subrogation Rights Waiver

In the event of a claim under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent or subsidiary
- (2) any company which is a subsidiary of a parent company of which You are a subsidiary as defined in the relevant legislation current at the time of Damage
- (3) any tenant of Yours provided that
  - (a) the tenant or lessee contributes to the cost of insuring the Property Insured against the event which caused the Damage
  - (b) the Damage did not result from a criminal, fraudulent or malicious act of the tenant or lessee.

---

### Payments on Account

Claim payments on account may be made to You during the Indemnity Period, if required.

---

## Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of

- (1) Damage to the Property Insured caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty or defective
    - (i) design
    - (ii) materials used in its construction
  - (e) (i) faulty or defective workmanship
  - (ii) operating error or omissionby You or any of Your Employees.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage to the Property Insured caused by or consisting of
  - (a) (i) corrosion, rust or rot
  - (ii) shrinkage, evaporation or loss of weight
  - (iii) dampness or dryness
  - (iv) scratching
  - (v) vermin or insects
  - (vi) mould or fungus
  - (b) change in
    - (i) temperature
    - (ii) colour
    - (iii) flavour
    - (iv) texture
    - (v) finish

## Revenue Protection Business Interruption

### Exceptions (continued)

- (c) (i) nipple or joint leakage
  - (ii) failure of welds
  - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associating piping
  - (e) the Property Insured's own mechanical or electrical breakdown or derangement.
- However, We will indemnify You in respect of
- (i) Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause
  - (ii) any subsequent Damage which results from a cause not otherwise excluded.
- (3) Damage to the Property Insured caused by pollution or contamination.
- However, We will indemnify You in respect of Damage to the Property Insured not otherwise excluded caused by
- (a) pollution or contamination which results from Defined Contingencies (1) to (12)
  - (b) Defined Contingencies (1) to (12) which results from pollution or contamination.
- (4) Damage to the Property Insured caused by
- (a) subsidence, ground heave or landslip unless
    - (i) resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
    - or
    - (ii) specifically mentioned as insured in The Schedule
  - (b) normal settlement of new structures
  - (c) acts of fraud or dishonesty
  - (d) (i) disappearance
  - (ii) unexplained or inventory shortage
  - (iii) misfiling, misplacing of information or clerical error.
- (5) Damage to any building or structure caused by its own cracking or collapse.
- However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (6) Damage to
- (a) gates
  - (b) fences
  - (c) moveable property in the open
- by
- (i) wind
  - (ii) rain, hail, sleet or snow
  - (iii) flood
  - (iv) dust.
- However, We will indemnify You for Damage to such property caused by falling trees and not otherwise excluded.

## Revenue Protection Business Interruption

### Exceptions (continued)

- (7) Damage
- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
  - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running
  - (c) resulting from the Property Insured undergoing any process of
    - (i) production or packaging
    - (ii) treatment, testing or commissioning
    - (iii) servicing or repair.

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.

- (8) Damage while any building is Unoccupied caused by escape of water as a result of freezing of any automatic sprinkler in The Premises.
- (9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specifically mentioned as insured in The Schedule.

However, We will indemnify You in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.

- (10) Damage to
- (a) vehicles licensed for road use including accessories on or attached to them
  - (b) caravans or trailers
  - (c) railway locomotives or rolling stock
  - (d) watercraft or aircraft
  - (e) property in the course of construction including materials for use in the construction
  - (f) land, piers, jetties, bridges, culverts or excavations
  - (g) livestock
  - (h) growing crops or trees.

However, We will indemnify You if such property is specifically stated as insured in The Schedule and the Damage is not otherwise excluded.

- (11) Damage
- (a) insured by any marine policy
  - (b) which would be insured under any marine policy if this policy did not exist.

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed.

- (12) Damage more specifically insured by You or on Your behalf.

# Revenue Protection Business Interruption

## Exceptions (continued)

- (13) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
- (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

### Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
  - the use or threat of force and/or violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

- (14) (a) Loss of Data
- (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
    - (i) Virus or Similar Mechanism,
    - (ii) Denial of Service Attack,
    - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded.

- (15) the Excess stated in The Schedule.

# Revenue Protection Business Interruption

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## Business Interruption – Clauses

*The following Business Interruption clauses apply to the Business Interruption Section if stated as insured in The Schedule, except where otherwise stated.*

---

### Additional Gross Rentals

We will indemnify You following Damage to

- (1) any newly built and/or newly acquired building
- (2) alterations, additions and improvements to an insured building situate anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man resulting in a loss of Gross Rentals as insured by this Section.

The maximum We will pay in respect of any one premises is £1,000,000.

You must

- (1) provide Us with details of such additional Gross Rentals as soon as possible but in any event
  - (a) within six months of the date You became responsible for the insurance of such additional rent
  - and
  - (b) before the expiry of the Period of Insurance
- (2) specifically insure such extensions with Us, from the date Our liability commenced
- (3) pay the appropriate additional premium.

We will not indemnify You in respect of any appreciation in value.

---

### Breakage/Collapse of Television and Radio Aerials

We will indemnify You in respect of any resultant loss in Gross Rentals following Damage at The Premises caused by the breakage or collapse of television and radio aerials, aerial fittings, masts or satellite dishes.

---

### Buildings Awaiting Sale

Buildings forming part of the Property Insured, that You have contracted to sell or have accepted an offer in writing to purchase the interest in the buildings subject to contract, where that sale is cancelled or delayed solely due to the Damage.

Under this extension We will indemnify You in respect of

- (1) interest payable by You on capital borrowed which, but for the Damage, would be available, from the proceeds of the sale, for investment in The Business
- (2) the additional interest payable by You on amounts borrowed at a rate of interest not exceeding 2% above the prevailing Inter Bank Lending Rate
- (3) the investment interest lost by You on any proceeds of the sale (after the deduction of any capital borrowed as detailed in (2) above).

We will not indemnify You unless You have made all reasonable efforts to complete the sale as soon as possible following the Damage.

### Maximum Indemnity Period

Six months.

### Indemnity Period

The period during which the results of The Business are affected due to the Damage, beginning with the date on which, but for the Damage, the building would have been sold and ending with the date of completion or the expiry of the Maximum Indemnity Period if earlier.

# Revenue Protection Business Interruption

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## Business Interruption – Clauses (continued)

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### Contracting Purchaser's Interest

Between You contracting to sell Your interest in any of The Premises and the completion of the purchase by a third party, if Damage occurs which is not otherwise insured by the third party, on completion the third party will be entitled to benefit under this Section without prejudice to the rights and liabilities of You or Us.

---

### Failure of Third Party Insurances

We will indemnify You in respect of loss resulting from interruption or interference with The Business following Damage to any building owned by You in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man for which (by the terms of an agreement with You) the

- (1) tenant,  
or
- (2) lessee  
or
- (3) other occupier  
or
- (4) other third party with a financial interest in the building

who has an obligation to insure but has failed to maintain in force such insurance.

We will not indemnify You in respect of

- (1) Insurance cover that has been arranged but has been invalidated due to
  - (a) a breach of a warranty or condition  
and/or
  - (b) risk improvements not having been complied with  
and/or
  - (c) where the tenant, lessee, other occupier or third party has not made a claim under his policy and should have done so.

The maximum We will pay at any one premises in respect of Gross Rentals is £1,000,000.

You must

- (1) advise Us in writing within 30 days from when You become aware that such Insurance is not in force  
and
- (2) pay the appropriate premium for the period such insurance is not effected  
and
- (3) obtain written confirmation at the inception and annual check of any agreement, from the tenant, lessee, occupier or other third party with a financial interest and their insurers, that
  - (a) the insurance policy is in force  
and
  - (b) the policy provides at least the extent of cover provided by this policy.

# Revenue Protection Business Interruption

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## Business Interruption – Clauses (continued)

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### Illegal Cultivation of Drugs

We will indemnify You in respect of loss of Gross Rentals following Damage arising from Your tenants use of The Premises for the manufacture, cultivation, harvest or any other method of processing of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).

You will lose Your right to indemnity in respect of a Residential Unit if You, or anyone acting on Your behalf, do not

- (1) carry out internal and external inspections of the buildings as permitted by the tenancy agreement at least every three months
  - (a) maintain a log of such inspections and retain that log for at least 24 months
  - (b) carry out a six monthly management check of the inspections log
- (2) obtain and record written formal identification of any prospective tenant
- (3) obtain and retain a written employers reference for any new tenant
- (4) obtain and record details of Your tenant's bank account and verify those details by receiving at least one payment from such account
- (5) advise Your tenant where sub-letting is allowed by the tenancy agreement that they must follow the detail in items (2) (3) and (4) above and You do not incorporate this detail within Your inspection and management log.

---

### Inadvertent Failure to Insure

We will indemnify You in respect of loss resulting from interruption or interference with The Business following Damage where You have

- (1) an obligation to insure the premises whether owned or leased by You, but which have been, inadvertently, left uninsured  
and
- (2) agreed to insure all buildings, owned by You or for which You are responsible to insure with Us, situate in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man (unless otherwise agreed in writing by Us).

We will not indemnify You in respect of

- (1) any building more specifically insured
- (2) any appreciation in value.

The maximum we will pay at any one premises in respect of Gross Rentals is £1,000,000.

You must

- (1) advise Us in writing immediately You become aware of a property inadvertently left uninsured  
and
- (2) pay the appropriate premium due from the date the insurance becomes Your responsibility  
and
- (3) carry out at not less than 12 month intervals a check on all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force on each of them.

---

### Loss of Investment Income on Late Payment of Gross Rentals

If as a result of Damage We are indemnifying You in respect of Loss of Gross Rentals and the payment by Us to You is made later than the date on which you would normally have expected to receive rent from a lessee, We will pay a further amount representing the investment interest lost to You during the delay period.

# Revenue Protection Business Interruption

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## Business Interruption – Clauses (continued)

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### Loss of Rent or Alternative Accommodation for Residential Units

Where any Residential Unit cannot be lived in or if access to it is denied as a result of Damage and where not otherwise insured We will indemnify

- (1) (a) You or Your lessee in respect of the cost of reasonable and necessary alternative accommodation for which You are responsible to provide and/or ground rent and/or management charges  
or  
(b) You in respect of Gross Rentals  
and/or
- (2) You or Your lessee in respect of the cost of reasonable and alternative accommodation for domestic pets where such pets are not permitted in any alternative accommodation
- (3) You in respect of the temporary storage of Your Contents or Contents of Common Parts.

The maximum we will pay in respect of any one claim is 20% of the Sum Insured on the building insured under the Asset Protection Property Damage Section of this Policy in which the Residential Unit is contained subject to a Maximum Indemnity Period of 12 months.

---

### Privity of Contract

We will indemnify You in respect of loss of Gross Rentals following Damage to buildings anywhere in England, Wales, Scotland, Northern Ireland the Channel Islands or the Isle of Man previously owned by You but which are no longer Your property and where the current owner has failed to maintain adequate insurance cover, subject to the terms and conditions of this policy.

We will not indemnify You in respect of

- (1) contribution in respect of any more particular insurance effected by any succeeding owner or tenant or sub-tenant
- (2) any premises disposed of more than seven years prior to the start date of the current Period of Insurance.

The maximum We will pay under this Clause is £2,000,000 during the Period of Insurance.

You must

- (1) take all reasonable and appropriate steps to obtain release from Your liabilities under the covenants to insure such property on its disposal.

---

### Managing Agents Premises

We will indemnify You in respect of loss of Gross Rentals following Damage to property of Your managing agents at their premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

For the purposes of this clause only, The Premises shall include any premises occupied by Your managing agents for the purposes of their business.

---

### Prevention of Access

We will indemnify You in respect of loss of Gross Rentals following Damage to Property within one mile of the boundary of The Premises which physically prevents or restricts access to or use of The Premises.

We will not indemnify You for any interruption or interference lasting less than 12 consecutive hours.

# Revenue Protection Business Interruption

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## **Business Interruption – Clauses** *(continued)*

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### **Relocation of Tenants to Own Premises**

In the event that Your tenant is relocated to an empty building of Yours following Damage Your claim for any resultant loss of Gross Rentals in relation to that damaged building will not be reduced provided that the building used to relocate the tenants to is insured by the Asset Protection Property Damage – Specified Contingencies Section or Asset Protection Property Damage – All Risks Section of this policy.

---

### **Rent Abatement (cessor clause)**

If following Damage We are indemnifying You in respect of loss of Gross Rentals and a pre-existing cessor clause in the lease enables a lessee to cease paying Rent which but for the Damage that lessee would normally pay, We will pay that Rent as part of the loss.

We will not indemnify You beyond the date when the terms of the cessor clause in the lease determine that the lessee should begin to pay such Rent again.

---

### **Rent Free Period**

The Indemnity Period where a Rent Free Period exists within the lease agreement shall be the period during which The Business results are affected due to the Damage beginning with the date following the Damage that the Rent Free Period ends and ending not later than the Maximum Indemnity Period.

## Revenue Protection Business Interruption – Extensions

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### Business Interruption Extensions

The Schedule will state which of the Extensions described below apply. In some cases an Extension will apply with a standard limit unless stated otherwise in The Schedule.

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The insurance by Item 1 of this Section, is extended to include Damage during the Period of Insurance

(1) at the premises or situations

or

(2) to the property

described below by any Contingency stated in The Schedule as applying to such premises, situations or property, which results in interruption or interference with The Business.

The maximum We will pay under each Extension in respect of any one loss will be the

(1) amount

or

(2) percentage of the Sum Insured (or 200% of the Estimated Amount)

stated in The Schedule as the Limit.

The amounts or limits stated below or in The Schedule are inclusive of any amounts payable under the provisions of any Clauses stated in The Schedule.

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### Prevention of Access – Loss of Attraction

Property or premises within one mile of the boundary of The Premises which causes a loss of Gross Rentals or Estimated Gross Rentals directly due to a reduction in customers visiting the area.

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### Loss of Attraction

Buildings or other property at any location within one mile of the boundary of The Premises as a result of which an agreement in course of negotiation to lease The Premises is avoided or delayed and the Gross Rentals or Estimated Gross Rentals received by You are reduced.

# Revenue Protection Business Interruption - Additional Contingencies

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## Additional Contingencies

*The Schedule will state which of the following Additional Contingencies described below apply. In some instances an Additional Contingency will apply with a standard limit unless stated otherwise in The Schedule.*

The insurance by Item 1 of this Section, is extended to include interruption or interference with The Business during the Period of Insurance, which results from the Additional Contingencies described below.

The maximum We will pay under each Additional Contingency in respect of any one loss will be

(1) £1,000,000

or

(2) 10% of the Maximum Amount payable

whichever is the lower, unless otherwise stated in The Schedule.

Provided that

(1) The Additional Contingencies do not apply in respect of any Business Interruption Extension.

(2) The amounts or limits stated in The Schedule are inclusive of any amounts payable under the provisions of any Clauses stated in The Schedule.

---

### Action by Police, Government or Other Competent Authority

The prevention or restriction of access to, or closure of, The Premises, by any Police, Government or other competent Authority, due to an emergency event within one mile of the boundary of The Premises that causes or threatens a danger or disturbance.

We will not indemnify You

(1) in respect of any action taken in controlling, preventing or suppressing the spread of any disease.

(2) in respect of any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission.

(3) for any interruption or interference lasting less than 12 consecutive hours.

The provisions of any Automatic Reinstatement Clause does not apply in respect of this Additional Contingency.

---

### Failure of Electricity Supply

The accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to The Premises.

We will not indemnify You in respect of any accidental failure

(1) caused by the deliberate act of any supplier of electricity

(2) caused by the exercise of any supplier of electricity's power to withdraw or restrict supply or services

(3) caused by any industrial action

(4) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man

(5) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any generating station or sub-station of Your supplier(s) of electricity, in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France.

# Revenue Protection Business Interruption - Additional Contingencies

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## Additional Contingencies (continued)

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### Failure of Gas Supply

The accidental failure of Your supply of gas at the terminal ends of Your suppliers feed to The Premises.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of gas
- (2) caused by the exercise of any supplier of gas's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of
  - (a) Your supplier(s) of gas  
and
  - (b) any natural gas producer directly linked to Your supplier(s) of gas, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

---

### Failure of Water Supply

The accidental failure of Your supply of water at the terminal ends of Your suppliers feed to The Premises.

We will not indemnify You in respect of accidental failure

- (1) caused by the deliberate act of any supplier of water
- (2) caused by the exercise of any supplier of water's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) caused by drought or other weather conditions unless equipment has been damaged
- (5) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (6) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any water works or pumping station of Your supplier(s) of water, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

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### Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide.

- (1) A Specified Disease occurring at The Premises or within five miles of the boundary of The Premises,
- (2) Any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from The Premises,
- (3) The discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning or a Specified Disease,
- (4)
  - (i) The discovery of vermin or pests  
or
  - (ii) any accident causing defects in the drains or other sanitary arrangements, at The Premises,

## Revenue Protection Business Interruption - Additional Contingencies

### Additional Contingencies (continued)

- (5) Any occurrence of murder or suicide at The Premises which
- (a) restricts the use of or results in closure of The Premises on the order or advice of the competent authority and
  - (b) directly results in a reduction in the Turnover (or Revenue, Fees, or Rentals as insured by this Section) of The Business.

The provisions of any Automatic Reinstatement Clause do not apply in respect of Additional Contingency Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide.

#### Definitions

For the purposes of this additional contingency, the following definitions apply:

#### Specified Disease

Any of the following diseases contracted by any person

- |                        |                           |  |
|------------------------|---------------------------|--|
| (a) Acute encephalitis | Meningococcal septicaemia | (b) Viral haemorrhagic fever caused by the following virus's |
| Acute poliomyelitis    | Mumps                     | Lassa virus  |
| Anthrax                | Ophthalmia neonatorum     | Junin virus  |
| Chicken pox            | Paratyphoid fever         | Machupo virus  |
| Cholera                | Puerperal fever           | Sabia virus  |
| Diphtheria             | Plague                    | Guanarito virus  |
| Dysentery              | Rabies                    | Ebola virus  |
| Erysipeloid            | Relapsing fevers          | Marburg virus  |
| Legionellosis          | Rubella                   | Crimean-Congo haemorrhagic fever virus                       |
| Legionnaires Disease   | Scarlet fever             | Hanta virus  |
| Leprosy                | Smallpox                  | Rift Valley fever virus                                      |
| Leptospirosis          | Tetanus                   | Yellow fever virus   |
| Lyme Disease           | Toxoplasmosis             | Dengue virus   |
| Malaria                | Tuberculosis              |  |
| Measles                | Typhoid fever             |  |
| Meningitis             | Typhus fever              |  |
|                        | Viral hepatitis           |  |
|                        | Whooping cough            |  |
|                        | Yellow fever              |  |

#### Indemnity Period

The period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date the Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

#### Maximum Indemnity Period

Three months.

#### Condition

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

At The Premises You must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice.

## Revenue Protection Business Interruption - Additional Contingencies

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### **Additional Contingencies** *(continued)*

#### **Failure of Telecommunications**

The accidental failure of Your supply of telecommunications and internet services at the incoming line terminals or receivers at The Premises.

