

# Policy Wording

Property Owners  
Specified Perils



**XL Insurance**

Property

# Property Owners Specified Perils Insurance

Wording

POSW AXICL 11/24



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# 1. Introduction

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This policy consists of the Policy Definitions, Exclusions and Conditions, the **Schedule**, the coverage Sections stated as operative in the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

**We** will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this policy, against the events set out in the operative Sections and occurring in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

Please read this policy carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **Your** broker through whom this policy was arranged.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a **Claim**.

## 1.1 Accessibility

Upon request **We** can provide Braille, audio or large print versions of the policy and the associated documentation. If **You** require an alternative format **You** should contact **Your** broker through whom this policy was arranged.

## 1.2 Third Party Rights

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

## 1.3 Law and Jurisdiction

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this contract of insurance and all communications relating to it will be in English.

## 1.4 Interpretation

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- (b) if any term, condition, exclusion or **Endorsement** or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings are for general reference only and shall not be considered when determining the meaning of this policy.

## 1.5 Cancellation and Cooling-Off Period

### (a) Your Right to Cancel during the Cooling-Off Period

**You** are entitled to cancel this policy by notifying **Us** within fourteen (14) days of either:

- (i) the date **You** receive this policy; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.



A full refund of any premium paid will be made unless **You** have made a **Claim** in which case the full annual premium is due.

(b) **Your Right to Cancel after the Cooling-Off Period**

**You** are entitled to cancel this policy after the cooling-off period by notifying **Us**. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a **Claim** in which case the full annual premium is due.

(c) **Our Right to Cancel**

**We** are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a **Claim**;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a **Claim** in which case the full annual premium is due.

1.6 **Information You Have Given Us**

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all **Claims**; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any **Claim** and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any **Claim** in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

**We** will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding **Claim** and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future **Claim** in accordance with (ii) and/or (iii), in which case **You** may then give **Us** notice that **You** are terminating this policy;

in accordance with the Cancellation and Cooling-Off Period Provisions.

1.7 **Changes We Need to Know About**

**You** must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.



When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off Period Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any **Claim You** make or could result in **Your** insurance being invalid.

#### 1.8 **Fraud**

If **You**, or anyone acting for **You**, makes a fraudulent **Claim**, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the **Claim**; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and
- (c) may by notice to **You** treat this policy as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this policy (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and
- (ii) **We** need not return any of the premium paid.

#### 1.9 **Sanctions**

**We** shall not provide any benefit under this policy to the extent of providing cover, payment of any **Claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

#### 1.10 **Complaints Procedure**

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Department  
XL Catlin Services SE, UK Branch  
20 Gracechurch Street  
London  
EC3V 0BG  
United Kingdom  
Telephone Number: +44 (0)20 7743 8487  
Email: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)

XL Catlin Services SE acts on **Our** behalf in the administration of complaints.

If **You** remain dissatisfied after the Complaints Department have considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR  
United Kingdom  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Telephone Number: **From within the United Kingdom**



0800 0234 567 calls to this number are free on mobiles and landlines  
0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers

**From outside the United Kingdom**

+44 (0)20 7964 0500  
Fax Number: +44 (0)20 7964 1001  
Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**1.11 Insurance Guarantee Scheme**

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this contract of insurance. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY, United Kingdom) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

**1.12 Regulatory Information**

**(a) AXA XL Insurance Company UK Limited**

**We** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom.

Registered in England Number 5328622.

**You** can check this out on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

**(b) XL Catlin Services SE**

XL Catlin Services SE acts as an agent of AXA XL Insurance Company UK Limited in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered Office 8 St. Stephen's Green, Dublin 2, D02 VK30, Ireland.

Registered in Ireland Number 659610.

**You** can check this information on the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie) which includes a register of all the firms they regulate.

**1.13 Fair Processing Notice**

This Privacy Notice describes how AXA XL Insurance Company UK Limited ("**we**", or "**us**") collect and use the personal information of insureds, claimants and other parties ("**you**") when we are providing our insurance and reinsurance services.



The information provided to us, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by us for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by us for these purposes with group companies and third-party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the United Kingdom and/or the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [dataprivacy@axaxl.com](mailto:dataprivacy@axaxl.com).

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.

For more information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

### **Brokers, Intermediaries, Partners, Employers and Other Third Parties**

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.





## 2. Policy Definitions

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All the individual policy Sections are subject to the following definitions except where stated below.

2.1 **Buildings** means the building or buildings forming part of the **Premises** and shall consist of a building being:

- (a) brick stone or concrete built;
- (b) roofed with concrete asphalt tiles slates metal or sheets or slabs composed entirely of incombustible mineral ingredients; and
- (c) such that incorporate permanent foundations below ground level.

The definition of **Buildings** extends to include:

- (i) fixed glass up to GBP100,000 or 10% of the Sum Insured whichever is the lesser amount;
- (ii) landlord's fixtures and fittings;
- (iii) **Tenant's** improvements; and
- (iv) internal furnishings and common parts of the building including seasonal items;

and so far as not otherwise insured:

- (1) open fronted buildings, structures or units not complying to the standards of construction stated above;
- (2) **Outbuildings**, annexes, gangways and pedestrian access bridges;
- (3) building management and security systems;
- (4) telecommunication, television and radio aerials, satellite dishes, aerial fittings and masts;
- (5) walls gates and fences around and pertaining to them;
- (6) car parks, yards, roadways, pavements, footpaths and similar hard standing surfaces at the **Premises**;
- (7) solar panels, lamp-posts, flag poles and fixed signage at the **Premises**;

therein and thereon and thereon the property of the **Insured** or held by them in trust for which they are responsible.

2.2 **Business** means the business stated in the **Schedule** conducted by the **Insured** at or from premises of the **Insured**, and extends to include under the Liability Section:

- (a) the ownership, repair and maintenance of the **Insured's** own property including vehicles and plant owned and used by the **Insured**;
- (b) provision and management of canteen, social, sports, medical and welfare organisations and fire fighting and security services principally for the benefit of **Employees** and for the protection and promotion of the **Business** as stated in the **Schedule**;
- (c) private work undertaken by any **Employee** for any director or partner of the **Insured** with the prior consent of the **Insured**;
- (d) the participation by the **Insured** in exhibitions.

2.3 **Claim** means:

- (a) under the Material Damage and Business Interruption Sections a written demand for payment of an amount due under the terms of this policy; and
- (b) under the Liability Section:



- (i) a written demand for damages or other remedy made by a third party in accordance with the laws of a territory specified in the **Schedule** as a Covered Jurisdiction; or,
- (ii) where applicable, proceedings brought under the jurisdiction of a competent court or tribunal within a territory specified in the **Schedule** as a Covered Jurisdiction; or
- (iii) an award made by a competent court or tribunal anywhere in the world to enforce a judgement, award or settlement made in accordance with the laws of or under the jurisdiction of a territory specified in the **Schedule** as a Covered Jurisdiction.

2.4 **Communicable Disease** means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

2.5 **Computer System** means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

2.6 **Computer Virus** means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes for example 'Trojan Horses', 'worms' and 'time or logic bombs'.

2.7 **Contents** means:

- (a) Fixtures and fittings (not forming part of the **Buildings**), furniture, furnishings, utensils and domestic appliances belonging to for which the **Insured** is responsible for within the **Buildings** at the **Premises**; and
- (b) landlord's contents in the common areas of the **Buildings** to which all **Tenants** have access including:
  - (i) the contents of fuel tanks at the **Premises**;
  - (ii) janitorial goods belonging to for which the **Insured** is responsible;
  - (iii) portable communal property in the open grounds of and used in connection with the **Buildings** at the **Premises**;
  - (iv) documents manuscripts and business books but only for the value of materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the **Insured** of the information contained therein

unless specifically stated as insured on the Schedule landlords contents is limited in respect of:

- (1) china or other fragile brittle objects to GBP1,000 any one article;
- (2) curios, rare books, works of art or articles of antique furniture to GBP1,000 any one article;
- (c) computer systems' records but only for the value of the materials and the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the **Insured** of the information contained therein up to a maximum limit of GBP10,000;

and so far as not otherwise insured:

- (d) the personal effects including pedal cycles, but excluding motor vehicles, of directors, partners, **Employees** and visitors up to a maximum of GBP750 any one person.

2.8 **Damage** means accidental loss of or physical damage to tangible property and in respect of the Liability Section only the accidental loss of possession of tangible property.



2.9 **Defence Costs** means costs, fees and expenses incurred by or on behalf of the **Insured** with the written consent of the **Insurer** in the investigation, defence or settlement of any **Claim**, suit or proceedings which are or would, if successful, be covered under this policy. **Defence Costs** also includes legal expenses in respect of representation at any inquest or inquiry or in respect of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of cover by this policy.

**Defence Costs** do not include:

- (a) the **Insured's** own costs, fees or expenses or value attributable to the time spent in dealing with a **Claim** or a circumstance; or
- (b) legal costs and expenses incurred in the defence of any prosecution where the opinion of a King's Counsel, to be appointed at the **Insurer's** sole discretion, is that there is no reasonable defence; or
- (c) legal costs and expenses incurred in the defence of any criminal proceedings brought against the **Insured** or in an appeal against conviction by the **Insured**.

2.10 **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

2.11 **Employee** means any:

- (a) person under a contract of service or apprenticeship with the **Insured**;
- (b) labour only sub-contractor and persons supplied by them;
- (c) person employed by labour only sub-contractors;
- (d) self-employed person;
- (e) person hired to or borrowed by the **Insured**; or
- (f) person undertaking study or work experience, voluntary work or a youth training scheme with the **Insured**;

working for and under the control of the **Insured** in connection with the **Business**.