We will not indemnify You in respect of an accidental failure

- (1) caused by the deliberate act of any supplier of telecommunications and internet services
- (2) caused by the exercise of any supplier of telecommunications and internet services power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) caused by drought
- (5) caused by atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- (6) other than at Premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (7) caused by failure of any satellite
- (8) lasting less than 24 consecutive hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of Your supplier(s) of telecommunications and internet services, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

# Revenue Protection Business Interruption

## Gross Rentals Sum Insured Basis Specification

<b>Item</b>	Gross Rentals Sum Insured as stated in The Schedule.
<b>Definitions</b> <i>The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.</i>	<p><b>Annual Gross Rentals</b> Gross Rentals during the 12 months immediately before the date of the Damage</p> <p><b>Standard Gross Rentals</b> Gross Rentals during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period</p> <p>Annual Gross Rentals and Standard Gross Rentals may be adjusted to reflect any trends or circumstances which</p> <p>(a) affect The Business before or after the Damage</p> <p>(b) would have affected The Business had the Damage not occurred.</p> <p>The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.</p> <hr/> <p><b>Gross Rentals</b> Money paid or payable to You by tenants for rental of The Premises and for services provided in connection with The Business at The Premises.</p> <hr/> <p><b>Indemnity Period</b> The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.</p> <hr/> <p><b>Maximum Indemnity Period</b> The number of months stated in The Schedule, unless amended in any Additional Contingency</p>
<b>Notes</b>	(1) All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
<b>Basis of Settlement</b>	<p>This insurance is limited to loss of Gross Rentals due to</p> <p>(a) loss of Gross Rentals</p> <p>and</p> <p>(b) increase in cost of working.</p> <p>We will pay</p> <p>(i) in respect of loss in Gross Rentals</p> <p>the amount by which, due to the Damage, the Standard Gross Rentals exceed the Gross Rentals during the Indemnity Period</p> <p>(ii) in respect of increase in cost of working</p> <p>any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Gross Rentals during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the reduction avoided by the expenditure</p>

# Revenue Protection Business Interruption

## Gross Rentals Sum Insured Basis Specification

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### Basis of Settlement

*(continued)*

less any savings during the Indemnity Period in business charges or expenses, payable out of Gross Rentals, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured is less than the Annual Gross Rentals (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

---

### Clauses

*The following clauses apply to this Specification.*

---

#### Alternative Premises

The Gross Rentals during the Indemnity Period will include Gross Rentals derived elsewhere than from The Premises if The Business is conducted elsewhere than at The Premises.

---

#### Auditors, Professional Accountants and Legal Fees

We will pay Your auditors', professional accountants' and solicitors' reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books
- (c) determining Your 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 a claim.

The maximum We will pay for any claim, including auditors', professional accountants' and solicitors' charges, is the Sum Insured.

---

#### Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay the additional premium required to reinstate the Sum Insured.

---

#### Return Premium

We will allow a return premium for the Period of Insurance where:

- (a) You provide Us with a professional accountant's declaration of Gross Rentals earned in Your financial year most closely corresponding to the Period of Insurance  
and
- (b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium for any reduction in Gross Rentals which is entirely due to a claim.

# Revenue Protection Business Interruption

## Gross Rentals Declaration Linked Basis Specification

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### Item

Estimated Gross Rentals stated in The Schedule.

---

### Definitions

*The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.*

---

#### Estimated Gross Rentals

Your estimate of Gross Rentals for the financial year most closely corresponding to the Period of Insurance (proportionately increased where the Maximum Indemnity Period exceeds 12 months).

---

#### Gross Rentals

Money paid or payable to You by tenants for rental of The Premises and for services provided in connection with The Business at The Premises.

---

#### Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

---

#### Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

---

#### Annual Gross Rentals

The Gross Rentals during the 12 months immediately before the date of the Damage.

---

#### Standard Gross Rentals

The Gross Rentals during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Standard Gross Rentals and Annual Gross Rentals may be adjusted to reflect any trends or circumstances which

- (a) affect The Business before or after the Damage
- (b) would have affected The Business had the Damage not occurred.

The adjusted figure will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

---

### Notes

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

# Revenue Protection Business Interruption

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## Basis of Settlement

This insurance is limited to loss of Gross Rentals due to

- (a) loss of Gross Rentals  
and
- (b) increase in cost of working.

We will pay

- (i) in respect of Gross Rentals the amount by which, due to the Damage, the Standard Gross Rentals exceed the Gross Rentals during the Indemnity Period
- (ii) in respect of increase in cost of working any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Gross Rentals during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the reduction avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Gross Rentals, which reduce or cease due to the Damage.

---

## Maximum Amount Payable

The maximum amount We will pay is

- (a) in respect of Gross Rentals:  
200% of the Estimated Gross Rentals stated in The Schedule
- (b) overall:  
200% of the Estimated Gross Rentals stated in The Schedule  
and  
100% of the Sums Insured by other items  
unless otherwise agreed by Us.

However, if at the time of the Damage the Sum Insured on Estimated Gross Rentals is less than 50% of the Annual Gross Rentals (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss and the maximum amount We will pay is the Estimated Gross Rentals stated in The Schedule.

---

## Clauses

*The following clauses apply to this Specification.*

---

### Alternative Premises

The Gross Rentals during the Indemnity Period will include Gross Rentals derived elsewhere than from The Premises if The Business is conducted elsewhere than at The Premises.

---

### Auditors, Professional Accountants and Legal Fees

We will pay Your auditors', professional accountants' and solicitors' reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books
- (c) determining Your contractual rights under any rent cesser clause or insurance break clause contained in the lease

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

The maximum We will pay for any claim, including auditors', professional accountants' and solicitors' charges, is the Sum Insured.

---

### Automatic Reinstatement

The Estimated Gross Rentals stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay the additional premium required to reinstate the Estimated Gross Rentals.

## Revenue Protection Business Interruption

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### **Clauses** *(continued)*

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#### **Premium Adjustment**

You will supply, within six months of the expiry of each Period of Insurance, a professional accountant's declaration of Gross Rentals earned in Your financial year most closely corresponding to the Period of Insurance.

We will, for the purposes of premium adjustment, increase the declared figure by the amount by which the Gross Rentals were reduced during the financial year as a result of a claim.

If the declared figure (adjusted as above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative Period of Insurance

- (a) is less than the Estimated Gross Rentals, We will allow a pro rata return of up to 50% of the premium paid
- (b) exceeds the Estimated Gross Rentals, You will pay a pro rata additional premium up to 33⅓% of the premium paid.

---

#### **Renewal**

You will supply, prior to each renewal, the Estimated Gross Rentals for the financial year most closely corresponding to the following Period of Insurance.

# Revenue Protection Business Interruption Projected Additional Rent Specification

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## Item

Projected Additional Rent Sum Insured stated in The Schedule.

---

## Definitions

*The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.*

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### Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date on which but for the Damage, the Projected Additional Rent would have been receivable and ending not later than the Maximum Indemnity Period.

---

### Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

---

### Projected Additional Rent

The amount by which

- (a) the rent receivable by the terms of a rent review exceeds
- (b) the rent receivable at the date of the Damage.

---

## Notes

All terms in this Section exclude Valued Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

---

## Basis of Settlement

This insurance is limited to loss of Projected Additional Rent due to

- (a) loss of Projected Additional Rent  
and
- (b) increase in cost of working.

We will pay

- (i) in respect of loss of Projected Additional Rent the amount by which the Projected Additional Rent, which but for the Damage would have been received during the Indemnity Period exceeds the amount of the Projected Additional Rent received during the Indemnity Period
- (ii) in respect of increase in cost of working any additional expense You necessarily and reasonably incur solely to prevent or limit a loss of Projected Additional Rent during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the reduction avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Projected Additional Rent, which reduce or ceases due to the Damage.

If at the time of the Damage the Sum Insured is less than the Projected Additional Rent which would have been receivable during the Maximum Indemnity Period.

You will be Your own insurer for the difference and bear a rateable share of the loss.

---

## Clauses

*The following clauses apply to this Specification.*

---

### Auditors, Professional Accountants and Legal Fees

We will pay Your auditors', professional accountants' and solicitors' reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books
- (c) determining Your 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 a claim.

The maximum We will pay for any claim, including auditors', professional accountants' and solicitors' charges, is the Sum Insured.

# Revenue Protection Business Interruption

## Loan Interest Charges Specification

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### Item

Loan Interest Charges stated in The Schedule.

---

### Definitions

*The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.*

---

#### Indemnity Period

The period during which The Premises are not available for occupation due to the Damage starting from the date on which, but for Damage, the loan raised on The Project would have been repaid and ending no later than the Maximum Indemnity Period.

---

#### Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

---

#### The Project

The construction of the buildings to be used for the purpose of The Business at The Premises.

---

#### Loan Interest Charges

Loan Interest Charges You incur during the Indemnity Period on loans, necessarily and reasonably continued due to the Damage which, but for such Damage, would have been repaid at the start of the Indemnity Period.

---

### Basis of Settlement

This insurance is limited to loss of Loan Interest Charges due to

(1) Loan Interest Charges  
and

(2) increase in cost of working.

We will pay

(a) in respect of loss of Loan Interest Charges, the Loan Interest Charges during the Indemnity Period

(b) in respect of increase in cost of working any additional expense You necessarily and reasonably incur solely to prevent or limit the Loan Interest Charges which, but for such expense, would have taken place due to Damage, We will not pay more than the Loan Interest Charges avoided by the expenditure

less

(i) any sum receivable as interest earned on the proceeds of any other policy of insurance payable due to the Damage

(ii) any sum receivable as interest earned on monies invested which would not have been available for investment but for the Damage.

If at the time of the Damage the Sum Insured is less than the annual equivalent of Loan Interest Charges (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a proportionate share of the loss.

---

### Clauses

*The following Clauses apply to this Specification.*

---

#### Auditor's, Professional Accountant's and Legal Fees

We will pay Your auditor's, professional accountant's and solicitor's reasonable charges for

(1) producing information We require for investigating any claim

(2) confirming the information is in accordance with Your business books

(3) determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease

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

The maximum We will pay for any claim, including auditor's, professional accountant's and solicitor's charges, is the Sum Insured.

# Revenue Protection Business Interruption

## Advance Gross Rental Sum Insured Specification

<b>Item</b>	Gross Rentals Sum Insured stated in The Schedule.
<b>Definitions</b> <i>The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.</i>	<b>Annual Gross Rentals</b> Gross Rentals which, but for the Damage would have been receivable had The Premises been fully let during the 12 months following the date on which The Business would have commenced had the Damage not occurred. <b>Standard Gross Rentals</b> Gross Rentals which, but for the Damage would have been receivable during the Indemnity Period based on (a) leases signed prior to the Damage and (b) leases in course of negotiation at the date of such Damage and (c) leases which would have been in force during the Indemnity Period had the Damage not occurred. Rents of similar property in the same locality and any circumstances affecting The Business or which, but for the Damage would have affected The Business during the Indemnity Period, will be taken into account, when calculating Annual Gross Rentals and Standard Gross Rentals. <b>Gross Rentals</b> Money paid or payable to You by tenants for rental of The Premises and for services provided in connection with The Business at The Premises. <b>Indemnity Period</b> The period during which The Business results are affected due to the Damage, beginning with the date on which, but for the Damage, The Business would have commenced and ending no later than the Maximum Indemnity Period. <b>Maximum Indemnity Period</b> The number of months stated in The Schedule unless amended in any Additional Contingency.
<b>Notes</b>	1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
<b>Basis of Settlement</b>	This insurance on Gross Rentals is limited to loss due to (a) loss of Gross Rentals and (b) increase in cost of working. We will pay (i) in respect of loss of Gross Rentals the amount by which due to the Damage, the Standard Gross Rentals exceed the Gross Rentals during the Indemnity Period

# Revenue Protection Business Interruption Advance Gross Rental Sum Insured Specification

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## Basis of Settlement (continued)

(ii) in respect of increase in cost of working

any additional expense You necessarily and reasonably incur solely to prevent or limit a loss of Gross Rentals during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the reduction avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Gross Rentals, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured is less than the Annual Gross Rentals (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

---

## Clauses

*The following clauses apply to this Specification.*

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### Alternative Premises

The Gross Rentals during the Indemnity Period will include Gross Rentals derived elsewhere than from The Premises if The Business is conducted elsewhere than at The Premises.

---

### Auditors, Professional Accountants and Legal Fees

We will pay Your auditors', professional accountants' and solicitors' reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books
- (c) determining Your 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 a claim.

The maximum We will pay for any claim, including auditors', professional accountants' and solicitors' charges, is the Sum Insured.

---

### Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay the additional premium required to reinstate the Sum Insured.

---

### Return Premium

We will allow a return premium for the Period of Insurance where

- (a) You provide Us with a declaration of Gross Rentals earned in the financial period of 12 months immediately following the commencement of The Business  
and
- (b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium in the event of any claim due to Damage being made under this Section.

# Revenue Protection Business Interruption Advance Gross Rentals Declaration Linked Basis Specification

<b>Item</b>	Estimated Gross Rentals stated in The Schedule.
<b>Definitions</b> <i>The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.</i>	
<b>Estimated Gross Rentals</b>	Your estimate of Gross Rentals which but for the Damage would have been receivable had The Premises been fully let, for the financial year (proportionately increased where the Maximum Indemnity Period exceeds 12 months) most closely corresponding to the Period of Insurance.
<b>Gross Rentals</b>	Money paid or payable to You by tenants for rental of The Premises and for services provided in connection with The Business at The Premises.
<b>Indemnity Period</b>	The period during which The Business results are affected due to the Damage, beginning with the date on which, but for the Damage, The Business would have commenced and ending no later than the Maximum Indemnity Period.
<b>Maximum Indemnity Period</b>	The number of months stated in The Schedule, unless amended in any Additional Contingency.
<b>Standard Gross Rentals</b>	Gross Rentals which, but for the Damage would have been receivable during the Indemnity Period based on <ul style="list-style-type: none"><li>(a) leases signed prior to the Damage and</li><li>(b) leases in course of negotiation at the date of such Damage and</li><li>(c) leases which would have been in force during the Indemnity Period had the Damage not occurred.</li></ul>
<b>Annual Gross Rentals</b>	The Gross Rentals which, but for the Damage would have been receivable during the 12 months immediately after the date on which the Business would have commenced had the Damage not occurred.  Rents of similar property in the same locality and any circumstances affecting The Business or which, but for the Damage would have affected The Business during the Indemnity Period, will be taken into account, when calculating Annual Gross Rentals and Standard Gross Rentals.

# Revenue Protection Business Interruption

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## Notes

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

---

## Basis of Settlement

The insurance on Gross Rentals is limited to loss due to

- (a) loss of Gross Rentals  
and
- (b) increase in cost of working.

We will pay

- (i) in respect of Gross Rentals  
the amount by which, due to the Damage, the Standard Gross Rentals exceed the Gross Rentals during the Indemnity Period
- (ii) in respect of increase in cost of working  
any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Gross Rentals during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the reduction avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Gross Rentals, which reduce or cease due to the Damage.

---

## Maximum Amount Payable

The maximum amount We will pay is

- (a) in respect of Gross Rentals  
200% of the Estimated Gross Rentals stated in The Schedule
- (b) overall  
200% of the Estimated Gross Rentals stated in The Schedule  
and  
100% of the Sums Insured by other items  
unless otherwise agreed by Us.

However, if at the time of the Damage the Sum Insured on Estimated Gross Rentals is less than 50% of the Annual Gross Rentals (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss and the maximum amount We will pay is the Estimated Gross Rentals stated in The Schedule.

# Revenue Protection Business Interruption

---

## Clauses

*The following clauses apply to this Specification.*

---

### Alternative Premises

The Gross Rentals during the Indemnity Period will include Gross Rentals derived elsewhere than from The Premises if The Business is conducted elsewhere than at The Premises.

---

### Auditors, Professional Accountants and Legal Fees

We will pay Your auditors', professional accountants' and solicitors' reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books
- (c) determining Your contractual rights under any rent cesser clause or insurance break clause contained in the lease

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

The maximum We will pay for any claim, including auditors', professional accountants' and solicitors' charges, is the Sum Insured.

---

### Automatic Reinstatement

The Estimated Gross Rentals stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay the additional premium required to reinstate the Estimated Gross Rentals.

---

### Premium Adjustment

You will provide Us with a professional accountant's declaration of Gross Rentals for the financial period of 12 months immediately following the commencement of the Business, within six months of the expiry of the Period of Insurance.

We will, for the purposes of premium adjustment, increase the declared figure by the amount by which the Gross Rentals were reduced during the financial year as a result of a claim.

If the declared figure (adjusted as above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative Period of Insurance

- (a) is less than the Estimated Gross Rentals, We will allow a pro rata return of up to 50% of the premium paid
- (b) exceeds the Estimated Gross Rentals, You will pay a pro rata additional premium up to 33⅓% of the premium paid.

---

### Renewal

You will supply, prior to each renewal, the Estimated Gross Rentals for the financial year most closely corresponding to the following Period of Insurance.

# Revenue Protection Business Interruption

## Loan Interest Charges and Interest on Tied Capital Sum Insured Basis Specification

---

### Item 1

On Loan Interest Charges stated in The Schedule.

### Item 2

On Interest on Tied Capital stated in The Schedule.

Your Schedule will state

(a) which of the above Items apply,

(b) any other Items which apply.

---

### Definitions

*The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.*

---

#### Loan Interest Charges

Loan interest charges You incur on loans, necessarily and reasonably continued (proportionately increased if the Maximum Indemnity Period exceeds 12 months).

---

#### Interest on Tied Capital

Notional interest on Tied Capital at 2% above the prevailing Interbank Lending Rate. Tied Capital being Your capital outlay on The Development to the Date of Completion (proportionately increased if the Maximum Indemnity Period exceeds 12 months).

---

#### Indemnity Period

The period during which the results of The Business are affected due to the Damage, beginning with the date on which The Development would have been completed but for the Damage, and ending not later than the Maximum Indemnity Period.

---

#### Interbank Lending Rate

The prevailing BBA LIBOR (British Banking Association London Interbank Offered Rate) for a Pound Sterling (GBP) 12 months loan at the date of the Damage.

---

#### Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

---

#### Date of Completion

The date on which The Development is to be completed, as stated in the Contract Particulars.

---

#### Contract Particulars

The particulars in the building contract and described in there as such, as completed by the employer and the contractor.

---

#### The Development

The construction of buildings or the extension, alteration or refurbishment of buildings at The Premises.

---

### Notes

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

# Revenue Protection Business Interruption

---

## Basis of Settlement

This insurance is limited to:

- (1) Loan Interest Charges  
and/or
- (2) loss of Interest on Tied Capital  
and
- (3) increase in cost of working.

We will pay

- (a) in respect of Loan Interest Charges the Loan Interest Charges during the Indemnity Period
- (b) in respect of loss of Interest on Tied Capital the loss of Interest on Tied Capital during the Indemnity Period
- (c) in respect of increase in cost of working, any additional expense You necessarily and reasonably incur solely to prevent or limit the Loan Interest Charges and/or the loss of Interest on Tied Capital which, but for such expense, would have taken place due to the Damage. We will not pay more than the interest avoided by the expenditure.

Less

- (i) any sum receivable as interest earned on the proceeds of any other policy of insurance payable due to the Damage.
- (ii) any sum receivable as interest earned on monies invested which would not have been available for investment but for the Damage.

If at the time of the Damage the Sum Insured on each or either Item is less than the annual equivalent of:

- (a) in respect of Item 1, Your actual Loan Interest Charges in respect of The Development,
- (b) in respect of Item 2, the notional Interest on Tied Capital at 2% above the prevailing Interbank Lending Rate,

(both proportionately increased where the Maximum Indemnity Period exceeds 12 months),

You will be Your own insurer for the difference and bear a proportionate share of the loss.

---

## Clauses

*The following clauses apply to this Specification.*

---

### Auditor's, Professional Accountant's and Legal Fees

We will pay Your auditor's, professional accountant's and solicitor's reasonable charges for

- (a) producing information We require for investigating any claim,
- (b) confirming the information is in accordance with Your business books,
- (c) determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease

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

The maximum We will pay for any claim, including auditor's, professional accountant's and solicitor's charges, is the Sum Insured.

# Revenue Protection Business Interruption

## Loan Interest Charges and Interest on Tied Capital Declaration

### Linked Basis Specification

---

#### Item 1

On Estimated Loan Interest Charges stated in the Schedule.

#### Item 2

On Estimated Interest on Tied Capital stated in the Schedule.