2.12 **Endorsement** means a change in the terms and conditions of this policy agreed by the **Insurer** that can extend or restrict cover.

2.13 **Excess** means the first part of each and every **Claim**, for which the **Insured** is responsible as stated in the **Schedule**.

2.14 **Heave** means the upward movement of the ground beneath the buildings as a result of the soil expanding.

2.15 **Indemnity Period** means the period beginning with the happening of the loss and ending not later than the last day of the period specified in the **Schedule**, during which the results of the **Business** shall be affected in consequence of the **Damage**.

2.16 **Injury** means under the Liability Section:

- (a) accidental:
  - (i) death, bodily injury, mental anguish, mental injury, illness or disease of or to a person;
  - (ii) trespass, nuisance, invasion of the right of privacy or interference with any right of way, air, light, water or other easement;
- (b) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.



- 2.17 **Insured / You / Your** means:
- (a) the person, persons or corporate body or other entity named in the **Schedule**;
  - (b) subsidiary companies of the **Insured** notified to and accepted in writing by the **Insurer**.
- 2.18 **Insurer / We / Us / Our** means AXA XL Insurance Company UK Limited.
- 2.19 **Intruder Alarm** means the component parts details in the alarm specification which has been agreed by the **Insurer** and the lines of communication used to transmit signals.
- 2.20 **Landslip** means the downward movement of sloping ground.
- 2.21 **Money** means anything having the value of money, including currency, crossed or uncrossed cheques, crossed or uncrossed Giro cheques, Giro drafts, travellers' cheques, crossed or uncrossed money orders, crossed or uncrossed postal orders, crossed or uncrossed bankers' drafts, bearer bonds, current postage stamps, current revenue stamps, unused units in postage stamp franking machines, bills of exchange, consumer redemption vouchers, trading stamps, gift vouchers, travel tickets, telephone cards and VAT purchase invoices.
- 2.22 **Occurrence** means an event or series of events having a common originating cause, including continuous or repeated exposure to substantially the same general harmful conditions.
- 2.23 **Outbuilding** means any structures at the **Premises** which are subsidiary to a **Building**:
- (a) which does not incorporate permanent foundations below ground level; and/or
  - (b) which is not capable of being properly secured including for example any stable garage shed hut lean-to greenhouse hay loft barn.
- 2.24 **Period of Insurance** means the period stated in the **Schedule**.
- 2.25 **Pollution** means any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including for example material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property.
- 2.26 **Premises** means the **Insured's** premises specified in the **Schedule**.
- 2.27 **Rent Receivable** means the **Money** paid or payable to the **Insured** for rent of the **Premises**, including service charges, rendered in the course of the **Business** at the **Premises**.
- 2.28 **Schedule** means the document entitled **Schedule** that relates to and forms part of this policy.
- 2.29 **Settlement** means the downward movement as a result of the soil being compressed by the weight of the building within ten (10) years of construction.
- 2.30 **Standard Rent Receivable** means the **Rent Receivable** during that period which is the same length as the **Indemnity Period** and which ends on the same day and month of the year as the **Indemnity Period** ends but ending in the year immediately before the date of the **Damage**.
- 2.31 **Subsidence** means the downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the buildings.
- 2.32 **Tenant** means the person, persons or corporate body or other entity occupying the **Premises** with the **Insured's** consent.
- 2.33 **Terrorism** means an act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 2.34 **United Kingdom** means England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.



2.35 **Unoccupied** means any **Building** or portion of a **Building** that is:

- (a) empty, void, vacant, silent, disused or no longer in active use; and/or
- (b) untenanted; and/or
- (c) awaiting refurbishment, redevelopment, renovation or demolition; and/or
- (d) not used for the purposes of the **Business**;

for period in excess of thirty (30) consecutive days.

2.36 **Wear and Tear** means a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, **Damage** by exposure to the light, lack of maintenance or Damage which happens gradually over a period of time.



### 3. Policy Exclusions

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All the individual policy Sections are subject to the following exclusions except where stated below.

This policy does not apply to or include cover for or arising out of or relating to:

#### 3.1 Asbestos

the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss or in respect of that part of any property insured by this policy which consists of asbestos.

This exclusion does not apply to the Employers' Liability Sub-Section

#### 3.2 Communicable Disease

- (a) any **Communicable Disease**;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above.

This exclusion does not apply to the Liability Section.

#### 3.3 Punitive Damages

any award of punitive or exemplary damages including fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.

#### 3.4 Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

#### 3.5 Sonic Bang

any loss destruction or **Damage** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

This exclusion does not apply to the Liability Section.

#### 3.6 Terrorism

any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.



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

This exclusion does not apply to the Employers' Liability Sub-Section.

### 3.7 **War**

war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.



## 4. Policy Conditions

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All the individual policy Sections are subject to the following conditions except where stated below.

### 4.1 Administration and Liquidation

This policy will immediately and automatically be cancelled in the event of any of the following:

- (a) the presentation of a petition seeking the appointment of a receiver or the making of a winding up order or the appointment of an administrator over the **Insured** or the making of any court order to that effect;
- (b) the passing of a resolution for the appointment of a liquidator, receiver or administrator or on the appointment of a liquidator, receiver or administrator over any of the **Insured's** assets;
- (c) the suspension by the **Insured** of payment of its debts or any threat by the **Insured** to do so or the entering into of a voluntary arrangement or other scheme of composition with its creditors by the **Insured**;

or the equivalent court application, order, appointment or arrangement in any jurisdiction in which the **Insured** may be domiciled or any territory within the specified territory or territories.

For the purpose of this condition, the **Insured** shall mean only the firm or company named in the **Schedule**.

In such cases, the **Insured** shall be entitled to the return of a proportionate part of the premium in respect of the unexpired **Period of Insurance** unless the **Insured** has made a **Claim** in which case the full annual premium is due.

### 4.2 Premium Adjustment

Where the premium is provisionally based on the **Insured's** estimates, the **Insured** shall keep accurate records and within ninety (90) days of expiry of the **Period of Insurance** declare such details as the **Insurer** requires. The premium shall then be adjusted and any difference paid or allowed to the **Insured** as the case may be. Failure to declare such details to the **Insurer** will entitle the **Insurer** to make its own estimate and adjust the premium accordingly.

### 4.3 Protection and Preservation

The **Insured** must at all times:

- (a) act to prevent any event which may give rise to a **Claim** under this policy
- (b) maintain the **Premises, Contents** and everything used in the **Business** in proper repair
- (c) take care in the selection and supervision of **Employees**
- (d) comply with all statutory and other obligations and regulations imposed by any authority
- (e) make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

The **Insurer** shall have no liability under this policy, if the **Insured** fails to comply with these provisions, unless the **Insured** shows that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 4.4 Subrogation

In the event of any payment by the **Insurer** under this policy, the **Insurer** shall be subrogated up to the amount of such payment to all the rights of recovery of the **Insured** or any person insured against any third party, provided always that they shall not exercise any such rights against any **Employee** or former **Employee** unless the loss was caused or contributed to by a fraudulent, dishonest or malicious act or omission by said person.





The **Insured** and any person insured shall, without charge, provide such assistance as the **Insurer** may require in any subrogation and shall at all times protect and preserve any rights of recovery to which they would become subrogated under this policy. The **Insurer** shall be entitled to refuse to pay, or reduce the amount they pay, for any **Claim** under this policy if the **Insured** does not protect and preserve such rights of recovery. The **Insurer**, at its option, may have the conduct of any proceedings to recover monies paid or payable by them, whether or not the **Insured** or person insured has an interest in such proceedings by reason of any uninsured losses.



## 5. Material Damage Section

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### 5.1 Operative Clause

The **Insurer** will make good the **Insured's** loss in respect of certain kinds of **Damage** to property as stated in the **Schedule** belonging to the **Insured** or for which the **Insured** is responsible occurring during the **Period of Insurance**. The types of **Damage** are as stated under Clause 5.3 – Basis of Cover.

The **Insurer's** liability shall not exceed the Sum Insured by each item of the **Schedule** in respect of any one **Period of Insurance** or limit specified in any Extension under this Section.

The amount the **Insurer** will pay under this Section is the actual value of the property which has suffered **Damage** as determined by Clause 5.2 – Basis of Claims Settlement will apply to all property.

The **Insurer** does not cover the **Excess** stated in the **Schedule** in respect of each and every **Claim** as ascertained after the application of all other terms and conditions of this policy including any condition of underinsurance.

At any given **Premises**, only the largest applicable **Excess** will apply in respect of that **Premises**.

### 5.2 Basis of Claims Settlement

#### (a) Reimbursement

The amount payable shall be the value of the property insured at the time of its loss or the amount of the **Damage** or at the **Insurer's** option the reinstatement or replacement of such property or any part of it.

#### (b) Reinstatement

Where (R) appears against the Sum Insured for property detailed in the **Schedule** the following basis shall apply.

The amount payable in respect of such item(s) shall be the cost of the reinstatement of the property lost or **Damaged**.

Reinstatement means:

- (i) where property is lost its replacement by similar property which provided the **Insurer's** liability is not increased may be carried out:
  - (1) in any manner suitable to the requirements of the **Insured**;
  - (2) upon another site;
- (ii) where property is **Damaged** the repair or restoration of property;

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Provided that:

- (i) the **Insurer's** liability for the repair or restoration of property **Damaged** in part only shall not exceed the amount which would have been payable had such property been wholly lost.
- (ii) each item insured subject to this Basis of Claims Settlement is declared to be separately subject to the following condition of underinsurance.