Your Schedule will state

(a) which of the above Items apply,

(b) any other Items which apply.

---

#### Definitions

*The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.*

---

#### Estimated Loan Interest Charges

Estimated Loan Interest charges You incur on loans, ` necessarily and reasonably continued (proportionately increased if the Maximum Indemnity Period exceeds 12 months).

---

#### Estimated Interest on Tied Capital

Estimated notional interest on Tied Capital at 2% above the prevailing Interbank Lending Rate. Tied Capital being Your capital outlay on The Development to the Date of Completion (proportionately increased if the Maximum Indemnity Period exceeds 12 months).

---

#### Indemnity Period

The period during which the results of The Business are affected due to the Damage, beginning with the date on which The Development would have been completed but for the Damage, and ending not later than the Maximum Indemnity Period.

---

#### Interbank Lending Rate

The prevailing BBA LIBOR (British Banking Association London Interbank Offered Rate) for a Pound Sterling (GBP) 12 months loan at the date of the Damage.

---

#### Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

---

#### Date of Completion

The date on which The Development is to be completed, as stated in the Contract Particulars.

---

#### Contract Particulars

The particulars in the building contract and described in there as such, as completed by the employer and the contractor.

---

#### The Development

The construction of buildings or the extension, alteration or refurbishment of buildings at The Premises.

---

#### Notes

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

# Revenue Protection Business Interruption

---

## Basis of Settlement

This insurance is limited to

- (1) Loan Interest Charges and/or
- (2) loss of Interest on Tied Capital and
- (3) increase in cost of working.

In the event of Damage We will pay

- (a) in respect of Loan Interest Charges the Loan Interest Charges during the Indemnity Period
- (b) in respect of loss of Interest on Tied Capital the loss of Interest on Tied Capital during the Indemnity Period
- (c) in respect of increase in cost of working, any additional expense You necessarily and reasonably incur solely to prevent or limit the Loan Interest Charges and/or the loss of Interest on Tied Capital which but for such expense, would have taken place due to the Damage. We will not pay more than the interest avoided by the expenditure.

Less

- (i) any sum receivable as interest earned on the proceeds of any other policy of insurance payable due to the Damage.
- (ii) any sum receivable as interest earned on monies invested which would not have been available for investment but for the Damage.

---

## Maximum Amount Payable

The maximum amount We will pay in respect of Loan Interest Charges and/or Interest on Tied Capital is 200% of the Estimated Loan Interest Charges and/or Estimated Interest on Tied Capital stated in The Schedule.

However, if at the time of the Damage the estimated amounts under each or either Item is less than 50% of the annual equivalent of:

- (a) in respect of Item 1, Your actual Loan Interest Charges in respect of The Development,
- (b) in respect of Item 2, the notional Interest on Tied Capital at 2% above the prevailing Interbank Lending Rate,

(both proportionately increased where the Maximum Indemnity Period exceeds 12 months),

You will be Your own insurer for the difference and bear a proportionate share of the loss and the maximum We will pay will be the Estimated Loan Interest Charges stated in The Schedule

# Revenue Protection Business Interruption

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## Clauses

*The following clauses apply to this Specification.*

---

### Auditor's, Professional Accountant's and Legal Fees

We will pay Your auditor's, professional accountant's and solicitor's reasonable charges for,

- (a) producing information We require for investigating any claim,
- (b) confirming the information is in accordance with Your business books,
- (c) determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease

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

The maximum We will pay for any claim, including auditor's, professional accountant's and solicitor's charges, is the Maximum Amount Payable.

---

### Premium Adjustment

You will supply, within six months of the expiry of the Period of Insurance, a professional accountant's declaration of Your Loan Interest Charges and/or the amount of Your capital outlay on The Development.

We will then calculate the Interest on Tied Capital based on this amount and the average Interbank Lending Rate during the Period of Insurance.

We will for the purposes of premium adjustment, increase the declared figures by the amount by which the Loan Interest Charges and/or the Interest on Tied Capital are reduced during the financial year as a result of any claim.

If the Loan Interest Charges and/or the Interest on Tied Capital, calculated on the amount of Your capital outlay on The Development (proportionately increased where the Maximum Indemnity Period exceeds 12 months), for the relative Period of Insurance

- (a) is less than the Estimated Loan Interest Charges and/or Estimated Interest on Tied Capital, We will allow a pro rata return of up to 50% of the premium paid
- (b) exceeds the Estimated Loan Interest Charges and/or Estimated Interest on Tied Capital, You will pay a pro rata additional premium up to 33½% of the premium paid.

---

### Renewal

You will supply, prior to each renewal, the Estimated Loan Interest Charges and/or Estimated Interest on Tied Capital, for the financial year most closely corresponding to the following Period of Insurance.

# Revenue Protection Business Interruption

## Loss of Interest on Sale Proceeds - Sum Insured Specification

<b>Item</b>	On Interest on Sale Proceeds stated in The Schedule.
<b>Definitions</b> <i>The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.</i>	<b>Interest on Sale Proceeds</b> Notional interest on the selling price of The Development or a portion of the Development at 2% above the prevailing Interbank Lending Rate (proportionately increased if the Maximum Indemnity Period exceeds 12 months). <b>Indemnity Period</b> The period during which the results of The Business are affected due to the Damage, beginning with the date on which The Development or portion of The Development would have been completed but for the Damage, and ending not later than the Maximum Indemnity Period (proportionately increased if the Maximum Indemnity Period exceeds 12 months). <b>Interbank Lending Rate</b> The prevailing BBA LIBOR (British Banking Association London Interbank Offered Rate) for a Pound Sterling (GBP) 12 months loan at the date of the Damage. <b>Maximum Indemnity Period</b> The number of months stated in The Schedule, unless amended in any Additional Contingency. <b>Date of Completion</b> The date on which The Development or portion of The Development is to be completed, as stated in the Contract Particulars. <b>Contract Particulars</b> The particulars in the building contract and described in there as such, as completed by the employer and the contractor. <b>The Development</b> The construction of buildings or the extension, alteration or refurbishment of buildings at The Premises.
<b>Notes</b>	All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

# Revenue Protection Business Interruption

---

## Basis of Settlement

This insurance is limited to

- (1) loss of Interest on Sale Proceeds  
and
- (2) increase in cost of working.

In the event of Damage We will pay

- (a) In respect of loss of Interest on Sale Proceeds:
  - (i) where The Development or a portion of The Development has been sold prior to the Damage, the loss of Interest on Sale Proceeds during the Indemnity Period, from the Date of Completion until The Development or portion of The Development is actually sold.
  - (ii) where The Development or a portion of The Development is unsold, the loss of Interest on Sale Proceeds during the Indemnity Period, from the Date of Completion until The Development or portion of The Development is actually completed and ready for sale.
- (b) in respect of increase in cost of working any additional expense You necessarily and reasonably incur solely to prevent or limit the the loss of Interest on Sale Proceeds which but for such expense, would have taken place due to the Damage. We will not pay more than the interest avoided by the expenditureL

Less

- (i) any sum receivable as interest earned on the proceeds of any other policy of insurance payable due to the Damage.
- (ii) any sum receivable as interest earned on monies invested which would not have been available for investment but for the Damage.

If at the time of the Damage the Sum Insured is less than the annual equivalent of the notional Interest on the Selling Price of The Development at 2% above the prevailing Interbank Lending Rate, (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a proportionate share of the loss.

---

## Clauses

*The following clauses apply to this Specification*

---

### Auditor's, Professional Accountant's and Legal Fees

We will pay Your auditor's, professional accountant's and solicitor's reasonable charges for,

- (a) producing information We require for investigating any claim,
- (b) confirming the information is in accordance with Your business books,
- (c) determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease

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

The maximum We will pay for any claim, including auditor's, professional accountant's and solicitor's charges, is the Sum Insured.

# Revenue Protection Business Interruption Loss of Interest on Sale Proceeds Declaration Linked Basis Specification

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## Item

On Estimated Interest on Sale Proceeds stated in The Schedule.

---

## Definitions

*The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.*

---

### Estimated Interest on Proceeds

Notional interest on Your estimate of the selling price of The Development at 2% above the prevailing Interbank Lending Rate (proportionately increased if the Maximum Indemnity Period exceeds 12 months).

---

### Indemnity Period

The period during which the results of The Business are affected due to the Damage, beginning with the date on which The Development or portion of The Development would have been completed but for the Damage, and ending not later than the Maximum Indemnity Period.

---

### Interbank Lending Rate

The prevailing BBA LIBOR (British Banking Association London Interbank Offered Rate) for a Pound Sterling (GBP) 12 months loan at the date of the Damage.

---

### Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

---

### Date of Completion

The date on which The Development or portion of The Development is to be completed, as stated in the Contract Particulars.

---

### Contract Particulars

The particulars in the building contract and described in there as such, as completed by the employer and the contractor.

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### The Development

The construction of buildings or the extension, alteration or refurbishment of buildings at The Premises.

---

## Notes

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

---

## Basis of Settlement

This insurance is limited to

- (1) loss of Interest on Sale Proceeds
- and

- (2) increase in cost of working.

In the event of Damage We will pay

- (a) In respect of loss of Interest on Sales Proceeds:

- (i) where The Development or a portion of The Development has been sold prior to the Damage, the loss of Interest on Sale Proceeds during the Indemnity Period from the Date of Completion until The Development or portion of The Development is actually sold.

- (ii) where The Development or a portion of The Development is unsold, the loss of Interest on Sale Proceeds during the Indemnity Period from the Date of Completion until The Development or portion of The Development is actually completed and ready for sale.

# Revenue Protection Business Interruption

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## Basis of Settlement (continued)

(b) in respect of increase in cost of working any additional expense You necessarily and reasonably incur solely to prevent or limit the loss of Interest on Sale Proceeds which but for such expense, would have taken place due to Damage. We will not pay more than the interest avoided by the expenditure.

Less

(i) any sum receivable as interest earned on the proceeds of any other policy of insurance payable due to the Damage.

(ii) any sum receivable as interest earned on monies invested which would not have been available for investment but for the Damage.

---

## Maximum Amount Payable

The maximum amount We will pay in respect of loss of Interest on Sale Proceeds is 200% of the Estimated Interest on Sale Proceeds stated in The Schedule.

However, if at the time of the Damage the Sum Insured is less than 50% of the annual equivalent of the notional Interest on the Selling Price of The Development at 2% above the prevailing Interbank Lending Rate, (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a proportionate share of the loss and the maximum We will pay is the Estimated Interest on Sale Proceeds stated in The Schedule.

---

## Clauses

*The following clauses apply to this Specification.*

---

### Auditor's, Professional Accountant's and Legal Fees

We will pay Your auditor's, professional accountant's and solicitor's reasonable charges for,

(a) producing information We require for investigating any claim,

(b) confirming the information is in accordance with Your business books,

(c) determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease,

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

The maximum We will pay for any claim, including auditor's, professional accountant's and solicitor's charges, is the Estimated Interest on Sale Proceeds stated in The Schedule.

---

### Premium Adjustment

You will supply, within six months of the expiry of the Period of Insurance, a professional accountant's declaration of the final sale price of The Development.

We will then calculate the Interest on Sale Proceeds based on this amount and the average Interbank Lending Rate during the Period of Insurance.

We will for the purposes of premium adjustment, increase the declared figures by the amount by which the Interest on Sale Proceeds is reduced during the financial year as a result of a claim.

If the Interest on Sale Proceeds calculated on the declared final sale price (proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative Period of Insurance

(a) is less than the Estimated Interest on Sale Proceeds, We will allow a pro rata return of up to 50% of the premium paid

(b) exceeds the Estimated Interest on Sale Proceeds, You will pay a pro rata additional premium up to 33⅓% of the premium paid.

---

### Renewal

You will supply, prior to each renewal, the Estimated Interest on Sale Proceeds, for the financial year most closely corresponding to the following Period of Insurance.

# Revenue Protection Business Interruption – Clauses

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## Business Interruption Clauses

*The following Clauses apply to this Section only if stated in The Schedule.*

---

### Deductible

We will deduct the amount of any deductible stated in The Schedule in respect of each and every claim as calculated after the application of all other terms of this Section.

---

### Provisional Premium Adjustment

Part 1 of this Clause applies only in respect of any insurance which is shown in Your Specification as being on the Sum Insured Basis.

#### Part 1 (Sum Insured Basis)

The first and annual premiums are provisional and they represent

- (1) 75% of the premiums required at the start of the Period of Insurance  
and
- (2) 25%, the balance, to be paid within six months of the end of that Period of Insurance.

However, in respect of any items on

- (1) Insured Profit or Gross Fees or Rentals or Revenue  
or
- (2) Net Revenue

the premium paid will be adjusted when We receive a declaration for such items of the amount earned during the financial year most nearly concurrent with such Period of Insurance as reported by Your professional accountants.

If any Damage has occurred giving rise to a claim for loss under such items We will increase the declaration for the purpose of premium adjustment by the sum by which the amount earned was reduced during the financial year solely due to the Damage.

If the declaration

- (1) adjusted due to a claim as provided for above  
and
- (2) proportionately increased where the Maximum Indemnity Period exceeds 12 months
  - (a) is less than 75% of the Sum Insured for such items for the relative Period of Insurance

We will pay to You a pro rata return premium but not more than 33 $\frac{1}{3}$ % of the provisional premium paid.

- (b) is more than 75% of the Sum Insured for such items for the relative Period of Insurance

You will pay to Us a pro rata additional premium but not more than 33 $\frac{1}{3}$ % of the provisional premium paid.

If You fail to provide a declaration within six months of the end of such Period of Insurance You must pay the balance of 25%.

Any other part of this Section dealing with an annual return premium is cancelled.

Part 2 of this Clause applies only in respect of any insurance which is shown in Your Specification as being on the Declaration Linked Basis.

# Revenue Protection Business Interruption – Clauses

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## Business Interruption Clauses (continued)

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### Part 2 (Declaration Linked Basis)

The first and annual premiums are provisional and they are based on 75% of Estimated Insured Profit or Gross Fees or Rentals or Revenue, or Net Revenue.

The premium paid will be adjusted when We receive a declaration for Insured Profit or Gross Fees or Rentals or Revenue or Net Revenue items.

The declaration must be

- (1) of the amount earned during the financial year most nearly concurrent with the Period of Insurance
- (2) confirmed by Your professional accountant
- (3) provided by You not later than six months after the expiry of each Period of Insurance.

If any Damage has occurred giving rise to a claim for loss under such items We will increase the declaration for the purpose of premium adjustment by the sum by which the amount earned was reduced during the financial year solely due to the Damage.

If the declaration

- (1) adjusted due to a claim as provided for above  
and
- (2) proportionately increased where the Maximum Indemnity Period exceeds 12 months
  - (a) is less than 75% of the Estimated Insured Profit or Gross Fees or Rentals or Revenue, or Net Revenue for the relative Period of Insurance

We will pay to You a pro rata return premium but not more than 33⅓% of the provisional premium paid.

- (b) is greater than 75% of the Estimated Insured Profit or Gross Fees or Rentals or Revenue, or Net Revenue for the relative Period of Insurance

You will pay Us an additional premium, which will be pro rata to the premium paid on 75% of the Estimated Amount.

Any other part of this Section dealing with an annual return premium is cancelled.

---

### Salvage Sale

If following Damage, giving rise to a claim under this Section, You hold a salvage sale during the Indemnity Period, Paragraph (a) of the Basis of Settlement in respect of Insured Profit is amended so that We will pay in respect of reduction in Turnover the sum produced by applying the Rate of Insured Profit to the amount by which, due to Damage the Standard Turnover exceeds the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) from which sum shall be deducted the Insured Profit actually earned during the period of the salvage sale.

---

### Departments

If You conduct The Business in departments and independent trading results are obtainable, the Basis of Settlement of the Insured Profit item will apply separately to each department affected by the Damage.

If the insurance is not on a declaration linked basis, if the Sum Insured by the Insured Profit item is less than the total of all the sums produced by applying the Rate of Insured Profit for each department of The Business (whether affected by the Damage or not) to its relative Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

# Revenue Protection Business Interruption - Endorsements

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## Business Interruption Endorsements

*The following Endorsements only apply to this Section if stated in The Schedule.*

---

### Rent Receivable

We will pay in respect of rent receivable the difference between

(1) the rent which would have been receivable in respect of The Premises during the Indemnity Period but for the Damage

(2) the amount of rent actually received during the same period

less any savings in charges or expenses of The Business, payable out of rent receivable, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured by this item is less than the rent which, but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will

(1) be Your own insurer for the difference

(2) bear a rateable share of the loss.

The maximum We will pay is the Sum Insured stated in The Schedule.

---

### Additional Increased Cost of Working

We will pay the additional expenditure necessarily and reasonably incurred due to the Damage solely for the purpose of avoiding or diminishing the reduction in Turnover (or Revenue, Fees, or Rentals as insured by this Section) during the Indemnity Period and which exceeds the amount recoverable as increase in cost of working, under Item 1 of this Section.

The maximum We will pay is the Sum Insured stated in The Schedule.

---

### Fines or Damages

We will pay in respect of fines or damages for breach of contract, the sums You are legally liable to pay and will pay in discharge of fines or damages incurred solely due to the Damage, for non-completion or late completion of orders.

The maximum We will pay is the Sum Insured stated in The Schedule.

---

### Additional Cost of Rent

We will pay the additional cost of rent necessarily and reasonably incurred by You for temporary premises, beyond the Maximum Indemnity Period under Item 1 of this Section during the Additional Maximum Indemnity Period stated in The Schedule.

The maximum We will pay is the Sum Insured stated in The Schedule.

---

### Definition

Additional Maximum Indemnity Period

The number of months stated in The Schedule in excess of the Maximum Indemnity Period under Item 1.

# Asset and Revenue Protection Terrorism

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## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

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## 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.

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## Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems.

This includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between or amongst networks.

---

## Excess

The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.

---

## Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether Your property or not.

---

## Heads of Cover

Any of the following types of direct insurance cover

- (1) Buildings and completed structures
- (2) Other property
- (3) Business Interruption
- (4) Book Debts

insured under this policy.

---

## Nuclear Installation

Any installation which is prescribed by regulations made by the Secretary of State from time to time or any successor relevant authority, being an installation designed or adapted for

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

---

## Nuclear Reactor

Any plant (including any machinery, equipment or appliance, whether fixed 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.

# Asset and Revenue Protection Terrorism

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## Definitions

*(continued)*

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### Private Individual

Any person other than a

- (1) company, association or partnership
- (2) trustee or body of trustees where insurance is arranged under the terms of a trust
- (3) person who owns Residential Property for the purpose of a business as a sole trader
- (4) person who owns Residential Property of which in excess of 20% is commercially occupied.

Where

- (a) (i) the Residential Property is occupied by a trustee or a sole trader as a private residence and

- (ii) the property is not a block of flats

each will be deemed to be a Private Individual in respect of that same property.

- (b) two or more persons have arranged insurance on Residential Property in

- (i) their several names and/or

- (ii) the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured

such persons will be deemed to be a Private Individual in respect of that property.

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### Residential Property

- (1) Private dwelling houses and flats.
- (2) Household goods and personal effects.

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### Treasury

The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority.

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### 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, trojan horses, worms and logic bombs.

# Asset and Revenue Protection Terrorism

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## Cover

We will indemnify You in respect of all losses arising under any of the Heads of Cover resulting from loss or destruction of or damage to property insured under this policy directly caused by an Act of Terrorism occurring during the Period of Insurance at The Premises but only in England, Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands), subject to the definitions, exceptions and conditions herein.

The maximum We will pay under this Section in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy where the Head of Cover is otherwise insured.

In any action, suit or proceedings where We allege that any loss is not covered by this Section the burden of proving that such loss is covered will be upon You.