If at the time of reinstatement the sum representing 85 per cent (85%) of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Basis of Claims Settlement exceeds its Sum Insured at the commencement of any **Damage** the **Insurer's** liability shall not exceed that proportion of the amount of the **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.



- (iii) no payment beyond the amount which would have been payable in the absence of this Basis shall be made:
  - (1) unless Reinstatement commences and proceeds without unreasonable delay;
  - (2) until the cost of Reinstatement shall have been actually incurred;
  - (3) if the property insured at the time of its loss or **Damage** shall be insured by any other insurance effected by the **Insured** or on the **Insured's** behalf which is not upon the same basis of Reinstatement.
- (iv) all the terms and conditions of this Section shall apply:
  - (1) in respect of any **Claim** payable under the provisions of this Basis of Claims Settlement except insofar as they are varied hereby
  - (2) where **Claims** are payable as if this Basis of Claims Settlement had not been incorporated including any condition of underinsurance.

### 5.3 Basis of Cover – Specified Perils

#### 1 Fire

This Peril does not include **Damage** caused by:

- (a) explosion resulting from fire;
- (b) earthquake;
- (c) subterranean fire;
- (d) its own spontaneous fermentation or heating; or
- (e) its undergoing any heating process or any process involving the application of heat.

#### Lightning

#### Explosion

- (i) of boilers;
- (ii) of gas

used for domestic purposes only but excluding **Damage** caused by earthquake or subterranean fire.

#### 2 Aircraft or other aerial devices or articles dropped therefrom.

This Peril does not cover **Damage** by fire. This exclusion does not apply when Specified Peril 1 – Fire is insured by this Section.

#### 3 Explosion

This Peril does not cover **Damage**:

- (a) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to the **Insured** or under the **Insured's** control.
- (b) in respect of and originating in any vessel, machinery or apparatus or its contents belonging to the **Insured** or under the **Insured's** control which requires to be examined to comply with any Statutory Regulations unless such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service:
  - (i) by fire resulting from explosion



- (ii) by explosion
  - (1) of boilers
  - (2) of gas

used for domestic purposes only.

This exclusion does not apply when Specified Peril 1 – Fire is insured by this Section.

- 4 Riot Civil Commotion Strikers Locked-out Workers** or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organization.

The Peril does not cover **Damage**:

- (a) arising from cessation of work or from confiscation or destruction or requisition by order of the government or any public authority
- (b) by fire caused by strikers locked-out workers or persons taking part in labour disturbances or malicious persons. This exclusion does not apply when Specified Peril 1 – Fire is insured by this Section.

- 5 Malicious Persons** not acting on behalf of or in connection with any political organisation but only where Specified Peril 4 – Riot and Civil Commotion is also insured by this Section.

The Peril does not cover:

- (a) **Damage** (other than by Fire or Explosion)
- (b) **Damage** by theft
- (c) **Damage** in respect of any **Unoccupied Building**.

- 6 Earthquake** or Subterranean Fire.

- 7 Storm.**

This Peril does not cover:

- (a) **Damage** by the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam;
- (b) **Damage** by inundation from the sea whether resulting from Storm or otherwise;
- (c) **Damage** by lightning (this exclusion does not apply when Specified Peril 1 – Fire is insured by this Section);
- (d) **Damage** by frost **Subsidence Heave** or **Landslip**;
- (e) **Damage** in respect of fences gates and moveable property in the open.

- 8 Flood** but only where Specified Peril 7 – Storm is also insured by this Section.

This Peril does not cover:

- (a) **Damage** by Storm;
- (b) **Damage** by the escape of water from any tank apparatus or pipe;
- (c) **Damage** by frost **Subsidence Heave** or **Landslip**;
- (d) **Damage** in respect of fences gates and moveable property in the open.

- 9 Escape of Water** from any tank apparatus or pipe.

This Peril does not cover:

- (a) **Damage** in respect of any **Unoccupied Building**;



(b) **Damage** by water discharged or leaking from any automatic sprinkler installation.

**10 Impact by any Vehicle or Animal** not belonging to the **Insured** or under the **Insured's** control or any occupier of the **Premises** or their respective employees.

**11 Impact by any Vehicle or Animal**

This Peril does not cover, in respect of vehicles or animals belonging to the **Insured** or under the **Insured's** control or any occupier of the **Premises** or their respective employees, the amount of the **Excess** stated in the **Schedule** in respect of each and every loss as ascertained after all other terms and conditions of this policy including any condition of underinsurance.

**12 Accidental Escape of Water from any Automatic Sprinkler Installation** in the **Premises**.

This Peril does not cover:

- (a) freezing occurring at an **Unoccupied Building**;
- (b) explosion earthquake subterranean fire or heat caused by fire.

**13 Theft or attempted theft** involving:

- (a) forcible and violent entry to or exit from **Buildings** at the **Premises** including such thefts or attempted thefts involving collusion by any **Employee** but not any of the **Insured's** partners or directors;
- (b) assault or violence or threat thereof to the **Insured** or the **Insured's** partners, directors, **Employees** or members of their families or any other person lawfully on the **Premises**.
- (c) **Damage** to the **Buildings** resulting from forcible and violent entry to or exit from **Buildings** at the **Premises**.

Provided that the **Insured** is responsible for making good such **Damage**. The **Insurer's** liability under this Peril is limited to the extent that the **Insured** are responsible for making good such **Damage**.

This Peril does not cover:

- (i) **Damage** caused by fire or explosion other than following the use of explosives in pursuance of theft subject to a maximum limit of liability of GBP 25,000 or the total Sum Insured whichever is the lesser amount;
- (ii) **Damage** to cigarettes cigars tobacco wines and spirits in excess of a limit of liability of GBP 250;
- (iii) **Damage** to coin and similarly operated gaming and or amusement machines or their contents;
- (iv) **Damage** to plate float toughened laminated or stained glass or any decoration or lettering or any glass otherwise insured;
- (v) **Damage to Money**;
- (vi) **Damage** to motor vehicles or accessories thereon;
- (vii) **Damage** to livestock furs gold silver or other precious metals or precious stones;
- (viii) theft or attempted theft from yards gardens open spaces or **Outbuildings** unless the contents thereof are specifically insured by this Section.

#### **Special Extension to Peril 13 – Theft or Attempted Theft – Temporary Removal**

The property insured by this Section is covered whilst temporarily removed for cleaning renovation repair or other similar purposes at any other **Premises** in the **United Kingdom**.

The **Insurer's** liability under this Extension shall not exceed ten per cent (10%) of the Sum Insured on such property.



This Extension shall not apply to property otherwise insured.

#### 14 Accidental Physical Damage

This Peril does not cover:

- (a) **Damage** caused by:
  - (i) any other Specified Peril and cause(s) excluded under this Section;
  - (ii) inherent or latent defect, gradual deterioration, **Wear and Tear**, its own faulty or defective design or materials;
  - (iii) faulty or defective workmanship operational error or omission on the part of the **Insured** or that of any of the **Insured's Employees**;
  - (iv) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects;
  - (v) change in temperature colour flavour texture or finish;
  - (vi) joint leakage, failure of welds, cracking, fracturing, collapse, or overheating of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection therewith;
  - (vii) mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not exclude loss of or **Damage** to surrounding property not forming part of the same machine apparatus or equipment;
  - (viii) electrical or magnetic disturbance or erasure of electronic recordings;
  - (ix) **Pollution** of any kind even where such **Pollution** arises from accidental physical **Damage** of some other kind (the reimbursement granted within Basis of Cover – Specified Perils Exclusion (iv) shall not apply to this Specified Peril);
  - (x) **Settlement** shrinkage or expansion of foundations walls floors ceilings or roof;
  - (xi) **Settlement** or bedding down of new structures or extensions;
  - (xii) **Subsidence, Heave or Landslip**;
  - (xiii) theft or attempted theft;
  - (xiv) acts of fraud or dishonesty;
  - (xv) unexplained disappearance, unexplained shortage, inventory shortage, misfiling, or misplacing of information;
  - (xvi) the **Insured** voluntarily parting with title or possession of any property or rights to property;
  - (xvii) confiscation, requisition, seizure, or destruction by order of the Government or any public authority;
  - (xviii) cessation of work;
  - (xix) the solidification of molten material (unless such **Damage** is directly caused by any other Specified Peril insured)
  - (xx) delay, loss of market, loss of use, or subsequent loss or **Damage** of any kind, except loss of rent when such loss is included in the cover by this Section.



- (b) loss of or **Damage** to:
  - (i) **Buildings** or structures caused by their own collapse or cracking unless resulting from any other Specified Peril not otherwise excluded;
  - (ii) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
  - (iii) property in the open or in transit by air or sea or inland waterway or road;
  - (iv) vehicles licensed or intended to be licensed for road use (including accessories thereon) caravans trailers watercraft or aircraft;
  - (v) livestock growing crops or trees;
  - (vi) jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art;
  - (vii) fixed glass.
- (c) **Damage** resulting from undergoing:
  - (i) any process of production;
  - (ii) any process of packaging, treatment, testing, commissioning, cleaning, servicing, repair, or any other process;but this shall not exclude loss of or **Damage** to surrounding property not forming part of:
  - (1) the same machine;
  - (2) the same process of production;
  - (3) the same process of packaging, treatment, testing, commissioning, cleaning, servicing, repair or any other process.
- (d) any cause of such **Damage** excluded by any other Specified Peril whether insured or not as if such exclusion had been incorporated within this Section.

**15 Subsidence or Heave** of any part of the site on which the **Premises** stands or **Landslip**.

This Peril does not cover **Damage**:

- (a) to yards, car parks, roads, pavements, swimming pools, walls, gates and fences;
- (b) caused by or consisting of:
  - (i) **Settlement** or bedding down of structures which are less than twelve (12) months old since completion;
  - (ii) **Settlement** or movement of made-up ground which is less than twelve (12) months old since completion;
  - (iii) coastal or riverbank erosion;
  - (iv) defective design or workmanship or the use of defective materials;
  - (v) subterranean fire, explosion, earthquake, or the escape of water from any tank apparatus or pipe;
- (c) which originated prior to the inception of this policy;
- (d) resulting from:
  - (i) demolition, construction, structural alteration, or repair of any property
  - (ii) groundworks or excavation at the same **Premises**.



### Special Condition to Peril 15 – Subsidence

Insofar as this policy relates to **Damage** caused by **Subsidence**, **Heave** or **Landslip** not otherwise excluded above the **Insured** must as soon as practicably possible notify the **Insurer** if they become aware of any demolition groundworks excavation or construction being carried out on any adjoining site.

The **Insurer** shall then have the right to vary the terms or cancel the cover, in accordance with the Cancellation and Cooling Off provisions, afforded by this Peril.

**Damage** caused by or consisting of any of the Perils listed above in any combination shall be understood as included within the Basis of Cover – Specified Perils provided that:

- (a) the Peril is stated as “Operative” in the **Schedule**;
- (b) at least one of the Perils named is the immediate and nearest cause of **Damage** to covered property;
- (c) where one of the Perils covered is the first cause of a train of events following on directly and inevitably from one another without the intervention of any new independent cause, then that Peril will be understood to have been the immediate and nearest cause of the **Damage**;
- (d) where one of the Perils covered is only a contributory cause in a train of events, then only the **Damage** immediately caused by that Peril is insured under this Section;
- (e) emergency action by anyone taken in good faith to prevent or minimise the effects of an event of **Damage** which is imminent or in the process of happening is not considered to be a new independent cause, whether or not it is successful in its intent and whether it alleviates or exacerbates the **Damage**.

### Basis of Cover – Specified Perils Exclusions

Basis of Cover – Specified Perils does not cover the **Insured** for any **Claims** arising out of or relating to:

- (i) delay, loss of market, loss of use, or subsequent loss or **Damage** of any kind but this shall not exclude loss of rent when such loss is included in the cover by this Section.
- (ii) **Damage** occasioned by riot or civil commotion but this shall not exclude such **Damage** when Specified Peril 4 – Riot, Civil Commotion Strikers Locked-out Workers is insured by this Section.
- (iii) property which at the time of the **Damage** occurring is insured by or would but for the existence of this Section be insured by any marine policy or policies, but this shall not exclude any amount in excess of that recoverable under such more specific insurance which would have been payable under the marine policy or policies had this Section not been effected.
- (iv) **Damage** caused by **Pollution** but this shall not exclude **Damage** caused by:
  - (1) **Pollution** which itself results from a Specified Peril insured under this Section;
  - (2) a Specified Peril insured under this Section which itself results from **Pollution** unless otherwise excluded.
- (v) any property more specifically insured by the **Insured** or on the **Insured's** behalf.
- (vi) loss of or **Damage** to working dynamos motors wires main or electrical apparatus through short circuiting overrunning or excessive pressure.
- (vii) loss of or **Damage** to motor vehicles or their contents more specifically insured but this shall not exclude any amount in excess of that recoverable under such more specific insurance;
- (viii) **Damage** caused by or consisting of fungal pathogens or bacteria. For the purposes of this exclusion “fungal pathogens” shall mean any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols;





- (ix) **Damage** caused deliberately or accidentally by:
  - (1) the use of or inability to use any **Computer System**;
  - (2) any **Computer Virus**; or
  - (3) any computer related hoax relating to (1) and/or (2) above.
- (x) loss of or **Damage** to any **Electronic Data** wherever it is stored.
- (xi)
  - (1) any flat or felt roof unless such roof is inspected once every twelve (12) months in the months of July to September by a roofing contractor who is a member of the National Federation of Roofing Contractors or similar professional association. Evidence of such inspection and any resulting completed remedial work shall be provided to the **Insurer** if requested;
  - (2) any flat or felt roof guttering unless such guttering is checked for blockages and defects by a competent person at six (6) monthly intervals and any remedial action required is implemented as soon as practicably possible.

The **Excess** in respect of **Damage** attributable to storm shall be as stated in the **Schedule**, subject to a minimum of GBP 1,000 each and every **Claim** on that portion of any **Building** or **Outbuilding** with a flat or felt roof.

#### 5.4 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

##### 5.4.1 Annexes

Except where specifically insured the **Buildings** and/or **Contents** of

- (a) annexes conveniences and external hoists gangways and staircases;
- (b) extensions communicating with any of the **Buildings**;
- (c) within described **Outbuildings**;

are insured under the respective items applying to the **Buildings** and/or **Contents** to which such property is attached or belongs.

##### 5.4.2 Architects' Surveyors' Legal and Other Professional Fees

The insurance by each item on **Buildings** and **Contents** includes an amount in respect of Architects' Surveyors' Legal and Other Professional Fees incurred in the reinstatement of the property insured consequent upon loss of or **Damage** thereto but not for preparing any **Claim** it being understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such **Damage** and that the liability for such **Damage** and fees shall not exceed in the aggregate the Sum Insured by each such item.

##### 5.4.3 Automatic Reinstatement

In the absence of written notice by the **Insured** to the contrary the Sum Insured by this Section shall not be reduced by the amount of loss and in return the **Insured** undertakes to pay the appropriate extra premium at a rate to be agreed on the amount of the loss from the date thereof.

##### 5.4.4 Capital Additions

The insurance by each item on **Buildings** extends to include

- (a) alterations additions and/or improvements to the Property Insured (but no appreciation in value thereof);
- (b) newly acquired and/or newly occupied property provided they are not otherwise insured anywhere in the **United Kingdom**.



Provided that:

- (i) at any one **Premises** this cover shall not exceed five per cent (5%) of the Sum Insured under the relevant item or GBP250,000 in the aggregate whichever is the lesser amount;
- (ii) the **Insured** shall advise the **Insurer**:
  - (1) every three (3) months in respect of any such alterations additions and improvements;
  - (2) as soon as practicable and in any event within three (3) months of any such newly acquired and/or newly occupied property.

The **Insured** will pay the appropriate additional premium required from inception of such additional cover and amounts so declared shall be added by **Endorsement** to the Sum Insured by the relative item whereupon these provisions shall be fully reinstated.

#### 5.4.5 **Closed Circuit Television**

This Section extends to include **Damage** to closed circuit television systems up to an amount of GBP 500 any one **Occurrence**.

#### 5.4.6 **Debris Removal**

It is understood that the insurance by all items of this Section extends to include costs and expenses necessarily incurred by the Insured with the consent of the **Insurer** in:

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the Property Insured by the said items following **Damage**.

The **Insurer's** liability under this Extension and the Section in respect of any item shall in no case exceed the Sum Insured thereby.

The **Insurer** will not reimburse the **Insured** for any costs or expenses

- (i) incurred in removing debris except from the **Premises** where **Damage** occurred and the area as soon as practicably possible adjacent thereto
- (ii) arising from **Pollution** of property not insured by this Section.

#### 5.4.7 **Designation**

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

#### 5.4.8 **Drain Clearance**

The insurance by each item on **Buildings** and/or **Contents** extends to include costs and expenses necessarily incurred in cleaning drains sewers and gutters the property of the **Insured** or for which the **Insured** are responsible following **Damage**.

#### 5.4.9 **Garden and Grounds**

This Section extends to include:

- (a) **Damage to Gardening Equipment**

**Damage** to gardening equipment the property of the **Insured** or for which they are responsible and used in connection with the **Business** at the **Premises** up to an amount of GBP 10,000 any one **Occurrence**.



(b) **Damage to Grounds**

**Damage** to gardens and grounds at the **Premises** up to an amount of GBP 25,000 any one **Occurrence** and in the aggregate during the **Period of Insurance**.

The **Insurer** will not pay the **Insured** for:

- (i) the cost of moving soil other than as necessary for surface preparation;
- (ii) the failure of trees, shrubs, plants or turf to become established;
- (iii) the failure of seeds to germinate; or
- (iv) **Damage** caused by disease, infection or application of chemicals.

(c) **Damage to Landscaped Gardens**

**Damage** to landscaped gardens by the emergency services in attending the **Premises** due to **Damage** insured by this policy up to an amount of GBP 5,000 any one **Occurrence** and in the aggregate during the **Period of Insurance**.

(d) **Tree Felling or Lopping**

the cost of felling or lopping trees at the **Premises** which are an immediate threat to the safety of life or property as a result of **Damage** up to an amount of GBP 2,500 any one **Occurrence** and in the aggregate during the **Period of Insurance**.

5.4.10 **Loss of Metered Water Charges**

This Section extends to include cover for additional metered water charges incurred by the **Insured**, up to an amount of GBP10,000 any one **Occurrence** and in the aggregate, following **Damage** at the **Premises** during the **Period of Insurance**. The **Insurer** will not be liable for any such charges incurred by the **Insured** in respect of any **Unoccupied Building**.