---

## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

- (1) The insurance provided by this Section is subject to all the Definitions, Conditions and Clauses of the Sections of this policy where the Head of Cover is otherwise insured.  
  
If there is conflict between this Section and the rest of the policy, this Section will prevail.
- (2) We will not indemnify You unless and until
  - (a) the Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism,
  - or
  - (b) in the event of the Treasury refusing to issue such a certificate a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism.
- (3) If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim
  - (a) You must declare to Us all property and/or premises owned by You, or for which You are responsible, including all such property and/or premises of subsidiary companies unless it is the practice of any subsidiary company to effect its own insurance
  - (b) You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises.
- (4) We may cancel the cover provided by this Section
  - (a) by sending You 30 days written notice to Your last known address  
  
We will refund a proportionate part of any premium paid for the unexpired period
  - (b) immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement  
  
We will not refund any instalment paid.

# Asset and Revenue Protection Terrorism

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## Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of losses arising under any of the Heads of Cover

- (1) directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from
  - (a) damage to any computer, or other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information, programs or software) and whether Your property or not, where such damage is caused by Virus or Similar Mechanism, Hacking or Denial of Service Attack.
  - (b) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (2) as a result of loss or destruction of or damage to Residential Property insured in the name of a Private Individual.
- (3) as a result of loss or destruction of or damage to any property at a Nuclear Installation or Nuclear Reactor.

# Legal Liabilities Employers' Liability

## Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

- (1) Fees for The Insured's legal representation at
    - (a) any Coroner's Inquest or Fatal Accident Inquiry
    - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
  - (2) costs and expenses incurred with Our written consent
  - (3) Any claimant's legal costs for which The Insured is legally liable
- in connection with any event which is or may be the subject of indemnity under this Section.

### Terrorism

- Any act or acts including but not limited to
- (1) the use or threat of force and/or violence and/or
  - (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
- caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

### The Defined Territories

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories.

### The Insured

- (1) You.
  - (2) Your personal representatives in respect of legal liability You incur.
  - (3) At Your request
    - (a) any director, partner or Employee of Yours
    - (b) the officers, committees and members of Your
      - (i) canteen, social, sports, educational and welfare organisations
      - (ii) first aid, fire, security and ambulance services
- in their respective capacities as such
- (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditions

# Legal Liabilities Employers' Liability

---

## Definitions (continued)

or the personal representative of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

---

### The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against The Insured arising out of one cause.

---

### The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

---

## Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation
- and
- (2) Costs and Expenses

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

The maximum We will pay is The Limit of Indemnity.

---

## Clauses

*The following clauses apply to this Section.*

---

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant which are owned and used by You.
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

# Legal Liabilities Employers' Liability

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## Clauses *(continued)*

### **Contractual Liability**

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

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

---

### **Cross Liabilities**

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

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

---

### **Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals.
- (2) costs of prosecution awarded against You

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

We will not provide indemnity

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

---

### **Legal Expenses arising from Health and Safety Legislation**

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

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

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.

# Legal Liabilities Employers' Liability

---

## Clauses *(continued)*

- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to the health and safety of any person other than an Employee.
- (3) where indemnity is provided by another insurance policy.

---

### Our Right of Recovery

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

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

---

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) each Employee is £250 per day.

---

### Unsatisfied Court Judgments

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

Payment will only be made where

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

---

## Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

---

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
  - (a) accommodation, exploration, drilling or production rig or platform.
  - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is
  - (a) carried in or upon a vehicle
  - (b) entering or getting on to, or alighting from, a vehiclewhere any road traffic legislation requires insurance or security.

## Legal Liabilities Employers' Liability

---

### Exceptions (continued)

- (3) (a) liquidated damages.
- (b) penalty clauses.
- (c) fines.
- (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision - Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

#### **Special Provision - Terrorism**

Subject otherwise to the terms of the policy

Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 including Costs and Expenses.

---

### Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

---

#### Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.
- (2) Where it is stated in The Schedule that declarations apply
  - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require  
and
  - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

# Legal Liabilities Property Owners Liability

## Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

<b>Asbestos</b>	Asbestos, asbestos fibres or any derivatives of asbestos.
<b>Bodily Injury</b>	Bodily injury including death, illness, disease or nervous shock.
<b>Clean-Up Costs</b>	Costs of Remediation.
<b>Compensation</b>	Damages, including interest.
<b>Costs and Expenses</b>	(1) Fees for The Insured's legal representation at <ol style="list-style-type: none"><li>any Coroner's Inquest or Fatal Accident Inquiry</li><li>proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty</li></ol> (2) Costs and expenses incurred with Our written consent (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.
<b>Damage</b>	Physical <ol style="list-style-type: none"><li>loss.</li><li>destruction.</li><li>damage.</li></ol>
<b>Enforcing Authority</b>	Any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
<b>Financial Loss</b>	A pecuniary loss suffered by any tenant of The Insured and not caused by Personal Injury or Damage to Property.
<b>Personal Injury</b>	(1) Bodily Injury. (2) Wrongful <ol style="list-style-type: none"><li>arrest, detention or imprisonment.</li><li>eviction.</li><li>accusation of shoplifting.</li></ol>
<b>Pollution or Contamination</b>	(1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.
<b>Products Supplied</b>	Anything which is <ol style="list-style-type: none"><li>manufactured, sold, supplied, processed, altered or treated</li><li>repaired, serviced or tested</li><li>installed, constructed, erected or transported</li></ol> by You or on Your behalf and which is no longer in the custody or control of The Insured.

## Legal Liabilities Property Owners Liability

### Definitions (continued)

<b>Property</b>	Material property.
<b>Remediation</b>	Remedying the effects of Pollution or Contamination as lawfully required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time such Remediation commences and shall include the testing for or monitoring of Pollution or Contamination.
<b>Terrorism</b>	<p>Any act or acts including but not limited to</p> <p>(1) the use or threat of force and/or violence and/or</p> <p>(2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means</p> <p>caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.</p>
<b>The Defined Territories</b>	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.
<b>The Insured</b>	<p>(1) You.</p> <p>(2) Your personal representatives in respect of legal liability You incur.</p> <p>(3) At Your request</p> <p>(a) any director, partner or Employee of Yours</p> <p>(b) the officers, committees and members of Your</p> <p>(i) canteen, social, sports, educational and welfare organisations</p> <p>(ii) first aid, fire, security and ambulance services in their respective capacities as such</p> <p>(c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions</p> <p>(d) those who hire plant to You to the extent required by the hiring conditions</p> <p>or the personal representatives of any of these persons</p> <p>in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.</p> <p>Each indemnified party will be subject to the terms of this Section so far as they apply.</p> <p>The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.</p>

# Legal Liabilities Property Owners Liability

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## Definitions (continued)

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### The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of

- (1) Products Supplied
- (2) Pollution or Contamination

The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

---

### The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

---

### The Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used

for the period during which You are responsible under contract conditions.

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## Cover

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We will indemnify The Insured against

- (1) legal liability to pay Compensation  
and

- (2) Costs and Expenses

in respect of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

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

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

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## Clauses

*The following clauses apply to this Section.*

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### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant which are owned and used by You.
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

# Legal Liabilities Property Owners Liability

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## Clauses (continued)

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### Buildings Temporarily Occupied

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

We will not provide indemnity in respect of Damage to

- (1) premises and their contents which You own or are loaned, leased, hired or rented to
  - (a) The Insured.
  - (b) any other party who is carrying out work on Your behalf.
- (2) The Works.

---

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

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

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

We will not provide indemnity

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

---

### Contractual Liability

We will indemnify The Insured in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

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

---

### Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

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

## Legal Liabilities Property Owners Liability

### Clauses (continued)

#### Data Protection Act 1998

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual
  - (a) the subject of personal data The Insured holds  
and
  - (b) who suffers damage or distress caused by
    - (i) inaccuracy of data
    - (ii) loss of the data
    - (iii) unauthorised destruction or disclosure of the data
    - (iv) unauthorised access to the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

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

# Legal Liabilities Property Owners Liability

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## Clauses (continued)

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### Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

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

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

---

### Employees' and Visitors' Personal Belongings

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

We will not provide indemnity where this Property is

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

---

### Environmental Statutory Clean-Up Costs

We will indemnify The Insured against

- (1) the cost of carrying out Remediation  
and/or
- (2) paying for Clean-Up Costs

pursuant to a lawful notice or demand served upon The Insured under any environmental protection legislation in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by any Enforcing Authority provided that such cost or costs arise from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

The maximum We will pay, including Costs and Expenses, is £100,000 in respect of all events in any one Period of Insurance.

The limit above forms part of, and is not in addition to, The Limit of Indemnity stated in The Schedule for the Property Owner's Liability Section.

We will not provide indemnity

- (1) in respect of any work (whether preventive or otherwise) in respect of property
  - (a) which You own or is loaned, leased, hired or rented to The Insured.
  - (b) which is held in trust or in the custody or control of
    - (i) The Insured
    - (ii) any other party who is carrying out work on Your behalf.
  - (c) which requires to be insured under the terms of Clause 6.5.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
- (2) in respect of any work involving the reinstatement or reintroduction of flora or fauna.
- (3) in respect of any fines or penalties.

## Legal Liabilities Property Owners Liability

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### Clauses (continued)

- (4) in respect of any Complementary or Compensatory Remediation as defined by the Environmental Damage (Prevention and Remediation) Regulations 2009 and any successor and/or amending legislation.
- (5) in respect of costs of preventing any imminent threat of environmental damage where such costs are incurred in the absence of Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident.
- (6) in respect of costs of achieving any improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences.
- (7) where indemnity is provided by another insurance policy.

---

### Financial Loss – Property Owners

We will indemnify The Insured in respect of legal liability for Financial Loss as a direct result of the failure to provide any Property or service in connection with Property Insured as detailed under the Property Damage Section of this policy.

The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is £500,000.

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

We will not provide indemnity

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

# Legal Liabilities Property Owners Liability

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## Clauses (continued)

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### Hired or Rented Premises

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

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

---

### Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You

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

We will not provide indemnity

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

---

### Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

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

We will not provide indemnity

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

## Legal Liabilities Property Owners Liability

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### Clauses (continued)

#### Legionella

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

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

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

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

The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

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

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

- (1) claims are made in writing within 90 days of the last Period of Insurance.
- (2) You exercise the right granted by this Clause no later than 30 days after the last Period of Insurance.
- (3) You pay the premium required by Us, which shall not exceed 20% of the annual premium, or pro rata equivalent thereof, applicable to the last Period of Insurance.
- (4) The maximum We will pay, including Costs and Expenses, in respect of all claims made against You during the last Period of Insurance and within the amount of days shown in (1) above is the amount specified above as applying to this Clause.

## Legal Liabilities Property Owners Liability

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### Clauses (continued)

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#### Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1) (a) not owned by  
(b) not loaned, leased, hired or rented to  
You nor provided by You  
and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

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

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#### Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

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

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#### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is      £500 per day.
- (2) each Employee is                              £250 per day.

## Legal Liabilities Property Owners Liability

### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
  - (a) aircraft, aerial device or hovercraft.
  - (b) watercraft exceeding eight metres in length.
  - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
    - (i) where described in the Motor Contingent Liability Clause.
    - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
- (3) Damage to Property
  - (a) which You own or is loaned, leased, hired or rented to The Insured
  - (b) which is held in trust or in the custody or control of
    - (i) The Insured
    - (ii) any other party who is carrying out work on Your behalfother than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.
  - (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
  - (a) Products Supplied (other than Products Supplied under a separate contract).
  - (b) The Works.
- (5) recalling or making refunds in respect of
  - (a) Products Supplied.
  - (b) The Works.
- (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
- (7)
  - (a) the carrying out of any work
  - (b) any Products Suppliedwhich affects or could affect
  - (i) the navigation, propulsion or safety of any aircraft or other aerial device.
  - (ii) the safety or operation of nuclear installations.
- (8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

## Legal Liabilities Property Owners Liability

### Exceptions (continued)

- (9) (a) work in or on and travel to, from or within  
(b) Products Supplied to  
any offshore  
(i) accommodation, exploration, drilling or production rig or platform.  
(ii) support vessel.
- (10) (a) liquidated damages.  
(b) penalty clauses.  
(c) fines.  
(d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.
- (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event  
(a) Terrorism  
(b) any action taken in controlling, preventing, suppressing or in any way relating to  
(a) above

except as stated in **Special Provision - Terrorism** below.

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

#### **Special Provision - Terrorism**

Subject otherwise to the terms of the policy

Neither of the exclusions in (12)(a) and (12)(b) above shall apply to the Property Owners Liability Section but The Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to

- (a) £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause  
(b) £5,000,000 in respect of all events happening in any one Period of Insurance in respect of Products Supplied

or any other amount specified in the policy for Property Owners Liability whichever is the lower.

- (13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.

You will reimburse any such amount paid by Us.

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

# Legal Liabilities Property Owners Liability

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## Exceptions (continued)

(15) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with

- (a) Virus or Similar Mechanism.
- (b) Denial of Service Attack.
- (c) unauthorised access to or use of Computer and Electronic Equipment.

However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.

(16) Products Supplied other than

- (a) the sale or supply of food and drink
- (b) the disposal of furniture and office equipment previously used in the course of The Business.

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## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

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### Premium Adjustment

(1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

(2) Where it is stated in The Schedule that declarations apply

- (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require  
and
- (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

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### Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

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### Unoccupancy

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with any building You own, hire or rent which is Unoccupied

- (1) all mains services are isolated and tanks drained unless required for the maintenance of alarms, fire detection systems or sprinklers
- (2) all flammable and combustible materials are removed
- (3) all external doors and windows are closed and securely locked and other similar precautions taken to prevent unauthorised access
- (4) arrangements are in force to check the unoccupied building internally and externally at least every seven days for evidence of unauthorised access

where they can be reasonably and practically implemented without frustrating or invalidating the lease.

# Legal Liabilities Property Owners Liability

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## Endorsements

*This Section is subject to the following Endorsement and any Endorsements which are stated in The Schedule as applying, in addition to the Policy Conditions at the back of this policy.*

## Libel/Slander

- (1) We will, in respect of any claim made against The Insured while this endorsement is in force or within 12 months of its cancellation provided the cause of the claim occurred while the endorsement was in force, indemnify The Insured in respect of
  - (a) Compensation
  - (b) Costs and Expensesas a result of
  - (i) libels in any Publication.
  - (ii) slanders made in the course of The Business.
  - (iii) infringement of any trade mark, registered design, copyright or patent right arising from the contents of any Publication.
  - (iv) slander of title to goods.
- (2) All claims arising out of one cause, whether or not all such claims are made against The Insured in the same Period of Insurance, will be treated as one claim.
- (3) The maximum We will pay, inclusive of Costs and Expenses, in respect of
  - (a) any one claim
  - and
  - (b) the total of all claims in any one Period of Insuranceis £250,000 or any other amount shown in The Schedule as applying to this endorsement.
- (4) We will not provide indemnity in respect of
  - (a) withdrawing, recalling or replacing any Publication.
  - (b) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement.
  - (c) actions brought in a court of law outside The Defined Territories.
  - (d) 10% of each and every claim.

### Definition

"Publication" shall mean any written material produced in the course of The Business.

# Legal Liabilities Property Owners Legal Protection

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## Claims and helpline

As soon as You are aware of an incident, You should get legal advice from the legal helpline on **0845 300 1899** without delay. Please have Your policy number to hand.

If You think that You might need to claim, contact the helpline on **0845 300 1899** and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing. A claim form is available to download at **[www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection)**.

Our claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as We notify You of from time to time.

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## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

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### Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed by Us to act on behalf of an Insured Person.

---

### Aspect Enquiry

An examination by HM Revenue and Customs which considers one or more specific aspects of Your self-assessment and/or corporation tax return.

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### Attendance Expenses

- (1) The salary or wages of the Insured Person for the time they are off work
  - (a) to attend any arbitration, court or tribunal hearing at Our request
  - (b) as a defendant or while attending jury service.
- (2) We will pay for each half or whole day that the
  - (a) court
  - (b) tribunal
  - (c) employer of the Insured Personwill not pay for.
- (3) The amount We will pay is based on the following
  - (a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.
  - (b) if the Insured Person
    - (i) works full time, the salary or wages for each whole day equals 1/250<sup>th</sup> of the annual salary or wages of the Insured Person.
    - (ii) works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.

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### Costs and Expenses

- (1) All reasonable and necessary legal or accounting costs charged by the Appointed Representative and agreed by Us.
- (2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to authorise.

# Legal Liabilities

## Property Owners Legal Protection

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### Definitions (continued)

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#### Date of Occurrence

- (1) In all civil cases, when the cause of action accrued (other than Contingencies 5A, 5B or 5C - Tax).
- (2) In all criminal cases, when the Insured Person broke or is alleged to have broken the criminal law in question.
- (3) Full Enquiries, Aspect Enquiries or Intervention Enquiries, when HM Revenue and Customs first notifies in writing the intention to make enquiries.
- (4) Employers compliance and value added tax disputes, when the relevant authority sends an assessment or written decision to You.
- (5) Licence or registration appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence, mandatory registration or British Standard Certificate of Registration.

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#### Full Enquiry

An extensive examination by HM Revenue and Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment and/or corporation tax return.

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#### Insured Person

- (1) You
- (2) any director of Yours, or individual partner, or proprietor of The Business
- (3) any Employee of Yours under a contract of employment with You
- (4) any other person agreed with Us.

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#### Intervention Enquiry

An examination by HM Revenue and Customs to measure the level of compliance in Your financial accounting records to highlight areas where errors have occurred or may occur.

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#### Legal Proceedings

Legal action for

- (1) the pursuit or defence of a claim for damages
- (2) the defence of a criminal prosecution
- (3) appeal proceedings
- (4) the pursuit or defence of a claim for specific performance or injunction

dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.

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#### Limit of Indemnity

The maximum amount stated in The Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one originating cause in connection with The Business as stated in The Schedule.

# Legal Liabilities Property Owners Legal Protection

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## Definitions (continued)

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### Prospects of Success

In respect of all civil proceedings, that it is always more likely than not that an Insured Person will

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

Prospects of success will be assessed by Us or an Appointed Representative on Our behalf.

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### Territorial Limits

For Contingencies 2 Legal Defence (other than Contingencies 2A (in respect of proceedings under the Health and Safety at Work etc. Act 1974) and 2E) and 7 Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other Contingencies

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

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## Cover

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We will indemnify an Insured Person where specified for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings following the occurrence of a Contingency stated as applying in The Schedule provided that

- (1) the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
- (2) any Legal Proceedings take place within the Territorial Limits
- (3) in the case of a civil Legal Proceedings, Prospects of Success exist for the duration of the claim
- (4) in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal
- (5) the maximum We will pay is the Limit of Indemnity.

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## Contingencies

### 1A Property Protection

We will represent an insured person in any Legal Proceedings for civil action relating to physical damage to The Premises which is owned by You, or for which You are responsible following

(1) any event which causes or could cause physical damage to such physical damage to The Premises

(2) any nuisance or trespass

provided that in the event of physical damage to The Premises let under either

(a) an assured shorthold tenancy

(b) a short assured tenancy

(c) an assured tenancy

(as defined by the Housing Act 1988 as amended by the Housing Act 1996 or the Housing (Scotland) Act 1988) the amount in dispute exceeds £1,000

and/or

(3) any nuisance or trespass including the eviction of squatters or any person occupying The Premises owned by You or for which You are responsible.

We will not indemnify You in respect of any claim relating to

(1) a contract entered into by You other than a leasehold agreement

(2) goods

(a) in transit

(b) lent or hired out

(c) at premises You do not occupy unless for

(i) installation

or

(ii) use in work to be carried out by You

(3) mining subsidence

(4) a motor vehicle whilst being driven by an Insured Person.

### Contingency Conditions

(1) You must prepare prior to the grant of the tenancy, a detailed inventory allowing space for comments to be made as a condition of the items in the inventory on check in and comments to be made later on check out of The Premises.