The basis upon which the amount payable is to be calculated will be the amount of the water charges for the period during which the **Damage** occurs less the charge made to the **Insured** for the corresponding period in the preceding year adjusted for changes in the water suppliers' charges and for variations affecting the water consumption of the **Insured** during the intervening period.

5.4.11 **Mortgagees Freeholders and Lessors**

Mortgagees freeholders and lessors shall not be prejudiced by any increase in the risk of **Damage** resulting from any act of negligence of any mortgagor leaseholder lessee or occupier of any **Buildings** insured by this Section provided such increase in risk is without their prior knowledge or authority and that the **Insurer** are notified as soon as practicably possible after they become aware of such increase in risk.

5.4.12 **Nest Removal**

This Section extends to include the cost of removing wasps or bees nests from the **Premises** up to an amount of GBP 500 any one **Occurrence**.

5.4.13 **Non-Invalidation**

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to or beyond the control of the **Insured** provided that the **Insured** as soon as practicably possible they become aware thereof shall give notice to the **Insurer** and pay an additional premium if required.



#### 5.4.14 **Other Interests**

The interest of any party supplying property to the **Insured** under a hiring leasing or similar agreement is noted under this Section provided that the nature and extent of such interest is disclosed to the **Insurer** in the event of **Damage**.

#### 5.4.15 **Public Authorities Clause**

The insurance by each item on **Buildings** and **Contents** extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of

- (a) European Union legislation, or
- (b) building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority

(hereinafter referred to as the Stipulations) in respect of the destroyed or **Damaged** property thereby insured excluding

- (i) the cost incurred in complying with the Stipulations:
  - (1) in respect of **Damage** occurring prior to the granting of this Section Extension;
  - (2) in respect of **Damage** not insured by this Section;
  - (3) under which notice has been served upon the **Insured** prior to the happening of the **Damage**;
  - (4) for which there is an existing requirement which has to be implemented within a given period;
  - (5) in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the property destroyed or **Damaged**.
- (ii) the additional cost that would have been required to make good the property destroyed or **Damaged** to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- (iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Provided that

- (1) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve (12) months after the **Damage** or within such further time as the **Insurer** may allow (during the said twelve (12) months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the **Insurer's** liability under this Section Extension not being thereby increased.
- (2) if the **Insurer's** liability under any item of this Section apart from this Section Extension shall be reduced by the application of any of the terms and conditions of this Section then the Insurer's **liability** under this Section Extension in respect of any such item shall be reduced in like proportion
- (3) the total amount recoverable under any item of this Section under this Section Extension shall not exceed in respect of European Union legislation:
  - (a) 15% of its Sum Insured; or



- (b) where the Sum Insured by the item applies to property at more than one **Premises** 15% of the total amount for which the **Insurer** would have been liable had the Property Insured by the item at the **Premises** where **Damage** has occurred been wholly destroyed
- (4) in respect of building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any Public Authority its Sum Insured.

#### 5.4.16 **Rent**

The insurance on Rent applies only if any of the said **Buildings** or any part thereof is unfit for occupation in consequence of **Damage** thereto and then the amount payable shall not exceed such proportion of the Sum Insured on Rent as the period necessary for reinstatement bears to the term of Rent insured.

#### 5.4.17 **Replacement Locks**

If any of the keys of the **Premises** are stolen from the **Insured** or any of the **Insured's** partners directors or **Employees** and not recovered within seven (7) days the **Insurer** will pay for the replacement of the locks at the **Premises** to a standard equal to but not better than their original standard provided the **Insurer** is notified of the loss within seven (7) days of the **Occurrence**. The **Insurer's** liability under this Section Extension is limited to GBP1,000 in respect of any one **Occurrence**.

#### 5.4.18 **Services**

The insurance by each item on **Buildings** and **Contents** extends to include telephone gas water and electric instruments meters piping cabling and the like and the accessories thereof including similar property in adjoining yards or roadways or underground of the **Insured's** property or for which the **Insured** is responsible.

#### 5.4.19 **Subrogation Waiver**

The **Insurer** agrees to waive any rights remedies or relief to which the **Insurer** might become entitled against any parent or subsidiary company of the **Insurer** or any fellow subsidiary where the **Insured** is also a subsidiary as defined by current legislation.

#### 5.4.20 **Temporary Removal – Documents**

The insurance of deeds and other documents (including stamps) manuscripts plans and writings of every description and books (written and printed) extends to cover such property for an amount not exceeding ten per cent (10%) of the value whilst temporarily removed to any **Premises**, not in the **Insured's** occupation, and in transit thereto and therefrom all in the **United Kingdom**.

This Extension does not apply to:

- (a) computer systems' records; or
- (b) property insofar as it is otherwise insured.

#### 5.4.21 **Temporary Removal – General**

The Property Insured by this Section is covered whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit thereto and therefrom all in the **United Kingdom**.

The **Insurer's** liability under this Extension in respect of each item of the Section for any **Damage** occurring elsewhere than at the **Premises** shall not exceed ten per cent (10%) of the Sum Insured by the item.

This Extension does not apply to property insofar as it is otherwise insured nor as regards losses occurring elsewhere than at the **Premises** from which the property is temporarily removed to.

This Extension does not apply to:

- (a) motor vehicles and motor chassis licensed for normal road use; or



- (b) property held by the **Insured** in trust other than **Contents**.

#### 5.4.22 **Trace and Access**

In the event of **Damage** in consequence of escape of water or fuel oil from any tank, apparatus or pipe, the **Insurer** will pay costs necessarily incurred by the **Insured** in locating the source of such **Damage**, and in the subsequent making good of **Damage** caused as a consequence of locating such source, up to an amount of GBP10,000 any one **Claim** and during the **Period of Insurance**.

#### 5.4.23 **Transfer of Interest**

If, at the time of **Damage**, the **Insured** has exchanged contracts to sell an insured Building or Outbuilding but has not yet completed, the cover provided by this Section will continue until the time of completion for the benefit of the purchaser. Provided always that the purchaser shall fully observe and comply with all the terms of the policy.

This extension shall not apply if at the time of the **Damage** any other insurance was in force covering that **Damage**.

#### 5.4.24 **Unauthorised Occupation**

If unauthorised persons take possession, keep possession or occupy the **Premises**, this Section will extend to include the costs and expenses incurred by the **Insured** with the prior written consent of the **Insurer** for:

- (a) terminating such unauthorised use; and
- (b) metered, electricity, gas or water arising from such unauthorised use;

up to an amount of GBP 5,000 any one **Occurrence** and GBP 25,000 in the aggregate during the **Period of Insurance**.

#### 5.4.25 **Workmen**

Workmen are allowed in or about any of the **Premises** for the purpose of carrying out minor alterations repairs decorations and maintenance without prejudice to this insurance.

### 5.5 **Conditions**

#### 5.5.1 **Claim Notification**

The **Insurer** shall be entitled to refuse to pay, or reduce the amount they pay, for any **Claim** under this Section if, in the event of **Damage** the **Insured** does not:

- (a) notify the **Insurer** as soon as practicably possible;
- (b) notify the police authority as soon as practicably possible after it becomes evident that any **Damage** has been caused by malicious persons;
- (c) notify the police authority as soon as practicably possible and take all practical steps to discover any guilty person and to trace and recover the property insured as a result of theft;
- (d) carry out and permit to be taken any action to prevent further **Damage**;
- (e) deliver to the **Insurer** at the **Insured's** own expense as soon as practicably possible after such **Damage** (or within seven (7) days in the case of **Damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons):
  - (i) full information of the property damaged and of the amount of **Damage**;
  - (ii) details of any other insurances applicable to the **Damage** being claimed for, whether the **Insured** intends to make a **Claim** against such insurances or not and whether such insurances are valid and collectible or not;



- (iii) any other proofs and information relating to the loss as the **Insurer** may require.

#### 5.5.2 **Claims – Contribution**

If at the time of any **Damage** there is any other insurance effected by the **Insured** or on the **Insured's** behalf covering any of the property lost or **Damaged** the **Insurer's** liability shall be limited to its rateable proportion of such **Damage**.

If any such other insurance shall be subject to any underinsurance condition this Section if not already subject to any such condition of underinsurance shall be subject to underinsurance in like manner.

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

#### 5.5.3 **Claims – Reinstatement**

If any property is to be reinstated or replaced by the **Insurer** the **Insured** shall at their own expense provide all such plans documents books and information as may be required. The **Insurer** shall not be bound to reinstate exactly but only as circumstances permit and shall not in any case be bound to expend in respect of any one of the items insured more than its Sum Insured.

#### 5.5.4 **Claims – Rights of the Insurer**

On the happening of **Damage** in respect of which a **Claim** is made the **Insurer** and any person authorised by the **Insurer** may without incurring any liability or diminishing any of the **Insurer's** rights under this Section enter take or keep possession of the **Premises** where such **Damage** has occurred and take possession of or require to be delivered to the **Insurer** any property insured and deal with such property for all reasonable purposes and in any reasonable manner. No **Claim** under this Section shall be payable unless the terms of this Section Condition have been complied with. No property may be abandoned to the **Insurer** whether taken possession of by the **Insurer** or not.

#### 5.5.5 **Claims – Underinsurance**

Each of the Sums Insured by this Section (except where marked "X" on the **Schedule**) is declared to be separately subject to underinsurance.

Whenever a Sum Insured is declared to be subject to underinsurance if such sum shall at the commencement of any **Damage** be less than the value of the property covered within such Sum Insured the amount payable by the **Insurer** in respect of such **Damage** shall be proportionately reduced.

#### 5.5.6 **Electrical Inspection**

The **Insurer** shall be entitled to refuse to pay any **Claim** under this Section in its entirety if the **Insured** does not ensure that:

- (a) the electrical system at the **Premises** (or **Insured's** portion of the **Premises**) is inspected and tested, in accordance with current IET Regulations for electrical installations, by a qualified electrical contractor who is a member of the National Inspection Council for Electrical Installation Contracting (NICEIC) or the Electrical Contractors Association (ECA) and an Electrical Installation Condition Report is issued following each such inspection; the electrical system must be covered by a current Condition Report which is no more than five (5) years old;
- (b) any work specified on such Condition Report to ensure the electrical installation meets IET Regulations shall be carried out within sixty (60) days of the inspection. Remedial Works designated C1 and C2 must be rectified by a qualified electrical contractor within sixty (60) days.



#### 5.5.7 **Equipment Inspection**

Any vessel, machinery or apparatus which is required to be inspected periodically by an engineer qualified for the purpose in order to comply with any statutory regulation or by-law shall be the subject of an insurance or other contract providing the required inspection service.

#### 5.5.8 **Notices**

Notice is to be given to the **Insurer** when any **Building** or part thereof becomes **Unoccupied** or when an **Unoccupied Building** or part thereof is again occupied and a suitable additional premium paid if required.

#### 5.5.9 **Protection, Preservation and Security of Property**

The following provisions apply where the **Insured** retains responsibility for such protections under a tenancy agreement or when the **Buildings** or part thereof becomes **Unoccupied**.

##### (a) **Fire – Fire Break Doors and Shutters**

The **Insured** must ensure that all fire break doors and shutters are kept closed except during working hours and are maintained in a good, proper and workmanlike manner.

##### (b) **Fire – Fire Alarm**

The **Insured** must, in respect of any automatic fire alarm, undertake to:

- (i) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed;
- (ii) carry out the maintenance procedures specified by the manufacturers of the equipment;
- (iii) notify the **Insurer** as soon as practicably possible of any disconnection or failure of the automatic fire alarm likely to leave any area unprotected for twelve (12) hours or more; and
- (iv) record details of all events such as alarm faults tests maintenance and disconnections and keep such details available for examination by the **Insurer's** representatives.

##### (c) **Fire – Automatic Sprinkler Installation**

The **Insured** must, in respect of any automatic sprinkler installation, undertake to:

- (i) make a test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit (except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted (for example a ring circuit)) and keep a record of such test for inspection by the Insurer or their representatives;
- (ii) make a test at least once a week for the purpose of ascertaining the condition of:
  - (1) the connection with the public fire station central fire alarm depot or public fire brigade control (unless the fire brigade have given a written undertaking to carry out this test);
  - (2) the relevant batteries;

and keep a record of such test for inspection by the Insurer or their representatives

Where the circuit concerned is not continuously monitored test (1) must be made every working day;





- (iii) have a contract with approved installing engineers providing for the maintenance of and half yearly inspection of the installation(s) and to obtain from them following each inspection certification that they are in satisfactory working order and keep a record of such test for inspection by the Insurer or their representatives;
- (iv) make a test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valves controlling the individual water supplies and the installation(s) are fully open and keep a record of such test for inspection by the **Insurer** or their representatives;
- (v) make tests each week for the purpose of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and record the completion of these tests and keep a record of such test for inspection by the Insurer or their representatives
- (vi) make quarterly or half-yearly tests if required by the Insurer to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test for inspection by the Insurer or their representatives
- (vii) remedy promptly any defect disclosed by such tests or otherwise.

Notice must be given to the **Insurer** before any installation is rendered inoperative or immediately in the event of emergency.

The **Insurer** shall have access to the **Premises** at all reasonable times for the purpose of inspecting the sprinkler installation(s).

(d) **Fire – Fire Extinguishing Appliances**

The **Insured** must ensure that all fire extinguishing appliances are inspected every twelve (12) months by a competent fire extinguisher engineer and remedy promptly any defect disclosed by any such inspection or otherwise.

The **Insured** must keep a record of the inspection, servicing and maintenance of all fire extinguishing appliances and shall be provided to the **Insurer** if requested.

This Section shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the **Insured**.

(e) **Fire – Smoking Prohibited**

The **Insured** must ensure that the smoking of cigarettes, cigars or tobacco in the **Premises** (or **Insured's** portion of the **Premises**) is strictly prohibited and that notices to this effect are prominently displayed.

(f) **Security – Intruder Alarm**

The **Insured** must ensure that:

- (i) when outside working hours the **Premises** are protected by an **Intruder Alarm**:
  - (1) the specification of which has been agreed by the **Insurer**; and
  - (2) which shall be set in its entirety.
- (ii) in respect of such **Intruder Alarm**:
  - (1) a contract with a company that is a member of the National Security Inspectorate (NSI) to maintain the **Intruder Alarm** in proper working order is kept in force during the **Period of Insurance**;



- (2) a copy of the maintenance contract, and any subsequent alteration to it, is lodged with the **Insurer**;
- (3) the **Insurer's** written permission is obtained before any alteration is agreed to:
  - (a) the maintenance company's emergency service facility; or
  - (b) any part of the **Intruder Alarm**.
- (iii) if the Police give warning of the withdrawal of their services in relation to the **Intruder Alarm**, the **Insured** shall notify the **Insurer** as soon as practicably possible.
- (iv) if any defect in the **Intruder Alarm** is discovered or the Police have withdrawn their services the **Insured** shall:
  - (1) notify the **Insurer** as soon as practicably possible; and
  - (2) not leave the **Premises** unattended without the prior written consent of the **Insurer**; and
  - (3) put into effect such additional temporary precautions and safeguards as the **Insurer** may require; and
  - (4) notify the maintenance company as soon as practicably possible and give instruction for the necessary repairs to be carried out.

(g) **General**

The **Insured** must use the utmost diligence and take all practical steps to protect, recover and save property insured and minimise any actual or potential **Damage** when property has sustained or is in imminent danger of sustaining **Damage**.

This Section also includes the costs incurred to temporarily protect or preserve property due to actual or to prevent imminent **Damage** but not exceeding the amount by which a loss under this Section is reduced by reason of such preventative or protective action. Such costs are subject to the **Excess** that would have applied had the **Damage** occurred.

The **Insured** must at all times maintain all property in a good, proper and workmanlike manner and ensure that all protection and security systems that have been advised to the **Insurer**, as well as all other protection and security systems, are in force at all times.

The **Insurer** shall have no liability under this Section, if the **Insured** fails to comply with any of the above provision, unless the **Insured** shows that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

5.5.10 **Weakening of Support**

The **Insured** must as soon as practicably possible notify the **Insurer** if they become aware of any demolition, groundwork, excavation or construction being carried out on any adjoining site.

The **Insurer** shall have no liability under this Section, if the **Insured** fails to comply with this provision, unless the **Insured** shows that non-compliance with this provision could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



## 6. Business Interruption Section

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### 6.1 Operative Clause

This Section covers the **Insured's** loss, as described and in the manner set out in the Loss of Gross Rentals Business Interruption Specifications, resulting from interruption of or interference with the **Business** in the **United Kingdom** in consequence of:

- (a) **Damage** to certain property occurring during the **Period of Insurance** within the **United Kingdom** as stated in the **Schedule** caused by any event which gives rise to a payment by the **Insurer** under the Material Damage Section or under any extension of that Section; or
- (b) other events as set out in the Loss of Gross Rentals Business Interruption Specification or under any extension of this Section;

and all subject to all the terms, conditions and exclusions of this Section and of the policy as a whole.

This Section does not cover the loss of actual value of tangible property which has sustained **Damage**.

If the only reason **Damage** is not covered by this policy or by the other insurance, as the case may be, is because of a deductible or excess provision, then this Section will apply, subject to all its terms, conditions and exclusions, to the loss arising as a consequence of such **Damage**.

In no case will the **Insurer** pay for such loss over a longer period than it would take, with the exercise of due diligence and dispatch, for the **Business** to be restored to the condition that would have existed had no loss occurred.

The amounts insured in respect of the Loss of Gross Rentals Business Interruption Specification are as specified in the Schedule of Values and are in addition to the Sums Insured or Limits of Liability under any other Section of this policy, unless stated otherwise in the policy or in any **Endorsement**.

### 6.2 Loss of Gross Rentals Specification

#### 6.2.1 Cover

This Specification covers the **Insured's** loss of Gross Rentals due to:

- (a) loss of **Rent Receivable**;
- (b) increase in cost of working; and
- (c) re-letting costs.

The amount payable under this Specification shall be:

- (i) in respect of loss of **Rent Receivable**, the amount by which the **Rent Receivable** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the **Standard Rent Receivable**;
- (ii) in respect of increase in cost of working, the additional expenditure incurred for the sole purpose of avoiding or diminishing the reduction in **Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of reduction thereby avoided;
- (iii) in respect of re-letting costs, the costs incurred during the **Indemnity Period** in re-letting the **Premises**, including legal fees in connection with the re-letting, but excluding any legal fees or other charges associated with re-letting which are payable by the tenant under the new lease agreement, solely in consequence of the **Damage**.

subject to the amount payable not exceeding the Sum Insured stated in the **Schedule**.