(2) You must conduct regular inspections of The Premises (by reference to such inventory) at intervals of not less than every six months.

(3) You must as soon as possible after a tenant has checked out or has otherwise vacated The Premises, prepare a detailed Schedule of Dilapidations.

(4) The Premises subject to the dispute are insured by the Policy to which this insurance attaches.

---

### 1B Residential Repossession

We will indemnify You in respect of

(1) Legal Proceedings in which You are asserting Your legal rights to get possession of The Premises that You have let under either

(a) an assured shorthold tenancy

(b) a short assured tenancy

(c) an assured tenancy

## Contingencies (continued)

(as defined by the Housing Act 1988 as amended by the Housing Act 1996 or the Housing (Scotland) Act 1988).

You must be trying to get possession under

(i) Schedule 2 Part 1

- ground 1 - Landlords former or intended occupation
- ground 2 - Landlords Mortgage default
- ground 3 - Out of season holiday letting
- ground 4 - Out of term letting by an educational institute
- ground 5 - Property required for a minister of religion
- ground 6 - Demolition or substantial works to premises
- ground 7 - Death of Tenant
- ground 8 - Statutory minimum rent arrears

of the Housing Act 1988 as amended by the Housing Act 1996

(ii) Part 1, Section 21 of the Housing Act 1988 as amended by the Housing Act 1996 – End of an assured shorthold tenancy; or

(iii) Schedule 5 Part 1

- ground 1 - Landlords former or intended occupation
- ground 2 - Landlord default of a heritable security
- ground 3 - Out of season holiday letting
- ground 4 - Out of term letting by an educational institution
- ground 5 - Property required for a minister of religion
- ground 6 - Demolition or substantial works to premises
- ground 7 - Death of Tenant
- ground 8 - Statutory minimum rent arrears

of the Housing (Scotland) Act 1988

(iv) Part 2, Section 33 End of the Housing (Scotland) Act 1988

Any notice from You to Your tenant telling him or her that You want possession of The Premises, the notices must be correctly issued.

- (2) Legal Proceedings in which You are asserting Your legal rights to get possession of The Premises that You have let within Northern Ireland, the Isle of Man or the Channel Islands.
- (3) Legal Proceedings in which You are asserting Your legal rights to get possession of The Premises if You have let The Premises to a limited company or partnership and The Premises has been let for people to live in.
- (4) Legal Proceedings in which You are asserting Your legal rights to get possession of The Premises if You have let The Premises and You live in The Premises as the landlord.
- (5) Legal Proceedings in which You are asserting Your legal rights to evict anyone in The Premises who has not got Your permission to be there.
- (6) Legal Proceedings in which You are asserting Your legal rights to recover any rent Your tenant owes You for The Premises.
- (7) Reasonable hotel expenses for accommodating You while You try to get a possession order for The Premises so You can live in it.

Provided that The Premises subject to the dispute are insured by the Policy to which this insurance attaches.

# Legal Liabilities Property Owners Legal Protection

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## Contingencies (continued)

We will not indemnify You in respect of

- (1) any dispute with Your tenant where the cause of action arises within the first 90 days of the start of this cover and the tenancy agreement commenced prior to the start of this cover unless You have had continuous cover with Us or another insurer
- (2) any claim relating to registering rents, reviewing rents, buying the freehold of The Premises or any matter that relates to rent tribunals, land tribunals or rent assessment committees unless You are defending an action brought against You by Your tenant
- (3) any claim related to someone legally obtaining The Premises whether You are offered money or not or restrictions or controls placed on The Premises by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above
- (4) any claim relating to work done by any government or public or local authority unless the claim is for accidental physical damage by any of the above.

---

### 1C Residential Tenant Default

We will provide an indemnity for any rent Your tenant owes You up to vacant possession under

- (1) an assured shorthold tenancy
- (2) a short assured tenancy
- (3) an assured tenancy

(as defined by the Housing Act 1988 as amended by the Housing Act 1996 or the Housing (Scotland) Act 1988)

provided that such arrears occur during the tenants occupation of The Premises and provided that We have accepted Your claim under Contingency 1B.

We will not indemnify You for

- (1) more than 12 monthly payments
- (2) the first calendar month rent owed to You.

---

### Conditions to Contingency 1C

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You shall

- (1) not allow a tenant into possession other than on the basis of an already completed written tenancy agreement duly signed by all parties.
- (2) ensure that all relevant and necessary statutory pre-grant notices are served in the correct form on the tenant prior to the grant of the tenancy.
- (3) prior to the grant of any tenancy make all relevant and necessary searches to reveal county court judgements in the last five years against the proposed tenant by name.
- (4) not allow a tenant into possession with an unsatisfied county court judgement or a sheriff court decree or if they are an undischarged bankrupt or if they have entered into an individual voluntary arrangement or a company voluntary arrangement.
- (5) not let The Premises as student accommodation.

---

## Contingencies (continued)

- (6) prior to the grant of any tenancy obtain a minimum of three satisfactory references including one from the tenant's employer (unless retired) and a financial reference (e.g. a bank). If any doubts as to the integrity or financial standing of the tenant are expressed in any reference or there is a lack of response to any enquiry, You must not proceed with letting. On the making of any claim You must be in a position to forward not only copies of the notices to Us but also copies of the letters requesting the same. You must not allow the tenant into occupation until the first month's rent and the dilapidations deposit payment have been cleared in Your or the managing agent's bank account (or alternatively cash has been received).
- (7) ensure that all statutory requirements are complied with regarding the issue and service of notices of intention to take proceedings.
- (8) ensure that all statutory and/or pre-proceeding notices are served personally with the person serving the notice if possible retaining a copy of the notice duly signed and dated by way of receipt by the recipient/s of the notice.
- (9) keep clear, up-to-date rental records.
- (10) ensure that where a tenant makes payment of arrears of rent that such payment is only received on the express understanding that it is being taken on account of the longest outstanding sum of arrears that are then due and that it is received without prejudice to any termination notice and/or to any proceedings. Where the tenant is a limited company, You must seek advice from Our 24 hour legal helpline, before any arrears are accepted.
- (11) ensure that any claim is submitted to Us within 90 days of the rent falling into arrears.
- (12) reply promptly to any request by Us or the Appointed Representative for information and if requested by any of these parties to send the originals of any document.
- (13) send a letter threatening legal action within 45 days of rent falling into arrears.

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## 1D Commercial Lease Cover

We will defend the legal rights of an Insured Person

- (1) in a dispute with a tenant arising from a breach or alleged breach of the tenancy agreement applying to premises which are owned by or are the responsibility of the Insured Person.
- (2) to recover money and interest due from a lease, licence or tenancy of land or buildings including enforcement of judgement provided that
  - (a) the amount in dispute exceeds £250 and
  - (b) the premises which are subject to the dispute are insured by the Policy to which this insurance attaches.

We will not provide indemnity in respect of

- (1) any claim where the cause of action arises within 90 days of the start of this cover or
- (2) a dispute arising from or relating to
  - (a) the renewal of the lease or tenancy agreement.
  - (b) a rent review, or
  - (c) the supply of utilities by or through You.

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## Contingencies (continued)

### 2 Legal Defence

#### 2A Criminal Prosecution

We will defend an Insured Person

- (1) prior to the issue of Legal Proceedings when dealing with the
  - (a) Police  
and/or
  - (b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged the Insured Person has or may have committed a criminal offence
- (2) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

provided that in respect of proceedings under the Health and Safety at Work etc. Act 1974, the Territorial Limits shall be all territories in which the Act applies.

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

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#### 2B Data Protection

- (1) We will defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation under Section 13 of the Data Protection Act 1998. (We will also pay any compensation award made against the Insured Person under Section 13 of the Data Protection Act 1998)
- (2) We will represent You in appealing against the refusal of the Information Commissioner to register Your application for registration

provided that in respect of Contingency 2B (1) You are registered with the Information Commissioner at the time of the incident giving rise to the action.

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#### 2C Wrongful Arrest

We will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

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#### 2D Employee Civil Legal Defence

At Your request We will defend the legal rights of an Insured Person (other than You) if

- (1) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of
  - (a) sex
  - (b) sexual orientation
  - (c) race
  - (d) disability
  - (e) age
  - (f) religious belief, or
  - (g) political opinion, or
- (2) civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your employees.

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## Contingencies (continued)

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### 2E Statutory Notice

At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting The Business.

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### 2F Jury Service

We will pay the Attendance Expenses of an Insured Person for jury service.

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### 2G Disciplinary Hearings

We will defend an Insured Person if an event results in disciplinary case brought against an Insured Person by a regulatory authority or professional body.

We will not provide indemnity in respect of any claim which leads to an Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

---

## 3 Contract Disputes

We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from an agreement or alleged agreement which has been entered into by You or on Your behalf for the

- (1) sale,
- (2) provision,
- (3) purchase, or
- (4) hire

of goods or of services provided that

- (a) the amount in dispute exceeds £250
- (b) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250
- (c) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
  - (a) the cover, claims process or settlement payable under an insurance policy.
  - (b) 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.
  - (c) a loan, mortgage, pension or any other financial product and choses in action.
- (2) a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You.
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored.
- (4) a dispute arising from the breach or alleged breach of professional duty by an Insured Person.
- (5) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

---

## 4 Debt Recovery

We will negotiate for Your legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services provided that

- (1) the amount in dispute exceeds £250
- (2) You have exhausted all reasonable credit control and accounting procedures

# Legal Liabilities Property Owners Legal Protection

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## Contingencies (continued)

- (3) We have the right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement
- (4) You supply the correct and current name and address of the debtor
- (5) a claim for debt recovery under this Contingency is made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
  - (a) the settlement payable under an insurance policy
  - (b) a lease, licence or tenancy of land or buildings
  - (c) a loan, mortgage, pensions or any other financial product and choses in action
  - (d) a motor vehicle owned by, hire or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles.
- (2) a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You.
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored.
- (4) the recovery of money and interest due from another party where the other party intimates that a defence exists.

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### 5A Tax Protection

We will represent You in any investigations and/or appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry carried out by HM Revenue and Customs, or in any dealings with HM Revenue and Customs in respect of an Intervention Enquiry.

The maximum amount We will pay for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim is £5,000.

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### 5B Employers' Compliance

We will represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

- (1) Pay As You Earn

or

- (2) Social Security Regulations

following a review by HM Revenue and Customs or the Department for Work and Pensions (or any successor thereto).

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### 5C VAT Disputes

We will represent You in any appeal proceedings following an assessment by HM Revenue and Customs in respect of value added tax due.

### Condition to Contingencies 5A, 5B and 5C

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

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## Contingencies (continued)

### Reasonable Care

You must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We will not provide indemnity

- (1) in respect of any claim caused by Your failure to register for value added tax.
- (2) in respect of any claim arising from any Investigations Section or Special Civil Investigations or the Revenue and Customs Prosecution Office.
- (3) in respect of any claim arising from any investigations or enquiry by HM Revenue and Customs into any alleged dishonesty or any alleged criminal offences.
- (4) in respect of any claim arising from a tax avoidance scheme.
- (5) for the first 10% of Costs and Expenses for Aspect Enquiries and Intervention Enquiries in respect of any one claim.

---

### 6A Employment Disputes

We will represent You in defending Your legal rights

- (1) prior to the issue of Legal Proceedings in a court or tribunal following the dismissal of an Insured Person
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
- (3) in Legal Proceedings in respect of any dispute with
  - (a) an Insured Person
  - (b) a former Insured Person
  - (c) a trade union acting on behalf of an Insured Person or a former Insured Person

which arises out of, or relates to, a contract of employment with You

- (4) in Legal Proceedings in respect of any dispute with
  - (a) an Insured Person
  - (b) a former Insured Person
  - (c) a prospective Insured Person

arising from an alleged breach of their statutory rights under employment legislation.

We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.

---

### 6B Compensation Awards

We will indemnify You in respect of

- (1) any basic and compensatory award
- (2) an order for compensation following a breach of Your statutory duties under employment legislation

which You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgement made after full argument and approved by Us in writing in respect of a claim We have accepted under Contingency 6A – Employment Disputes.

The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) non payment of money due under the relevant contract of employment or related statutory provision.

# Legal Liabilities Property Owners Legal Protection

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## Contingencies (continued)

- (2) any compensation award related to
  - (a) trade union activities, trade union membership or non-membership
  - (b) pregnancy or maternity rights
  - (c) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - (d) statutory rights in relation to trustees of occupational pension schemes
  - (e) statutory rights in relation to Sunday shop and betting work.
- (3) any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage legislation.

---

### Conditions to Contingency 6B

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

(1) Performance and/or Conduct

In claims relating to performance and/or conduct, You have throughout the dispute either

- (a) followed the ACAS Code of Disciplinary and Grievance Procedures in Employment (or any replacement thereof) as prepared by the Advisory Conciliation and Arbitration Service  
or
- (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland  
or
- (c) sought and followed the advice from Our 24 hour legal helpline (0845 300 1899).

(2) Unlawful Discrimination

In respect of an order of compensation following a breach of Your statutory duties under employment legislation You must have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.

(3) Redundancy

In respect of any compensation award for

- (a) redundancy
- (b) alleged redundancy, or
- (c) unfair selection for redundancy

You have sought and followed the advice of Our 24 hour legal helpline (0845 300 1899) prior to serving notice of redundancy.

(4) Compensation Awards

In respect of any compensation awards, such compensation award

- (a) is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgement made after full argument, and
- (b) is approved by Us in writing.

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## Contingencies (continued)

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### 6C Service Occupancy

We will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

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### 7 Bodily Injury

We will pursue the legal rights of an Insured Person and/or family member accompanying such Insured Person, following an event which causes the death of, or bodily injury, to such Insured Person and/or family member.

We will not provide indemnity in respect of any claim relating to

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.
- (2) the defence of the legal rights of an Insured Person and/or family member other than defending a counter claim.
- (3) a motor vehicle whilst being driven by an Insured Person or their family members.

---

### 8 Statutory Licence Protection

We will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence, mandatory registration or British Standard Certificate of Registration.

We will not provide indemnity in respect of

- (1) an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration, or
- (2) any licence appeal relating to the ownership, driving or use of a motor vehicle.

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## Section Exceptions - Applying to all Contingencies

*The following Exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

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We will not provide indemnity in respect of any claim

- (1) if an Insured Person does not keep to the terms, exceptions and conditions of this Section. The cover will also not apply if an Insured Person can claim under another policy.
- (2) if any Costs and Expenses are incurred prior to Our written acceptance of a claim.
- (3) for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative.
- (4) for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence).

# Legal Liabilities Property Owners Legal Protection

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## Section Exceptions - Applying to all Contingencies (continued)

- (5) relating to
  - (a) patents
  - (b) copyrights
  - (c) trademarks
  - (d) merchandise marks
  - (e) registered designs
  - (f) intellectual property
  - (g) secrecy and confidentiality agreements.
- (6) relating to rights under a franchise or agency agreement entered into by You.
- (7) deliberately or intentionally caused by an Insured Person.
- (8) in respect of a dispute with Us not catered for in Section Conditions 6 and 7.
- (9) Judicial review.
- (10) relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.
- (11) notified under this policy when, either at the start of or during the course of the claim You
  - (i) are bankrupt
  - (ii) have filed a bankruptcy petition or winding-up petition
  - (iii) have made an arrangement with creditors
  - (iv) have entered into a deed or arrangement
  - (v) are in liquidation
  - (vi) are or part of or all of Your affairs or property are in the care or control of a receiver or administrator.

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## Section Conditions - Applying to all Contingencies

*The following Conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

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### (1) Claims – Your duty

You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

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### (2) Claims – legal representation

- (a) On receipt of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) We will choose an Appointed Representative to represent an Insured Person where We are liable to pay compensation. In any other case if it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an alternative Appointed Representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to the Insured Person's choice of Appointed Representative, an Insured Person may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Insured Person's choice of Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent an Insured Person. We and the Insured Person must accept such choice.

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## Section Conditions - Applying to all Contingencies (continued)

- (e) An Appointed Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment (which may include a 'no win-no fee' agreement). The Appointed Representative must co-operate with Us at all times.
- (f) Before an Insured Person chooses a lawyer or accountant, We can appoint an Appointed Representative.

---

### (3) Claims – Our rights and Your obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
- (b) An Insured Person must co-operate fully with Us and the Appointed Representative and must keep Us up-to-date with the progress of the claim.
- (c) At Our request an Insured Person must give the Appointed Representative any instructions that We require.
- (d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further costs and expenses.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

---

### (4) Discontinuance of a claim

If an Insured Person

- (a) settles a claim or withdraws a claim without Our prior agreement
  - (b) does not give suitable instructions to the Appointed Representative
  - (c) dismisses an Appointed Representative without Our prior consent
- the cover We provide will end immediately and We will be entitled to re-claim any Costs and Expenses We have incurred from the Insured Person.

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### (5) Recoveries

An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

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### (6) Disputes

If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this Section, You can take the steps outlined in Our complaints procedure stated under Our Promise of Service.

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### (7) Appointed Representative

If an Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses an Appointed Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Appointed Representative.

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**Section Conditions  
- Applying to all  
Contingencies**  
*(continued)*

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**(8) Arbitration**

You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbiter's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

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**(9) Acts of Parliament**

All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

# Legal Liabilities

## Directors and Officers Liability

### Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

<b>Bodily Injury</b>	Any injury, death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.
<b>Claim</b>	Any <ol style="list-style-type: none"><li>(1) demand, whether oral or in writing, for damages or compensation or specific non-pecuniary relief</li><li>(2) notice of intention, whether oral or in writing, to commence civil proceedings including third party proceedings, counterclaim or arbitration proceedings including Disqualification Proceedings</li><li>(3) notice of intention, whether oral or in writing, to commence criminal proceedings including Extradition Proceedings</li><li>(4) notice of formal administrative or formal regulatory proceedings</li><li>(5) official notice of a Formal Investigation.</li></ol>
<b>Company</b>	The limited liability partnership or company named as The Policyholder in The Schedule and any Subsidiary Companies.
<b>Crisis Event</b>	Any <ol style="list-style-type: none"><li>(1) allegations of fraud or corruption against an Insured Person</li><li>(2) serious injury to an Employee or member of the public</li><li>(3) resignation or dismissal of members of the Company's main board of directors</li><li>(4) investigation by any official body or institution that is sanctioned to investigate the Company's affairs where, as a consequence of negative publicity or media attention within the United Kingdom, the commercial success of the Company is at risk.</li></ol>
<b>Defence Costs</b>	The costs and expenses incurred by an Insured Person or the Company in the investigation and defence of any Claim in so far as those costs and expenses have been incurred with Our prior written consent.  This definition does not include the Company's management costs or any overtime, wages, salaries or fees of any Insured Person or any of the Company's Employees.
<b>Director</b>	Any natural person who was, is, or becomes during the Period of Insurance a director of the Company including a de facto or Shadow Director.
<b>Discovery Period</b>	The period following the expiry of the Period of Insurance during which the Company or Insured Persons may continue to notify Claims or circumstances likely to give rise to a Claim to Us.
<b>Disqualification Proceedings</b>	Proceedings commenced by pre-action protocol letter, summons, application or claim form against any Insured Person in their capacity as a Director or Officer of the Company, under the Company Directors' Disqualification Act 1986 or any subsequent amendment or re-enactment.