### 6.2.2 Conditions

- (a) If during the **Indemnity Period**, accommodation is provided or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by the **Insured** or by others on their behalf, the money paid or payable in respect of such accommodation or services shall be taken into account in assessing the Gross Rentals during the **Indemnity Period**.
- (b) This Specification is subject to the condition of underinsurance, that is to say, if the Estimated Annual Gross Rentals for the Period stated in the **Schedule**, when estimated immediately prior to the date of loss without taking the loss into account, is greater than the estimate stated in the **Schedule**, then a percentage contribution shall be applied, being the percentage the excess amount bears to the estimate immediately prior to the date of loss. This percentage contribution shall be applied to the amount of the **Insured's** loss of Gross Rentals after the application of any excess and borne by the **Insured** and the Sum Insured shall be reduced by the same proportion.

### 6.3 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

#### 6.3.1 Book Debts

This Section extends to cover the **Insured** for sums due to the **Insured** from any **Tenant** where the **Insured** is unable to collect them as the direct result of **Damage** to records of outstanding debit balances.

This extension also provides cover for collection expenses in excess of normal collection costs as a result of the **Damage** as well as interest charges at ruling bank rates on any loan to offset impaired collections pending either, (as the case may be):

- (a) repayment by the debtor of outstanding debit balances whose collection has been delayed by such **Damage**; or
- (b) payment of the loss by the **Insurer**.

Where the **Insured** cannot accurately establish the total amount of debit balances outstanding as of the date of loss, such amount shall be computed as follows:

- (i) determine the amount of all outstanding debit balances at the end of the same fiscal month on the year immediately preceding the year in which the loss occurs;
- (ii) calculate the percentage of increase or decrease in the average monthly total of debit balances for the twelve (12) months immediately preceding the month in which the loss occurs, as compared with such average for the same months of the preceding year;
- (iii) the amount of all outstanding debit balances at the end of the same fiscal month on the year immediately preceding the year in which the loss occurs, increased or decreased by the percentage of increase or decrease in the average monthly total of debit balances for the twelve (12) months immediately preceding the month in which the loss occurs, as compared with such average for the same months of the preceding year, shall be the agreed total amount of debit balances as of the last day of the fiscal month in which said loss occurs;
- (iv) the amount determined under the foregoing paragraph, shall be increased or decreased in conformity with the normal fluctuations in the amount of debit balances during the fiscal month involved, due consideration being given to the experience of the **Business** since the last day of the last fiscal month for which statement has been rendered.



There shall be deducted from the total amount of debit balances, however established, the amounts of such accounts evidenced by records not lost, destroyed or damaged or otherwise established or collected by the **Insured** and an amount to allow for probable bad debts which would normally have been uncollectible by the **Insured**. All unearned interest and service charges shall be deducted.

The **Insurer's** liability under this extension shall not exceed ten per cent (10%) of the Sum Insured or GBP 50,000, whichever is the lesser amount, and is the total amount payable in respect of all outstanding debit balances combined per **Occurrence**.

#### 6.3.2 **Public Utilities**

This Section extends to cover the **Insured** for loss resulting from interruption of or interference with the **Business** in consequence of lack of or failure in incoming electricity, gas or water and which would be insured under any of the other Business Interruption Specifications were it not solely for the fact that the service failure arose from **Damage** at a premises not covered by this policy.

This extension is limited to those supply premises where the service originates from within the **United Kingdom** and does not apply to loss arising from **Damage** to lines, pipes and cables between the terminal point of the **Insured's Premises** and the originating premises of the supplier or to transmission, relay or routing equipment or the like, whether on land, in the sea, air or in space.

The **Insurer** will not be liable if the partial or total interruption of the service lasts less than 72 hours but if it lasts more than 72 hours then the 72 hours will not be deducted from the loss.

This extension excludes failure or termination of services caused by:

- (a) the deliberate act of any supply undertaking or by the exercise of any such undertaking of its power to withhold or restrict supply or services not performed for the sole purpose of safeguarding life or protecting the supply undertaking's system;
- (b) strikes, other labour or trade disputes; or
- (c) drought, other atmospheric or weather conditions unless the failure or termination of the service is due to physical damage to equipment caused by such conditions.

The **Insured** must notify the service provider as soon as practicably possible in the event of a failure or partial failure of the service and comply with all the terms and conditions of the service contract, whether express or implied, at all times.

The **Insurer's** liability under this extension shall not exceed ten per cent (10%) of the Sum Insured or GBP 100,000, whichever is the lesser amount, in the aggregate in any one **Period of Insurance**.

The maximum number of days the **Insurer** will pay for will begin at the date of the **Damage** and end not later than ninety (90) days after the date of the **Damage**.

#### 6.3.3 **Auditors Charges**

This Section extends to cover the **Insured** for the charges payable by them to their auditors or professional accountants for producing and certifying any particulars or details contained in the **Insured's** books of account or other **Business** books or documents or such other proofs, information or evidence as may be required by the **Insurer** in connection with a **Claim** under any of the other Business Interruption Specifications of this Section.

The amount the **Insurer** will pay in respect of this extension is included in the sums insured in respect of the Loss of Gross Rentals Business Interruption Specification.



## 6.4 Conditions

### 6.4.1 Adjustments

In respect of the **Standard Rent Receivable** adjustments shall be made to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage**, or other event as set out in the Loss of Gross Rentals Business Interruption Specification or under any extension of this Section, so that the figures thus adjusted shall represent as nearly as may be practicable the results which but for the **Damage**, or other event, would have been obtained during the relative period after the **Damage** or other event.

### 6.4.2 Alterations

If during the **Period of Insurance** any alteration is made either in the business or in the **Premises** where the **Insured** conducts the **Business** or in property used in the **Business** and the risk of **Damage** is increased then it must be acknowledged by a properly signed **Endorsement** to the policy. If it is not, then the following restrictions will apply.

- (a) If the alteration increased the likelihood of **Damage** happening and loss resulted from that alteration which falls under this Section, then no cover will be given under this Section in respect of such loss.
- (b) If the alteration did not increase the likelihood of **Damage** happening but increased the likelihood of a greater loss under this Section following any **Damage** than would otherwise have been incurred, then the liability under this extension will be reduced to what it would have been if the alteration had not been made.

### 6.4.3 Claim Notification

In the event of **Damage** in consequence of which a **Claim** is or may be made under this Section, the **Insured** shall:

- (a) notify the **Insurer** as soon as practicably possible after the **Damage**;
- (b) deliver to the **Insurer** at their own expense within seven (7) days of its happening full details of **Damage** caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons;
- (c) carry out and permit to be taken any action which may be practical to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss;
- (d) deliver to the **Insurer** as soon as practicably possible after the loss details of **Damage** to records of outstanding debit balances owed to the **Insured** by the **Insured's** customers.

The **Insurer** shall be entitled to refuse to pay, or reduce the amount they pay, for any **Claim** under this Section if such notice is not received.

In the event of a **Claim** being made under this Section, the **Insured**, at their own expense, shall:

- (i) not later than thirty (30) days after the expiry of the **Indemnity Period** or within such further time as the **Insurer** may allow, deliver to the **Insurer** particulars of their **Claim**, together with details of all other insurances covering property used by the **Insured** at the **Premises** for the purpose of the **Business** or any part of it or any resulting loss;
- (ii) deliver to the **Insurer** such books of account and other **Business** books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may be required by the **Insurer** for the purpose of investigating or verifying the **Claim**.



#### 6.4.4 **Contribution**

If at the time of a **Claim** there is any other insurance effected by or on behalf of the **Insured** covering the same risk or part thereof, the **Insurer** shall not be liable for more than their rateable proportion thereof.

#### 6.4.5 **Diligence**

The **Insurer** shall be entitled to refuse to pay any **Claim** under this policy in its entirety if the **Insured** fails to do everything practical and in a positive and diligent manner to minimise any interruption of or interference with the **Business** and to avoid or diminish the loss.

#### 6.4.6 **Winding Up**

This Section will automatically come to an end if the **Business** gets wound up or carried on by an administrator, liquidator or receiver or is permanently discontinued or the **Insured** enters into a scheme of arrangement with creditors or if the **Insured's** interest ceases except by death.



## 7. Liability Section

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### 7.1 Section Extensions

All the Liability Sub-Sections are subject to the following extensions except where stated below.

#### 7.1.1 Court Attendance Costs

The **Insurer** will reimburse the **Insured's** loss by paying a daily amount as stated below for each day on which attendance is required in the event of any director, partner or **Employee** attending court as a witness at the request of the **Insurer** in connection with a **Claim** which is covered under this policy:

GBP 250 per day for each day attendance is required for any director or partner of the **Insured**; and

GBP 100 per day for each day attendance is required for any **Employee** who is not a director or partner.

(a)

#### 7.1.2 Criminal Proceedings Legal Defence Costs

(b)

The **Insurer** will cover the **Insured** and, at the request of the **Insured**, any director or partner or **Employee** in respect of legal costs and expenses incurred with the **Insurer's** prior written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of:

- (a) a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, or any similar **United Kingdom** Health and Safety legislation and regulation; or
- (b) an alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent amending legislation.

Provided that

- (i) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.
- (ii) the cover will not apply:
  - (1) to fines or penalties of any kind;
  - (2) to liability assumed under a contract or agreement which would not have attached in the absence of such contract or agreement;
  - (3) to proceedings consequent upon any deliberate act or omission.

The **Insurer's** liability under this extension shall be limited to GBP 1,000,000 in the aggregate in any one **Period of Insurance**. This limit will form part of and not be in addition to the relevant Limit of Liability stated in the **Schedule**.

### 7.2 Section Exclusions

All the Liability Sub-Sections are subject to the following exclusions except where stated below.

This policy does not apply to or include cover for or arising out of or relating to:

#### 7.2.1 Cyber

any actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, fee, expense or any other amount incurred by or accruing to the **Insured**, including for example any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:





- (a) an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
- (b) a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
- (c) a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

involving access to, processing of, use of or operation of any **Computer System** or any data by any person or group of persons.