# Legal Liabilities

## Directors and Officers Liability

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### Definitions

*(continued)*

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<b>Employment Wrongful Act</b>	Any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by any Insured Person in their capacities as a Director, Officer or Member, in connection with any <ol style="list-style-type: none"><li>(1) wrongful, unlawful or unfair dismissal, discharge or termination of employment</li><li>(2) breach of any written or oral employment contract</li><li>(3) employment-related misrepresentation</li><li>(4) violation of employment discrimination laws</li><li>(5) wrongful failure to employ or promote</li><li>(6) wrongful demotion</li><li>(7) wrongful disciplinary action</li><li>(8) wrongful deprivation of a career opportunity</li><li>(9) failure to grant tenure</li><li>(10) failure to adopt adequate workplace or employment policies and procedures</li><li>(11) Retaliation against whistleblowers</li><li>(12) negligent evaluation of personal performance</li><li>(13) employment-related invasion of privacy</li><li>(14) employment-related breach of data protection legislation</li><li>(15) employment-related libel, slander, humiliation and defamation</li><li>(16) failure to provide accurate job references.</li></ol>
<b>Excess</b>	The first part of each and every payment in relation to a Claim or Loss which is payable by the Company rather than Us. The amount of the Excess is stated in The Schedule.
<b>Extradition Proceedings</b>	Proceedings brought against the Insured Person in their capacity as a Director, Officer or Member of the Company under the Extradition Act 2003, or any subsequent amendment or re-enactment.
<b>Formal Investigation</b>	Enquiry or investigation commenced by official notice instituted by statutory, regulatory or professional bodies empowered under statute to investigate The Business of the Company or an Insured Person in their capacity as a Director, Officer or Member of the Company.
<b>Insured Person</b>	Any natural person who is, was or becomes during the Period of Insurance a Director, Officer or Member of the Company.
<b>Legal Representation Expenses</b>	Reasonable and necessary legal representation fees and related professional charges which an Insured Person incurs personally in their representation at a Formal Investigation.
<b>Limit of Indemnity</b>	The maximum amount stated in The Schedule, which We will pay in respect of any one Claim (including claimant's costs and expenses and Defence Costs) and in total for all Claims first made during any one Period of Insurance.

# Legal Liabilities

## Directors and Officers Liability

### Definitions (continued)

<b>Loss</b>	<p>Sums which any Insured Person is legally liable to pay in respect of any</p> <ol style="list-style-type: none"><li>(1) Defence Costs</li><li>(2) claimant's costs</li><li>(3) damages awarded by a competent court or tribunal</li><li>(4) settlements if concluded with Our prior written consent.</li></ol> <p>This definition does not include</p> <ol style="list-style-type: none"><li>(1) civil or criminal fines or penalties imposed by law</li><li>(2) non compensatory damages including punitive or exemplary damages (other than damages awarded for employment related defamation, libel and slander).</li></ol>
<b>Member</b>	<p>A member of a limited liability partnership formed under the Limited Liability Partnerships Act 2000 or any amendment or re-enactment thereof.</p>
<b>Officer</b>	<p>Any</p> <ol style="list-style-type: none"><li>(1) Employee of the Company whilst acting in a managerial or supervisory capacity</li><li>(2) Employee of the Company who, whilst acting in such capacity, is joined as a party to any action against any Director, Officer or Member of the Company.</li></ol> <p>This definition does not include any external auditor, liquidator, administrator, receiver or solicitor of the Company.</p>
<b>Outside Entity</b>	<p>An entity other than the Company which is incorporated, registered or domiciled in the United Kingdom and</p> <ol style="list-style-type: none"><li>(1) in which the Company holds any issued share capital, or</li><li>(2) which is a tax-exempt non-profit organisation, a tax-exempt trade association or a registered charity and</li><li>(3) which has a positive net worth at the inception of this policy, unless listed by endorsement as an Outside Entity.</li></ol> <p>This definition does not include an entity</p> <ol style="list-style-type: none"><li>(1) which is a financial institution or financial services company, or</li><li>(2) has any of its securities or equity traded on a primary, secondary or other market.</li></ol>
<b>Outside Entity Director</b>	<p>Any Director, Officer or Member of the Company who was, is or becomes during the Period of Insurance, at the Company's specific written request, a Director, Officer, Member, trustee or similar position of an Outside Entity.</p>
<b>Pollution</b>	<p>Any contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.</p>
<b>Property Damage</b>	<p>The physical damage or destruction or loss of use of any tangible property.</p>
<b>Proposal</b>	<p>Any signed proposal form, renewal declaration, statement of fact and any additional information supplied by any Insured Person, the Company or on the Company's behalf.</p>

# Legal Liabilities

## Directors and Officers Liability

### Definitions

*(continued)*

<b>Retaliation</b>	An Employment Wrongful Act against an Employee relating to or alleged to be in response to whistle-blowing or on account of such Employee's exercise or attempted exercise of their legally protected rights.
<b>Retired Insured Person</b>	Insured Persons who have ceased to act in their insured capacity prior to the expiry of the Period of Insurance for reasons other than <ol style="list-style-type: none"><li>(1) disqualification, on grounds relating to fitness or propriety, from holding office or from managing a company</li><li>(2) a Transaction having taken place.</li></ol>
<b>Shadow Director</b>	A shadow director, as defined in Section 251 of the Companies Act 2006.
<b>Subsidiary Company</b>	Any organisation in which the Company directly or indirectly <ol style="list-style-type: none"><li>(1) holds more than 50% of the voting rights, or</li><li>(2) holds more than 50% of the issued share capital, or</li><li>(3) has the right to appoint or remove a majority of the board of directors, or</li><li>(4) has the right to receive at least 50% of the net profits.</li></ol>
<b>Territorial Limits</b>	Territories specified in The Schedule.
<b>Terrorism</b>	Any act or acts including but not limited to <ol style="list-style-type: none"><li>(1) the use or threat of force and/or violence and/or</li><li>(2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means</li></ol> caused or occasioned by any person(s) or group of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes.
<b>Transaction</b>	The occurrence of any of the following events <ol style="list-style-type: none"><li>(1) the Company ceases to trade, consolidating with or merging into another entity disposing of all or substantially all of its assets, or</li><li>(2) any person or entity, whether individually or together with any other person or entity, acquiring an amount of share capital representing more than 50% of the voting rights for the election of Directors of the Company, or acquiring the voting rights for such an amount of the shares, or</li><li>(3) the Company making a private placement or public offering of its debt securities or equity securities on any security exchange.</li></ol>
<b>United Kingdom</b>	The United Kingdom (including the Isle of Man and the Channel Islands).

# Legal Liabilities

## Directors and Officers Liability

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### Definitions

*(continued)*

### Wrongful Act

Any

- (1) breach of duty including fiduciary or statutory duty
  - (2) negligent act, error or omission
  - (3) defamation or libel committed in good faith
  - (4) breach of warranty of authority
  - (5) misstatement or misleading statement not made deliberately or recklessly
  - (6) wrongful trading under s.214 of The Insolvency Act 1986
  - (7) Employment Wrongful Act
- committed by an Insured Person in their capacity as a Director, Officer or Member of the Company within the Territorial Limits.

---

### Cover

#### (1) Directors and Officers Liability

We will indemnify any Insured Person for Loss arising from a Claim as the result of a Wrongful Act, provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by the Insured Person from the Company in which case Cover (2) Company Reimbursement below will apply.

---

#### (2) Company Reimbursement

In the event that the Company is required or permitted to indemnify an Insured Person, We will pay on the Company's behalf Loss arising from a Claim as the result of a Wrongful Act, provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by the Company from any other source, including but not limited to any more specifically relevant and collectable insurance policy.

---

#### (3) Spouses, Heirs or Legal Representatives

In the event of an Insured Person's death, incapacity, insolvency or bankruptcy, We will indemnify their lawful heirs, marital spouse, civil partner (as defined in the Civil Partnership Act 2004), estate or legal representatives in respect of any legal liability which arises purely by reason of that lawful status for Loss arising from a Claim as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.

---

#### (4) Outside Directorships

We will indemnify any Insured Person for Loss arising from a Claim first made and notified to Us during the Period of Insurance, as the result of a Wrongful Act while acting in their capacity as an Outside Entity Director, provided that

- (a) such Loss is not recoverable from any other source, including but not limited to
  - (i) any Directors' and Officers insurance maintained by the Outside Entity,
  - or
  - (ii) any indemnification available from the Outside Entity
- (b) this cover shall not extend to the Outside Entity itself or to any other Director, Officer or Employee of the Outside Entity.

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### Cover *(continued)*

#### **(5) Claims brought by the Company or an Insured Person**

In the event of any action or proceedings being brought by or on behalf of an Insured Person or the Company in respect of a Claim arising from a Wrongful Act, We will provide indemnity for Loss arising from any

- (a) shareholder derivative action
- (b) Claim brought by any Retired Insured Person of the Company
- (c) Claim brought by an Insured Person for contribution or indemnity where such Claim directly results from another Claim already indemnified by this Section
- (d) Claim brought by an administrator, liquidator or receiver appointed to deal with the insolvency of the Company.

---

#### **(6) Acquisition or Creation of Another Company**

We will provide indemnity where the Company establishes or acquires a new Subsidiary Company during the Period of Insurance, provided that the newly established or acquired Subsidiary Company

- (a) is registered and domiciled in the United Kingdom  
and
- (b) is not quoted on any stock exchange  
and
- (c) does not have gross consolidated assets in excess of 30% of the gross consolidated assets of the Company as declared in the Company's last audited accounts.

Unless automatic coverage applies, the Company must

- (a) give Us written notice of any such events as soon as practicable, together with such additional information as We may require  
and
- (b) accept any notified alteration in the terms of this Section  
and
- (c) pay any additional premium required by Us.

Unless otherwise agreed, We will only provide indemnity for Loss in respect of Wrongful Acts committed after the date the new or additional Subsidiary Company was established or acquired by the Company. In the event of the liquidation or sale of a Subsidiary Company during the Period of Insurance, We will continue to provide an indemnity for Loss in respect of such Subsidiary Company but only in respect of any Wrongful Act committed prior to the date of liquidation or sale.

---

#### **(7) Bodily Injury / Property Damage Defence Costs**

We will pay Defence Costs arising from any Claim for Bodily Injury or Property Damage as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.

Our total liability under this Cover during any one Period of Insurance and which is part of and not in addition to the Limit of Indemnity is £250,000 or the Limit of Indemnity, whichever is the lesser.

---

#### **(8) Pollution Defence Costs**

We will pay Defence Costs arising from any Claim for any Pollution as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.

Our total liability under this Cover during any one Period of Insurance and which is part of and not in addition to the Limit of Indemnity is £250,000 or the Limit of Indemnity, whichever is the lesser.

# Legal Liabilities

## Directors and Officers Liability

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### Cover (continued)

#### (9) Discovery Period

If this Section is cancelled or expires and is not renewed by either the Company or Us at the end of the Period of Insurance, the Company has a 30 day Discovery Period commencing immediately following the date of cancellation or expiry but only in relation to Wrongful Acts committed during the Period of Insurance.

Such Claims and circumstances notified to Us during the Discovery Period are deemed to have been made during the Period of Insurance.

If the Company elects to purchase an extended reporting period then the Discovery Period shall be part of and not in addition to the extended reporting period.

---

#### (10) Extended Reporting Period

(a) Should We decline to offer any terms for the renewal of this Section or You decline to renew, You are entitled to purchase an extended reporting period on the terms set out below

(i) 12 months for 75% of the last annual premium payable in respect of this Section

(ii) 36 months for 150% of the last annual premium payable in respect of this Section.

The application to purchase any extended reporting period must be made and the premium paid to Us (such premium being non-refundable) within 30 days of the expiry of the Period of Insurance. Cover for this extended reporting period will only apply to Wrongful Acts committed prior to the expiry of the Period of Insurance

(b) If this Section is neither renewed nor replaced with similar cover You shall be entitled to an extended reporting period of 72 months. This extended reporting period shall commence from the expiry date of the Period of Insurance and shall, for each Retired Insured Person, apply only to Wrongful Acts prior to the date on which that Retired Insured Person became a Retired Insured Person.

(c) If a Transaction takes place, the Company is not entitled to purchase an extended reporting period on the terms as set out above. However the Company will have the right within 30 days of the expiry of the Period of Insurance to request an offer from Us of an extended reporting period policy of up to 72 months. We will offer cover on such terms as We may reasonably consider appropriate. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute Us declining to renew.

(d) A Claim made during an extended reporting period shall be deemed to have been made during the Period of Insurance immediately preceding that extended reporting period. If, any Company takes out any other insurance policy which affords cover similar to the extended reporting period described in (10) (a) and (b) above, then the extended reporting period shall come to an end or, if not yet obtained, cease to be available.

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#### (11) Emergency Defence Costs

If Our prior written consent to incurring Defence Costs on account of a Claim cannot reasonably be obtained, We will provide retrospective approval for defence work performed during the period of 14 days immediately following the date on which the Claim was first made or instituted.

Our total liability under this Cover which is part of and not in addition to the Limit of Indemnity is £10,000 in all any one Period of Insurance.

**Our total liability under this Section will not exceed the Limit of Indemnity.**

We shall not be liable for the Excess or any lesser amount for which a Claim or Loss may be settled.

# Legal Liabilities

## Directors and Officers Liability

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### Additional Cover

*In addition to the Limit of Indemnity*

#### (12) Legal Representation Expenses

We will pay on behalf of any Insured Person any reasonable costs and expenses incurred by them for representation at a Formal Investigation during the Period of Insurance.

Provided that

- (a) such costs and expenses are incurred with Our prior written consent and
- (b) the attendance of that Insured Person is required directly in relation to the Formal Investigation and
- (c) the subject of the Formal Investigation may become a Claim under this Section and in respect of which We may be obliged to provide an indemnity under the terms of this Section.

Our total liability under this Cover whether involving one or any number of Insured Persons will not exceed £25,000 in all, any one Period of Insurance.

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#### (13) Crisis Event Management

We will pay on behalf of any Insured Person any reasonable costs and expenses incurred by them for the services of a public relations consultancy due to the occurrence of a Crisis Event, provided that

- (a) such costs and expenses are incurred with Our prior written consent and
- (b) the Crisis Event may become the subject of a Claim under this Section.

Our total liability under this Cover whether involving one or any number of Insured Persons will not exceed £25,000 in all any one Period of Insurance.

---

#### (14) Additional Limit for Insured Persons

We will pay an additional indemnity for Loss if the Limit of Indemnity for the Period of Insurance as stated in The Schedule is exhausted, provided that

- (a) further liability shall only be for Loss covered under Cover (1) Directors and Officers Liability and
- (b) We will not provide such indemnity until all other limits written specifically in excess of this Section have been exhausted by payment of matters covered under such insurance.

Our total liability under this cover whether involving one or any number of Insured Persons will not exceed £100,000 in all any one Period of Insurance.

# Legal Liabilities

## Directors and Officers Liability

### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not provide indemnity in respect of

- (1) any Claim arising from proceedings which have been issued prior to, or which are pending at, the prior and pending litigation date stated in The Schedule.
- (2) any Claim or circumstance that might give rise to a Claim
  - (a) which has been notified to and accepted under any other insurance attaching prior to the inception of this Section
  - or
  - (b) against an Insured Person who should after reasonable enquiry have been aware of prior to the inception of this Section.
- (3) any Claim arising directly or indirectly from or in consequence of
  - (a) any dishonest or fraudulent acts or omission by any Insured Person if a court judgement or other final adjudication establishes such dishonest or fraudulent acts or omissions.
  - (b) any Insured Person having gained any personal profit, remuneration or advantage to which they were not legally entitled.
- (4) any Claim for any action or proceedings brought by or on behalf of an Insured Person or the Company other than specifically indemnified under Cover (5) Claims brought by the Company or an Insured Person.
- (5) any Claim for an action brought by or on behalf of any past or present shareholder who had or has direct or indirect ownership of or control over 25% or more of the voting shares or rights of the Company.
- (6) any Claim arising from the provision of, or failure to provide, professional services or professional advice or a breach of any contract for the provision of professional services or professional advice.
- (7) any Claim directly or indirectly arising out of any
  - (a) pension or superannuation scheme
  - (b) health and welfare plan
  - (c) share option scheme or plan
  - (d) other Employee benefit programmeestablished or maintained for the benefit of the Company or the Company's Employees.
- (8) any Claim for Bodily Injury except for the Defence Costs indemnified under Cover (7) Bodily Injury / Property Damage Defence Costs) or any Claim for emotional distress in connection with an Employment Wrongful Act.
- (9) any Claim for Property Damage except for the Defence Costs indemnified under Cover (7) Bodily Injury / Property Damage Defence Costs.
- (10) any Claim for Pollution except for the Defence Costs indemnified under Cover (8) Pollution Defence Costs.
- (11) any Claim concerning
  - (a) the ownership,
  - or
  - (b) the enforcement of any rights associated with ownership (other than specifically indemnified under Cover (5) Claims brought by the Company (a) shareholder derivative actions).

# Legal Liabilities Directors and Officers Liability

## Exceptions

*(continued)*

- (12) any Claim instituted or pursued
  - (a) in the United States of America, its territories or possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise)
  - (b) in which it is contended that the laws of the United States of America, its or possessions or Canada should or do apply
  - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories or possessions or Canada.
- (13) any Claim arising directly or indirectly from an Employment Wrongful Act if the Company is an unincorporated body.
- (14) arising directly or indirectly from The Business in countries outside the Territorial Limits.
- (15) arising from any legal proceedings brought in a court of law outside the United Kingdom or brought in the United Kingdom to enforce a judgement or order made in any court of law outside the United Kingdom.
- (16) any liability in respect of, or in any way connected with asbestos, or any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos.
- (17) any Claim arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
  - (a) Virus or Similar Attack.
  - (b) Denial of Service Attack.
  - (c) unauthorised access to or use of Computer and Electronic Equipment.However, We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental damage to property which is not otherwise excluded.
- (18) arising directly or indirectly from or in consequence of Terrorism.

## Claims Conditions

*If, in relation to any Claim, the Company fails to fulfil or observe the requirements imposed upon it by conditions (1), (2), or (3) the Company or any Insured Person will lose their right to indemnity or payment for that Claim.*

### (1) Claims Notification

If during the Period of Insurance, regardless of any Excess, the Company or any Insured Person

- (a) receive any Claim or notice of any Formal Investigation, the Company shall give written notice to Us as soon as practicable
- (b) become aware of any circumstance that might give rise to a Claim or notice of any Formal Investigation, the Company shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us
- (c) has a reasonable cause for suspicion of any dishonesty or fraud on the part of any Insured Persons, whether giving rise to a Claim or not, the Company shall give written notice to Us of such discovery as soon as practicable, provided always that any such written notice under any part of Claims Condition (1) Claims Notification is received by Us during the Period of Insurance or Discovery Period.

Any written notice should be sent to

Professional Indemnity Claims, Corporate & Speciality Risk

Aviva, Dixon House, 3<sup>rd</sup> Floor, 1 Lloyd's Avenue, London EC3N 3DH

Tel. **0845 302 8408**

Fax. **0845 302 8409**

Email. **PRCLMS@aviva.co.uk**

# Legal Liabilities

## Directors and Officers Liability

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### Claims Conditions (continued)

#### (2) Admission of Liability

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, the Company or any Insured Person must not admit liability for or settle any Claim, or incur any related costs or expenses, without Our written consent, except in relation to Cover (14) circumstances where Emergency Defence Costs are utilised.

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#### (3) Claims Control and Subrogation

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled at Our own expense at any time to take over and conduct in the name of the Insured Person or Company the defence or settlement of any such Claim.

We shall not settle any Claim without the consent of the Insured Persons or the Company. If however the Insured Persons or the Company should refuse to consent to any settlement recommended by Us, then Our liability for such Claim (including Defence Costs) shall not exceed the amount for which the Claim could have been settled inclusive of Defence Costs, incurred with their consent up to the date of such refusal and then only up to the Limit of Indemnity stated in The Schedule.

If We do take over and conduct the defence or settlement of any such Claim, the Company or any Insured Person shall give Us all such information and assistance as We may reasonably require and that is in the Company's or any Insured Person's power to provide.

Without prejudice to the generality of the above, this duty to assist Us includes

- (a) providing all such information, assistance, signed statements as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
- (b) allowing Us to present the best possible defence of a Claim within the time constraints available
- (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a Loss
- (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

We retain all rights of recovery available to the Company or any Insured Person in respect of any payment which may be made under this Section.

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### Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

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#### (1) Non-Disclosure and Non-Avoidance

Where there has been non-disclosure or misrepresentation of facts or untrue statements in the Proposal and provided that the Company or Insured Persons establish to Our satisfaction that such alleged non-disclosure or misrepresentation of facts or untrue statements were free of any fraudulent intent to deceive We will not exercise Our right to invalidate this policy.

This does not apply to any Claim arising from proceedings which have been issued prior to, or which are pending at, the prior and pending litigation date stated in The Schedule.

In the event of fraudulent misrepresentation or non-disclosure committed by an Insured Person no indemnity will be provided to that Insured Person or any Company which is required or permitted to indemnify that Insured Person. No knowledge possessed by any Insured Person shall be imputed to any other Insured Person.

# Legal Liabilities

## Directors and Officers Liability

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### Conditions (continued)

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#### (2) Change of Control – Limited Company

If during the Period of Insurance

- (a) an offer is made, and declared or made unconditional, for the whole, or a controlling interest in the issued share capital of the Company,  
or
- (b) there is a change in ownership of the controlling interest of the share capital of the Company,  
or
- (c) a person or persons acting in concert acquires a majority of the voting rights to appoint or remove members of the Company.

We will only provide indemnity in respect of any Wrongful Act committed prior to the date such offer was declared or made unconditional or the change of ownership became effective.

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#### (3) Change of Control – Specific to Limited Liability Partnerships

If during the Period of Insurance

- (a) the number of Members of the Limited Liability Partnership becomes reduced to 50% or less of the number of Members of the Limited Liability Partnership at the start of the Period of Insurance,  
or
- (b) the number of Members of the Limited Liability Partnership at the start of the Period of Insurance is 10 or more and, during the Period of Insurance, that number becomes increased by 100% or more

the Limited Liability Partnership must give written notice of that reduction or increase, and such information as We may require, to Us within 90 days following the time when that reduction or increase is reached. We shall have the right to amend the terms of this Cover, including charging an additional premium and including terminating cover, but only with effect from 90 days after the time when that reduction or increase occurs.

---

#### (4) Excess Waiver

We will refund the Excess if a final adjudication or a complete and final settlement exonerates all Insured Persons involved in such Claim from liability and imposes no recourse.

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#### (5) Allocation

We will do all that is reasonably required to determine a fair and equitable allocation between any Loss which is indemnified and any other losses or costs which are not indemnified under this Section taking into account the relative legal liability of each party involved.

If We and the Company cannot agree on a fair and equitable allocation with the Company or the Insured Person, then the issue will be referred to a senior barrister (to be mutually agreed upon by the Insured Person, the Company and Us) for arbitration whose decision shall be based on the same principle as above and binding on all parties.

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#### (6) Authorisation

The Company shall act on behalf of any Insured Person or any other persons who may be entitled to indemnity under this Section in respect of the

- (a) notification of any Claims in accordance with Claims Conditions (1), (2) and (3)
- (b) payment of premiums or the receiving of any return premiums that may become due under this Section
- (c) negotiation, agreement to and acceptance of renewal terms and endorsements applying to this Section.

# Legal Liabilities

## Directors and Officers Liability

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### Conditions (continued)

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#### (7) Severability of Exceptions

For the purposes of determining whether an exception applies, no fact pertaining to the conduct of any Insured Person shall be imputed to any other Insured Person.

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#### (8) Limit of Indemnity

A separate aggregate Limit of Indemnity applies to this Section. We have no liability in excess of this Limit of Indemnity regardless of the number of Insured Persons or Companies or Claims made during the Period of Insurance or Discovery Period, save the circumstances stated in the Additional Cover.

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#### (9) Interrelated Claims

All Claims or Losses arising directly or indirectly from one source or originating cause shall be treated for the purposes of the Limit of Indemnity as a single Claim or loss.

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#### (10) Contracts (Rights of Third Parties)

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

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#### (11) Liquidation

In the event of the Company's liquidation, this Section shall remain in force until the expiry date of the Period of Insurance. We will continue to provide indemnity but only in respect of any Claim as the result of a Wrongful Act prior to the date of liquidation.

The date of liquidation will be deemed to be the date on which

- (a) resolution for voluntary liquidation is passed by the Company,
- or
- (b) a petition for compulsory liquidation is presented to the relevant authority.

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#### (12) Other Insurances

If an Insured Person or the Company is, or would be but for the existence of this Section, entitled to indemnity under any other more specifically relevant and collectable insurance policy in respect of any Claim or Loss, We shall not be liable for any Loss except in respect of any amount in excess of that which would have been payable under such insurance had this policy not been effected.

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#### (13) Policy Disputes

In the event of any dispute, the law of England and Wales and the courts of England and Wales will have exclusive jurisdiction for hearing and determining any litigation arising out of or in connection with this Section.

# Legal Liabilities Residents Association Management Liability

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## Policy Definitions

*Each time one of the words or phrases listed below is used, it will have the same meaning wherever it appears in the policy unless stated otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy.*

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<b>Bodily Injury</b>	Any injury, death, illness, sickness, psychological injury, emotional distress or nervous shock.
<b>Business Activities</b>	The activities of the Residents Association as declared to Us in the Proposal.
<b>Computer and Electronic Equipment</b>	All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.
<b>Data</b>	All information which is <ol style="list-style-type: none"><li>(1) electronically stored, or</li><li>(2) electronically represented, or</li><li>(3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data</li></ol> including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.
<b>Data Storage Materials</b>	Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.
<b>Defence Costs</b>	The cost and expenses incurred by an Insured Person or The Association in the investigation or defence of any Claim in so far as those costs and expenses have been incurred with Our written consent.  Defence Costs shall not include the Association's management costs or any overtime, wages, salaries, or fees of any Insured Person or any of the Association's employees.
<b>Denial of Service Attack</b>	Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

# Legal Liabilities Residents Association Management Liability

## Definitions (continued)

<b>Employee</b>	<p>(1) Any natural person who was, is or becomes during the Period of Insurance under a contract of service or apprenticeship with The Association.</p> <p>(2) Any natural person who was, is or becomes during the Period of Insurance</p> <ul style="list-style-type: none"><li>(a) self employed</li><li>(b) a voluntary helper</li><li>(c) engaged under a work experience or training scheme</li><li>(d) seasonal or temporary staff</li><li>(e) agency staff</li></ul> <p>while working under Your control in connection with the Business Activities of The Association.</p>
<b>Excess</b>	<p>That first part of each and every payment in relation to a Claim or Loss which is payable by The Association or any Insured Person, rather than Us. The amount of the Excess is stated in The Schedule.</p>
<b>Failure</b>	<p>Any partial or complete reduction in the</p> <ul style="list-style-type: none"><li>(1) performance, or</li><li>(2) availability, or</li><li>(3) functionality, or</li><li>(4) the ability to recognise or process any date or time, of any</li></ul> <ul style="list-style-type: none"><li>(a) Computer and Electronic Equipment,</li><li>(b) electronic means of communication,</li><li>(c) web site.</li></ul>
<b>Limit of Indemnity</b>	<p>The maximum amount, stated in The Schedule, which We will pay in respect of any one Claim (including claimant's costs and expenses and Defence Costs) and in total for all Claims first made during any one Period of Insurance.</p>
<b>Loss of Data</b>	<p>Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.</p>
<b>Period of Insurance</b>	<p>From the effective date until the expiry date stated in The Schedule.</p>
<b>Pollution</b>	<p>Any contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.</p>
<b>Property Damage</b>	<p>The physical damage or destruction or loss of use of any tangible property.</p>
<b>Proposal</b>	<p>Any signed proposal form, renewal declaration, statement of fact and any additional information supplied by The Association or on The Association's behalf.</p>

# Legal Liabilities Residents Association Management Liability

## Definitions (continued)

<b>The Association/ The Insured/You/Your</b>	The Residents Association named in The Schedule.
<b>The Schedule</b>	The document which specifies the details of The Association, Period of Insurance, Excess, Limit of Liability and endorsements applying to this Policy.
<b>Subsidiary</b>	Any organisation which is owned and controlled by The Association.
<b>Territorial Limits</b>	Territories specified in The Schedule.
<b>Terrorism</b>	Any act but not limited to (1) the use or threat of force or violence, or (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear or chemical or biological or radiological means caused or occasioned by any person or group(s) of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes.
<b>Virus or Similar Mechanism</b>	Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.
<b>We/Us/Our/Aviva</b>	Aviva Insurance Limited

# Legal Liabilities Residents Association Management Liability

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## Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternate definition is stated to apply.*

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<b>Claim</b>	Any (1) demand whether oral or in writing, for damages or compensation. (2) notice of (a) Criminal Proceedings (b) Disqualification proceedings (c) Employment Practice Proceedings (d) Regulatory Proceedings (e) other civil or arbitration proceedings.
<b>Criminal Proceedings</b>	A prosecution brought before any criminal court in the United Kingdom against any Insured Person in their capacity as a director of The Association.
<b>Disqualification Proceedings</b>	Proceedings commenced by pre-action protocol letter, summons, application or claim form against any Insured Person in their capacity as a director of The Association, under The Company Directors' Disqualification Act 1986.
<b>Employment Practice Proceedings</b>	Proceedings commenced by pre-action protocol letter, IT1 or claim form against any Insured Person in their capacity as a director of the Association, arising out of any alleged or actual (1) discrimination (2) wrongful or unfair dismissal, discharge or termination of employment (3) breach of any written employment contract (4) failure to furnish accurate job references.
<b>Formal Investigation</b>	Enquiry or investigation commenced by official notice instituted by statutory, regulatory or professional bodies empowered under statute to investigate the business activities of the Association or an Insured Person in their capacity as a Director or Officer of the Association.
<b>Insured Person</b>	Any natural person who is or has been, during the Period of Insurance, a director or officer of The Association.
<b>Legal Representation Expenses</b>	Reasonable and necessary legal representation fees and related professional charges which an Insured Person incurs personally in their representation at a Formal Investigation.
<b>Loss</b>	Sums which any Insured Person or The Association is legally liable to pay in respect of any (1) damages, compensation or other settlements (2) claimants' costs and expenses (3) Defence Costs.
<b>Regulatory Proceedings</b>	Investigation or enforcement proceedings commenced by official notice brought by a regulator empowered under statute against any Insured Person in their capacity as a director or officer of The Association.

# Legal Liabilities Residents Association Management Liability

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## Definitions

(continued)

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<b>Retired Insured Person</b>	Insured Persons who have ceased to act in their insured capacity prior to the expiry of the Period of Insurance for reasons other than <ol style="list-style-type: none"><li>(1) disqualification, on grounds relating to fitness or propriety, from holding office or from managing a company</li><li>(2) a Transaction having taken place.</li></ol>
<b>Subsidiary</b>	Any organisation which is owned and controlled by The Association.
<b>Transaction</b>	The occurrence of any of the following events, The Association <ol style="list-style-type: none"><li>(1) ceases to trade</li><li>(2) consolidates with or merges into another entity</li><li>(3) disposes of all or substantially all of its assets.</li></ol>
<b>Wrongful Act</b>	Any actual or alleged <ol style="list-style-type: none"><li>(1) breach of duty including fiduciary or statutory duty</li><li>(2) negligent act, error or omission</li><li>(3) defamation</li><li>(4) breach of warranty of authority</li><li>(5) misstatement or misleading statement</li><li>(6) wrongful trading.</li></ol> committed by an Insured Person in their capacity as a director, officer or trustee of The Association or The Association.

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## Cover

### (1) Directors and Officers Liability

We will indemnify any Insured Person for Loss arising from a Claim as the result of a Wrongful Act, provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by an Insured Person from The Association in which case Cover (2) Association Reimbursement will apply.

### (2) Association Reimbursement

In the event that The Association is required or permitted to indemnify an Insured Person, We will pay on The Association's behalf for Loss arising from a Claim as the result of a Wrongful Act, provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by the Association from any other source.

### (3) Residents Association Liability

We will indemnify The Association for Loss arising from a claim as the result of a Wrongful Act. Provided that such Claim is first made and notified to Us during the Period of Insurance.

### (4) Heirs, Spouses or Legal Representatives

In the event of an Insured Person's death, incapacity, insolvency or bankruptcy We will indemnify their lawful heirs, marital spouse, estate or legal representatives in respect of any legal liability by reason of their lawful status for Loss arising from a Claim as the result of a Wrongful Act.

# Legal Liabilities Residents Association Management Liability

## Cover (continued)

### (5) Claims brought by the Residents Association or Insured Persons

In the event of any action or proceedings being brought by or on behalf of an Insured Person or the Association in respect of a Claim arising from a Wrongful Act, We will provide indemnity for Loss arising from any

- (a) Claim brought by any retired director of The Association
- (b) Claim brought by an administrator, liquidator or receiver appointed to deal with the insolvency of The Association.

### (6) Bodily Injury Defence Costs

We will pay Defence Costs arising from any Claim for Bodily Injury as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.

Our total liability under Cover during any one Period of Insurance and which is part of and not in addition to the Limit of Indemnity is £100,000 or the balance of the Limit of Indemnity available, whichever is the lesser.

### (7) Property Damage Defence Costs

We will pay Defence Costs arising from any Claim for Property Damage as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.

Our total liability under Cover during any one Period of Insurance and which is part of and not in addition to the Limit of Indemnity is £100,000 or the balance of the Limit of Indemnity available, whichever is the lesser.

### (8) Legal Representation Expenses

We will pay on behalf of any Insured Person any reasonable costs and expenses incurred by them for representation at a Formal Investigation during the Period of Insurance, provided that

- (a) such costs and expenses are incurred with Our prior written consent and
- (b) the attendance of that Insured Person is required directly in relation to the Formal Investigation and
- (c) the subject of the Formal Investigation may become a Claim under this Section and in respect of which We may be obliged to provide an indemnity under the terms of this Section.

Our total liability under this cover whether involving one or any number of Insured Persons will not exceed £15,000 which is part of and not in addition to the Limit of Indemnity in all any one Period of Insurance.

### (9) Extended Reporting Period

If We decline to offer renewal terms for this Section for reasons other than non-payment of premium, The Association has the right to extend the Period of Insurance for an additional 12 months, hereafter referred to as the extended reporting period.

Provided that

- (a) The Association makes written application to Us to exercise the extended reporting period within 15 days of the expiry date of the Period of Insurance.
- (b) payment of the additional premium chargeable is made by The Association within 30 days of the expiry date of the Period of Insurance.
- (c) indemnity during the extended reporting period is only provided in respect of any Wrongful Act committed prior to the expiry date of the Period of Insurance
- (d) this Section is not superseded by another policy covering the same, or substantially the same, risks.

# Legal Liabilities Residents Association Management Liability

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## Cover *(continued)*

### (10) Retired Insured Persons

If this Section is neither renewed nor replaced with similar cover Retired Insured Persons shall be entitled to an extended reporting period of 72 months. This extended reporting period shall commence from the expiry date of the Period of Insurance and shall, for each Retired Insured Person, apply only to Wrongful Acts prior to the date on which that Retired Insured Person became a Retired Insured Person.

A Claim made during an extended reporting period shall be deemed to have been made during the Period of Insurance immediately preceding that extended reporting period. If any Association takes out any other insurance policy which affords cover similar to the extended reporting period described above, then the extended reporting period shall come to an end or, if not yet obtained, cease to be available.

#### **Our total liability under this Section will not exceed the Limit of Indemnity.**

We shall not be liable for the Excess or any lesser amount for which a Claim may be settled.

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## Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of any Claim

- (1) arising from proceedings brought against an Insured Person or the Association and which have been issued prior to, or which are pending at, the Prior and Pending Litigation Date stated in The Schedule.
- (2) or circumstance that might give rise to a Claim which
  - (a) have been notified to and accepted under any other insurance attaching prior to the inception of this Section
  - (b) an Insured Person or The Association should after reasonable enquiry have been aware of prior to the inception of this Section.
- (3) arising from any Wrongful Act committed by the lawful heirs, marital spouse, estate or legal representatives of an Insured Person.
- (4) arising directly or indirectly from or in consequence of
  - (a) any dishonest or fraudulent act or omission by The Association or any Insured Person if a court judgement or other final adjudication establishes such dishonest, fraudulent act or omission
  - (b) The Association or any Insured Person having gained any personal profit, remuneration or advantage to which they were not legally entitled.
- (5) from any action or proceedings brought by or on behalf of an Insured Person or the Association other than specifically indemnified under Cover (5) Claims Brought By The Association or Insured Persons.
- (6) from an action brought by or on behalf of any past or present shareholder who had or has direct or indirect ownership of or control over 50% or more of the voting shares or rights of The Association.
- (7) arising directly or indirectly
  - (a) from the provision of, or failure to provide, professional services or professional advice
  - (b) a breach of any contract for the provision of professional services or professional advice.
- (8) arising directly or indirectly from any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court.

# Legal Liabilities Residents Association Management Liability

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## Exceptions

*(continued)*

- (9) directly or indirectly arising out of any
  - (a) pension or superannuation scheme
  - (b) health and welfare plan
  - (c) share option scheme or plan
  - (d) other employee benefit programme established or maintained for the benefit of The Association or The Association's Employees.
- (10) arising directly or indirectly from any Bodily Injury other than Defence Costs indemnified under Cover (6) Bodily Injury Defence Costs.
- (11) arising directly or indirectly from or caused by Pollution.
- (12) arising directly or indirectly from or caused by Property Damage other than Defence Costs indemnified under Cover (6) Property Damage Defence Costs.
- (13) arising directly or indirectly from a Subsidiary.
- (14) arising directly or indirectly from Business Activities in countries outside the Territorial Limits.
- (15) arising from any legal proceedings brought in a court of law outside the United Kingdom or brought in the United Kingdom to enforce a judgement or order made in any court of law outside the United Kingdom.

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### Additional Exceptions applying to Cover (3) Residents Association Liability only

- (16) for the breach of any contract or agreement, either written or oral, except to the extent that the Association would have been liable in the absence of such a contract.
- (17) arising directly or indirectly from or in any way involving Claims incurred as a result of any Employment Practice Proceedings.
- (18) for direct or indirect tax obligations of any kind.
- (19) for libel or slander, any form of invasion of privacy, misappropriation, infringement or breach of copyright, patent, trademark, trade secret or intellectual property rights.

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## Claim Conditions

*If, in relation to any Claim, the Association fails to fulfil or observe the requirements imposed upon it by conditions (1), (2) or (3) the Association or any Insured Person will lose their right to indemnity or payment for that Claim.*

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### (1) Claims Notification

- If during the Period of Insurance, regardless of any Excess, the Association or any Insured Person
- (a) receives any Claim or notice of any Formal Investigation; the Association shall give written notice to Us as soon as practicable
  - (b) becomes aware of any circumstance that might give rise to a Claim or notice of any Formal Investigation, the Association shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us
  - (c) has a reasonable cause for suspicion of any dishonesty or fraud on the part of any Insured Persons, whether giving rise to a Claim or not, the Association shall give written notice to Us of such discovery as soon as practicable, provided always that any such written notice under any part Claims Condition (1) Claims Notification is received by Us during the Period of Insurance.

# Legal Liabilities Residents Association Management Liability

## Claims Conditions (continued)

Any written notice should be sent to  
Professional Indemnity Claims  
Corporate & Speciality Risk  
Aviva  
Dixon House, 3<sup>rd</sup> Floor  
1 Lloyd's Avenue  
London  
EC3N 3DH  
Tel. **0845 302 8408**  
Fax. **0845 302 8409**  
Email. **PRCLMS@aviva.co.uk**

### (2) Admission of Liability

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, the Association or any Insured Person must not admit liability for or settle any Claim, or incur any related costs or expenses, without Our written consent.

### (3) Claims Control and Subrogation

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled at Our own expense at any time to take over and conduct in the name of the Insured Person or Association the defence or settlement of any such Claim.

We shall not settle any Claim without the consent of the Insured Persons or the Association. If however the Insured Persons or the Association shall refuse to consent to any settlement recommended by Us, then Our liability for such Claim (including Defence Costs) shall not exceed the amount for which the Claim could have been settled inclusive of Defence Costs, incurred with their consent up to the date of such refusal and then only up to the Limit of Indemnity stated in The Schedule.

If We do take over and conduct the defence or settlement of any such Claim, the Association or any Insured Person shall give Us all such information and assistance as We may reasonably require and that is in the Association's or any Insured Person's power to provide.

Without prejudice to the generality of the above, this duty to assist Us includes

- (a) providing all such information, assistance, signed statements as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
- (b) allowing Us to present the best possible defence of a Claim within the time constraints available
- (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a Loss
- (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

We retain all rights of recovery available to the Association or any Insured Person in respect of any payment which may be made under this Section.

# Legal Liabilities Professional Indemnity (Other Professions)

## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

## Bodily Injury

Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

## Claim

Demand made against You consisting of or arising from any

- (1) demand, whether oral or in writing, for damages or compensation,
- (2) notice of intention, whether orally or in writing, to commence legal proceedings,
- (3) communication invoking any pre-action protocols,
- (4) notification of arbitration or adjudication proceedings.

## Documents

Any

- (1) project models or displays,
- (2) deeds, wills or agreements,
- (3) maps, plans, records, photographs or negatives, calculations, drawings,
- (4) written or printed books, letters, certificates, documents or forms of any nature whatsoever,
- (5) computer software, files, documents and systems records.

which are Your property or are under Your custody or control.

This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.

## Excess

The first part of each and every payment in relation to a Claim or loss which is payable by You rather than Us. The amount of the Excess is stated in The Schedule.

The Excess does not apply to Other Costs or the Additional Cover section.

## Limit of Indemnity

The maximum amount stated in The Schedule We will pay in respect of any one Claim or loss and in total for all Claims or losses first made during any one Period of Insurance.

Any dishonesty or fraud committed by a person acting alone or in collusion with others shall be treated as one Claim or loss.

## Other Costs

All costs and expenses incurred in the investigation, defence or settlement of any Claim in so far as those costs and expenses have been incurred with Our written consent.

## Pollution or Contamination

Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.

This definition shall not include pollution or contamination by asbestos.

# Legal Liabilities Professional Indemnity (Other Professions)

## Definitions (continued)

<b>Proposal</b>	Any signed proposal form, renewal declaration, statement of fact and any additional information supplied to Us by You or on Your behalf.
<b>Territorial Limits</b>	Great Britain, Northern Ireland, the Isle of Man, The Channel Islands any other European Union Member country.
<b>Terrorism</b>	Any act or acts including but not limited to (a) the use or threat of force and/or violence and/or (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means  caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes.
<b>The Business</b>	The provision, within the Territorial Limits, of professional advice or professional services directly connected to the activities declared to Us in Your Proposal.
<b>You/Your/The Policyholder/ The Insured</b>	(1) Any individual, partnership, limited liability partnership, company, or limited company named in The Schedule or any predecessor in business of such individual, partnership, limited liability partnership, company or limited company as declared to Us.  (2) Any person who is or has been or who becomes a director, partner, member, principal or Employee of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.  (3) The estate, heirs, executors, legal or personal representatives of any person or body referred to in (1) or (2) above in the event of their death or incapacity.

## Cover

- (1) We will indemnify You in respect of any Claim arising out of the conduct of The Business, first made against You and notified to Us during the Period of Insurance, for any civil liability including claimants costs and expenses arising from
  - (a) any negligent act or negligent omission committed by You,
  - (b) any dishonest or fraudulent act or omission committed by any of Your past or present partners, directors or Employees.
- (2) We will indemnify You for reasonable costs and expenses incurred by You in respect of any reasonable action taken to mitigate a loss or potential loss that would otherwise be the subject of a Claim under this Section provided that
  - (a) We give prior written consent to You incurring such costs and expenses  
and
  - (b) You prove to Our satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential Claim.

# Legal Liabilities Professional Indemnity (Other Professions)

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## Cover *(continued)*

**Our total liability under this Section shall not exceed the Limit of Indemnity and Other Costs.**

**If the amount paid to dispose of a Claim or loss exceeds the Limit of Indemnity, Our liability for Other Costs will only be the proportion which the Limit of Indemnity bears to the total amount paid to dispose of such Claim or loss.**

**We shall not be liable for the Excess or any lesser amount for which a Claim or loss may be settled.**

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## Additional Cover

*The following are extensions to cover and are in addition to the Limit of Indemnity.*

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### Documents

We will pay all reasonable costs and expenses incurred by You in replacing, restoring or reconstituting Documents, lost or damaged in the conduct of The Business provided the loss or damage is suffered and first discovered by You and notified to Us during the Period of Insurance.

Our total liability shall not exceed £50,000 for any one occurrence and £200,000 in all in any one Period of Insurance.

We will not indemnify You in respect of any loss or damage to Documents which are stored on Computer and Electronic Equipment, unless such Documents are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the Documents to their original status.

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### Payment for Court Attendance

We will compensate You, subject to our prior written consent, if You are attending court as a witness in connection with a Claim for which You are entitled to indemnity under this Section.

The maximum we will pay is £300 per person per day.

Our total liability shall not exceed £15,000 in any one Period of Insurance.

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### Representation Costs

We will indemnify You in respect of reasonable costs and expenses incurred by You for representation at properly constituted hearings, tribunals or proceedings provided that

- (a) such costs and expenses are incurred with Our prior written consent and
- (b) the subject of the hearing, tribunal or proceeding may become a Claim under this Section.

Our total liability shall not exceed £15,000 in all in any one Period of Insurance.

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## Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of the policy.*

We will not indemnify You in respect of any

- (1) Claim or loss to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.
- (2) Claim or loss arising directly or indirectly from or caused by any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You.
- (3) Claim or loss arising directly or indirectly from or caused by
  - (a) any Bodily Injury of any Employee whilst in the course of their employment with You.
  - (b) any other Bodily Injury or loss of or damage to property unless arising from any actual or alleged breach of duty in the performance of The Business.
- (4) fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.

# Legal Liabilities Professional Indemnity (Other Professions)

## Exceptions

(continued)

- (5) Claim or loss brought by any entity
  - (a) in which You exercise a controlling interest.
  - (b) which exercises a controlling interest over The Business by virtue of having a financial or executive interest in You.  
unless such Claim or loss arises from or is caused by a claim made against such entity by an independent third party.
- (6) Claim or loss made against You in Your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of The Business.
- (7) Claim or loss arising directly or indirectly from any plan, programme or scheme established or maintained to provide benefits to You or any Employee.
- (8) Claim or loss arising from or caused by the ownership, possession or use, by You or on Your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- (9) Claim arising directly or indirectly from or caused by
  - (a) the ownership, possession or use, by You or on Your behalf, of any buildings, structures, premises or land or
  - (b) that part of any building leased, occupied or rented by You or
  - (c) any other property (mobile or immobile) belonging to You.
- (10) Claim or loss arising from any dishonest or fraudulent act or omission committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission.
- (11) Claim or loss arising from any dishonest or fraudulent act or omission unless Your annual accounts are prepared or certified by an independent and properly qualified accountant or auditor.
- (12) defamation unless You can show that it was committed in good faith.
- (13) Claim arising out of liability assumed by You under any contractual agreement
  - (a) whereby You assume a standard of care greater than that reasonably expected of Your profession,
  - (b) by which You warranted or guaranteed a particular outcome,
  - (c) by which You agreed to pay a contractual penalty or liquidated damages in the event of breach,
  - (d) which provides a greater benefit or a longer lasting benefit than that given to the party whom You originally contracted,  
unless such liability would have attached to You in the absence of the features listed above.
- (14) Claim or loss arising directly or indirectly from or caused by Pollution or Contamination.
- (15) Claim or loss arising directly or indirectly from, or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual.
- (16) Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by You.
- (17) liability arising from
  - (a) the defective workmanship of any construction, installation, repair, alteration or maintenance work.
  - (b) any manufacturing defect of any goods or products supplied by You.

## Legal Liabilities Professional Indemnity (Other Professions)

### Exceptions

*(continued)*

- (18) Claim arising directly or indirectly from or caused by any work undertaken by You or on Your behalf prior to any Retroactive Date stated in The Schedule.
- (19) Claim or loss where You are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such policy had this policy not been effected.
- (20) Claim, loss or circumstance that might give rise to a Claim which
  - (a) has been notified under any other policy of insurance attaching prior to the inception of this Section.
  - (b) You were or should after reasonable enquiry have been aware of prior to the inception of this Section.
- (21) Claim or loss
  - (a) instituted or pursued in the United States of America, its territories and/or possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise),
  - (b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply,
  - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.
- (22) liability arising directly or indirectly from, or connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
  - (a) Virus or Similar Attack
  - (b) Denial of Service Attack
  - (c) unauthorised access to or use of Computer and Electronic Equipment.However, We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental damage to property which is not otherwise excluded.
- (23) Claim, loss or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a).

In any action, suit or other proceedings, where We allege that by reason of this exception any consequence whatsoever resulting directly or indirectly from (a) above regardless of any other contributory cause or event is not covered by this Section, the burden of proving that any consequence whatsoever resulting directly or indirectly from or in connection with (a) above regardless of any other contributory cause or event is covered shall be upon You.

# Legal Liabilities Professional Indemnity (Other Professions)

## Conditions

*The following Conditions apply in addition to the Policy Conditions at the back of this policy.*

If in relation to any Claim You fail to fulfil or observe the requirements imposed upon You by conditions (1), (2), or (3), You will lose Your right to indemnity or payment for that Claim.

- (1) If during the Period of Insurance, regardless of any Excess, You
  - (a) receive any Claim, You shall give written notice to Us as soon as practicable
  - (b) become aware of any circumstance that might give rise to a Claim, You shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us.
  - (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner, or Employee of Yours, whether giving rise to a Claim or not, You shall give written notice to Us of such discovery as soon as practicable.
  - (d) discover any loss or damage to Documents, You shall give written notice to Us of such discovery as soon as practicable.

**Provided always that any such written notice under any part of this condition (1) is received by Us during the Period of Insurance.**

**Any written notice should be sent to:-**

Professional Indemnity Claims

Corporate & Speciality Risk

Aviva

Dixon House, 3<sup>rd</sup> Floor

1 Lloyd's Avenue

London

EC3N 3DH

Telephone **0845 302 8408**

Fax **0845 302 8409**

Email: **PRCMLS@aviva.co.uk**

- (2) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, You must not admit liability for or settle any Claim or incur any related costs or expenses without Our written consent.
- (3) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled, at Our own expense at any time, to take over and conduct in Your name the defence or settlement of any such Claim or circumstance.

If We do take over and conduct the defence or settlement of any such Claim You shall give Us all such information and assistance as We may reasonably require and that is in Your power to provide.

Without prejudice to the generality of the above, Your duty to assist Us includes

- (a) providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued.
- (b) allowing Us to present the best possible defence of a Claim within the time constraints available.
- (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a loss.
- (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

## Legal Liabilities Professional Indemnity (Other Professions)

### Conditions (continued)

- (4) In connection with any Claim, We may at any time pay You the amount of the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any lesser amount for which We believe that such Claim can be settled and thereupon We shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which We may be responsible under this section.
- (5) The Limit of Indemnity and the Excess apply to all of You jointly. If more than one insured is named in The Schedule the total amount We will pay will not exceed the amount we would be liable to pay to any one of You.
- (6) If any settlement is made by Us to You under the terms of this policy, You grant to us all rights of recovery that You would have had against any parties from whom a recovery may be made and You will take all reasonable steps to preserve and not to prejudice such rights.
- (7) If You make any Claim for indemnity under this section knowing the same to be false or fraudulent as regards to the amount or otherwise, this policy shall become void and You shall forfeit all benefit hereunder.
- (8) A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 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 that Act.
- (9) Where a Claim or loss involves the dishonest or fraudulent act or omission of any former or present partner, director, member, Employee, consultant or sub-contractor
  - (a) You shall at Our request and expense take all reasonable steps to obtain reimbursement from such person,
  - (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from You or monies of such persons held by You shall be deducted from any amount payable under this Section,
  - (c) no indemnity in respect of such Claim or loss shall be afforded to any person committing or condoning such dishonest or fraudulent act or omission,
  - (d) nothing herein shall preclude Us from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.
- (10) You shall not be required to contest any legal proceedings unless a Queen's Counsel (to be mutually agreed upon between You and Us) shall advise that such action has a reasonable prospect of success.

# Policy Conditions

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## Policy Conditions

*All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.*

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### (1) Alteration of Risk

If

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury  
or
- (b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

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### (2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

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### (3) Cancellation

- (a) You may cancel this policy at any time after the date We have received the premium, by providing 30 days' notice in writing to Us.
- (b) We may cancel this policy, by providing notice in writing to You at your last known address, if there is a default under any relevant instalment agreement. In such case, Your policy will end with effect from the beginning of the period in respect of which the instalment has not been paid.

If Your policy is cancelled under (a) or (b) above, at Our discretion, We may refund part of the premium for the unexpired period, which will be calculated on Our, then current, short period rating basis, and provided that there have been no

- (i) claim(s) made under the policy for which We have made a payment
  - (ii) claim(s) made under the policy which are still under consideration
  - (iii) incident(s) which You are aware of and are likely to give rise to a claim which has yet to be reported to Us
- during the current Period of Insurance.
- (c) We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
  - (d) We may also cancel this policy at any time by sending not less than 30 days' notice in writing to Your last known address.  
We will refund a proportionate part of the premium for the unexpired period provided that there have been no
    - (i) claim(s) made under the policy for which We have made a payment
    - (ii) claim(s) made under the policy which are still under consideration
    - (iii) incident(s) which You are aware of and are likely to give rise to a claim which has yet to be reported to Usduring the current Period of Insurance.

# Policy Conditions

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## Policy Conditions (continued)

### (4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
  - (i) 30 days
  - or
  - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious personsof You becoming aware of the event or occurrence, or such further time that We may allow.
- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

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### (5) Contribution

#### **Applicable to Employers' Liability Section and Property Owners Liability Section**

- (a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

#### **Applicable to all other Sections insured by this Policy**

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

---

### (6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity
  - or
  - (b) the Sum Insured
  - or
  - (c) a smaller amount for which a claim can be settled
- after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

# Policy Conditions

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## Policy Conditions (continued)

### **(7) Fraud**

- (a) If a claim made by You or anyone acting on Your behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not  
or
- (b) (i) if a false declaration or statement is made  
or  
(ii) if a fraudulent device is used  
in support of a claim

We may at Our option

- (i) avoid the policy from the inception of this insurance  
or
- (ii) cancel the policy from the date of the claim or alleged claim and repudiate the claim  
or
- (iii) repudiate the claim.

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### **(8) Identification**

The policy and The Schedule will be read as one contract.

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### **(9) Non Disclosure, Misrepresentation or Misdescription**

We will avoid this policy if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or anyone acting for You.

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### **(10) Reasonable Precautions**

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
  - (i) loss, destruction or damage to the Property Insured
  - (ii) accident or injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

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### **(11) Reinstatement**

When We decide, or are required to reinstate or replace any property, You will at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

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### **(12) Subrogation**

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy  
or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

# Policy Conditions

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## Policy Conditions (continued)

### (13) Index Linking

(a) Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices or any alternative index specified by Us in Our reasonable opinion

(i) any buildings and tenants improvements item

The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

(ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

In the event of a negative index We will retain Your existing amounts insured, unless You advise Us otherwise.

(b) Claims.

These adjustments will continue during the

(i) Period of Insurance

(ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

---

### (14) Long Term Undertaking

Where a Section is stated in The Schedule to be subject to a Long Term Undertaking a discount of 5% under that Section is allowed in consideration of You having provided an undertaking with effect from the date stated in The Schedule to offer annually for a period of three years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that:

(a) We will be under no obligation to accept an offer made in accordance with such an undertaking

(b) the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in The Business.

The discount does not apply to any inspection fees charged under the Engineering Section of this policy.

The above mentioned undertaking applies to any policy which may be issued by Us in substitution for this policy and the same discount shall be allowed.

# Policy Conditions

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## Policy Conditions *(continued)*

### **(15) Subjectivity**

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (a)
  - (i) providing Us with any additional information
  - (ii) completing any actions agreed between You and Us
  - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, allowing Us access to The Premises and/or The Business to carry out survey(s) and Your compliance with any risk improvements identified.

If this is the case, then The Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option:

- (i) modify Your premium,
- (ii) amend the terms and conditions of this policy,
- (iii) require You to make alterations to The Premises and/or to comply with any risk improvements identified,
- (iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation,
- (v) leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

# Policy Exceptions

## Exceptions

*The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section.*

We will not indemnify You in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - (a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (ii) mutiny or military uprising, martial law
  - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the following Sections, when insured by this policy
    - (a) Property Damage – Specified Contingencies
    - (b) Property Damage – All Risks
    - (c) Money and Assault
    - (d) Glass
    - (e) Engineering
    - (f) Business Interruption.
  - (2) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
    - (a) Terrorism
    - (b) Employers' Liability
    - (c) Professional Indemnity
    - (d) Directors and Officers Liability
    - (e) Management Liability.
  - (3) exception (1) (b) does not apply to the Property Owners Liability Section, when insured by this policy.
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
    - (a) (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
    - (b) the use of any weapon or device
      - (i) dispersing radioactive material and/or ionising radiation
      - or
      - (ii) using atomic or nuclear fission and/or fusion or other like reaction.

# Policy Exceptions

## Exceptions (continued)

(c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.

However,

- (1) exception (2) (b) does not apply to the following Sections, when insured by this policy
    - (a) Employers' Liability
    - (b) Property Owners Liability.
  - (2) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
    - (a) indemnify another party
    - or
    - (b) assume the liability of another party.
  - (3) exceptions (2) (a) and (2) (b) do not apply to the following Sections, when insured by this policy
    - (a) Terrorism
    - (b) Professional Indemnity
    - (c) Directors and Officers Liability
    - (d) Management Liability.
  - (3) (a) Money, negotiable instruments and specie
  - (b) securities and bonds
  - (c) jewellery
  - (d) precious stones
  - (e) precious metals
  - (f) bullion
  - (g) furs
  - (h) curios and antiques
  - (i) rare books
  - (j) works of art
  - (k) goods held in trust or on commission
  - (l) documents
  - (m) manuscripts
  - (n) business books
  - (o) computer systems records
  - (p) explosives and hazardous substances
  - (q) property in transit
- unless specifically mentioned.

However, exceptions (3)(a) to (q) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
- (2) Employers' Liability
- (3) Property Owners Liability
- (4) Property Owners Legal Protection.

# Policy Exceptions

## Exceptions (continued)

- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - (b) media or systems used in connection with anything referred to in (a) above whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
    - (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
    - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section
  - (a) Property Damage – Specified Contingencies
  - (b) Property Damage – All Risks
  - (c) Money and Assault
  - (d) Engineering
  - (e) Business Interruption.
- (2) exceptions (4) (a) and (4) (b) do not apply to the following Sections, when insured by this policy
  - (a) Terrorism
  - (b) Employers' Liability
  - (c) Professional Indemnity
  - (d) Directors and Officers Liability
  - (e) Management Liability.

### Definition

The following definition only applies to this exception

'Defined Contingency'

fire, lightning, explosion, aircraft and 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, impact by any road vehicle or animal, or theft.