This exclusion does not apply to the cover provided by Extension 8.4.4 – Data Protection Legislation.

This exclusion does not apply to the Employers' Liability Sub-Section.

#### 7.2.2 **Data Protection**

compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including for example the Data Protection Act 2018, whether the liability of the **Insured** arises directly or indirectly.

This exclusion does not apply to the cover provided by Extension 8.4.4 – Data Protection Legislation.

This exclusion does not apply to the Employers' Liability Sub-Section.

#### 7.2.3 **Known Prior Circumstances**

circumstances which the **Insured** or person insured knew or ought to have known was likely to give rise to a **Claim** prior to the inception date of this policy.

#### 7.2.4 **Liquidated Damages**

liquidated damages clauses, penalty clauses, performance warranties or similar provision in a contract unless it is proven that liability would have attached in the absence of such clauses, warranties or similar provisions.

#### 7.2.5 **Tobacco**

raw, dried or cured tobacco or tobacco which has been otherwise processed in any way, cigars, cigar wrappers, pipe tobacco, cigarette filter or filter materials, snuff, chewing tobacco, "smokeless" tobacco products, cigarettes and cigarette paper, tobacco smoke, gaseous or solid residues or by-products of tobacco, tips or filters, any chemical, mineral or other product sprayed on, applied to or found within or used in conjunction with any tobacco, smoking pipes, cigarette holders and any ingredients found within or used in conjunction with tobacco or any of its constituent parts (collectively "tobacco").

This exclusion shall not apply to liability arising from **Injury** or **Damage** by fire caused by lit tobacco.

### 7.3 **Section Conditions**

All the Liability Sub-Sections are subject to the following conditions except where stated below.

#### 7.3.1 **Assistance and Co-operation**

The **Insured** and any person insured must provide the **Insurer** with such information, assistance and co-operation as the **Insurer** and/or its representative may request. The **Insurer** shall be entitled to refuse to pay any **Claim** under this policy in its entirety if the **Insured** or any person insured fails to do so.



### 7.3.2 **Claim Notification**

The **Insured** must give to the **Insurer** as soon as practicably possible notice of:

- (a) any **Claim** made against any **Insured** or any person insured which is likely to fall within the scope of this policy;
- (b) any circumstances of which the **Insured** or any person insured shall become aware which are likely to give rise to such a **Claim** being made against the **Insured**.

The **Insurer** shall be entitled to refuse to pay, or reduce the amount they pay, for any **Claim** under this Section if such notice is not received.

### 7.3.3 **Documents Relevant to a Claim**

The **Insured** or any person insured must ensure that all documents relevant to any **Claim** and any circumstance which is likely to give rise to a **Claim** are not destroyed or otherwise disposed of. The **Insurer** shall be entitled to refuse to pay any **Claim** under this policy in its entirety if the **Insured** or any person insured fails to do so.

### 7.3.4 **Entitlement to Defend**

The **Insurer** is entitled, but not obliged, to take over and conduct in the name of the **Insured** or any person insured the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** or any person insured for its own benefit any **Claim** for reimbursement or damages or otherwise. The **Insurer** shall have full discretion in the conduct of any proceedings and in the settlement of any **Claim**.

### 7.3.5 **Limit of Liability**

#### (a) **Occurrence**

The **Insurer's** total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the **Schedule** in respect of any one **Occurrence**.

#### (b) **Occurrence Limit**

For any **Occurrence** which involves liability under more than one Section, each Section shall not be affected or eroded by loss under any other Section.

#### (c) **Aggregate**

Where an aggregate Limit of Liability is stated in the **Schedule** to apply, the **Insurer's** total liability to pay damages (including claimants' costs, fees and expenses) in respect of the entire **Period of Insurance** shall not exceed the stated aggregate Limit of Liability regardless of the number or severity of **Occurrences** or **Claims**.

#### (d) **Excess**

No cover shall be granted under any liability Sub-Section for the amount of the **Excess** stated in the **Schedule** in respect of the first amount of each **Occurrence**. The Limits of Liability stated in the **Schedule** are in excess of and not reduced by the amount of any **Excess**.

#### (e) **Contribution**

If at the time of a **Claim** there is any other insurance effected by or on behalf of the **Insured** covering the same risk or part thereof, the **Insurer** shall not be liable for more than their rateable proportion thereof.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy, either in whole or in part or from contributing rateably, the liability of the **Insurer** under this policy shall be limited to such proportion of **Claim** as the cover under this policy bears to the total cover available to the **Insured**.



#### 7.3.6 **Non-Admission of Liability**

No admission, offer, promise or payment is to be made or given by or on behalf of the **Insured** or any person insured without the written consent of the **Insurer**. The **Insurer** shall be entitled to refuse to pay any **Claim** under this policy in its entirety if any such admission, offer, promise or payment is made.

#### 7.3.7 **Payment in Full**

The **Insurer** may at any time pay to the **Insured** in connection with any **Claim** or series of **Claims** under this policy to which a Limit of Liability applies the amount of such Limit after deduction of any sums already paid or any lesser amount for which such **Claims** can be settled. Upon such payment being made the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such **Claims** except for the payment of **Defence Costs** incurred prior to the date of such payment where such **Defence Costs** are stated as being payable in addition to the Limit of Liability.



## 8. Property Owners Liability Sub-Section

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### 8.1 Operative Clause

The **Insurer** will cover the **Insured** against loss arising from **Claims** made against them in the Covered Jurisdictions stated in the **Schedule** in respect of their legal liability to pay damages (including claimants' costs, fees and expenses) for **Injury** and/or **Damage** in the conduct of the **Business** arising from the ownership of the **Premises** listed in the Schedule of Values, subject to all the terms and conditions of this policy.

### 8.2 Defence Costs

The **Insurer** will also pay **Defence Costs**, provided that the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of any **Claim**, suit or proceedings. **Defence Costs** are payable in addition to the Limit of Liability, if the amount required in settlement of the third party **Claim** is greater than the Limit of Liability available in respect of such **Claim**, then the **Insurer** will not pay more than its corresponding proportional share of the associated **Defence Costs**.

### 8.3 Trigger

This Sub-Section applies where **Injury** or **Damage** occur during the **Period of Insurance**.

### 8.4 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

#### 8.4.1 Contingent Motor Liability

Exclusion 8.5.6 – Motor Vehicles shall not apply to legal liability arising out of the ownership, possession or use by or on behalf of the **Insured** or any person entitled to insurance of any motor vehicle or trailer:

- (a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
- (b) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer; or
- (c) arising out of any motor vehicle or trailer temporarily in the **Insured's** custody or control for the purpose of parking.

Provided always that no cover is granted against liability for which compulsory insurance or security is required by legislation or for which the government or other authority has accepted responsibility;

#### 8.4.2 Cover for Others

This Sub-Section extends to:

- (a) managerial or supervisory **Employees** in their **Business** capacity for legal liabilities arising out of the performance of the **Business** and any director or partner of the **Insured** in respect of private work undertaken by any **Employee** for such director or partner with the prior consent of the **Insured**;
- (b) the officers, committees and members of the **Insured's** canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such;
- (c) any person or firm for legal liabilities arising out of the performance of a contract with the **Insured** constituting the provision of labour only;
- (d) any principal for legal liabilities arising out of work carried out by the **Insured** under a contract or agreement in respect of which the **Insured** would have been entitled to cover under this policy if the **Claim** had been made against the **Insured**;



- (e) the personal representatives of any person insured by reason of this Cover for Others clause in respect of legal liability incurred by such person.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms of this policy as though they were the **Insured**.

#### 8.4.3 **Cross Liabilities**

Each person or party specified as the **Insured** in the **Schedule** is separately covered in respect of **Claims** made against any of them by any other such person or party subject to the **Insurer's** total liability not exceeding the stated Limits of Liability.

#### 8.4.4 **Data Protection Legislation**

This Sub-Section extends to cover the **Insured** for legal liability in respect of any **Claim** for compensation as a result of **Injury** and/or **Damage** under Section 169 of the Data Protection Act 2018 or under Article 82 of the General Data Protection Regulation (EU) 2016/679.

Cover in respect of such **Claims** shall be available only under the terms and conditions of this extension and nowhere else in this policy.

For the purposes of this extension non-material damage which is the subject of such **Claim** shall be considered as **Injury** and will be treated as having occurred when the claimant first had knowledge or alleges that they had knowledge of the event giving rise to that **Injury**.

This extension applies where **Claims** are made against the **Insured** during the **Period of Insurance** arising from **Injury** and/or **Damage** occurring on or after the Retroactive Date specified in the **Schedule** and before the expiry date of the policy. If a circumstance occurring subsequent to the Retroactive Date and before the expiry date of the policy is notified to the **Insurer** in accordance with Condition 7.3.2 – Claim Notification, the **Insurer** will not deny any subsequent **Claim** arising out of that circumstance solely because the **Claim** was made after the expiry date of the policy.

The **Insurer's** liability under this extension shall be limited to GBP 50,000 any one **Occurrence** and in the aggregate, inclusive of **Defence Costs**, which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

The **Excess** under this extension shall be 10% of each **Claim** subject to a minimum of GBP 1,000 and shall be applicable to **Defence Costs**.

#### **Additional Exclusions**

The **Insurer** shall not provide cover:

- (a) against liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this policy if the result could have been expected having regard to the nature and circumstances of such act or omission;
- (b) for the costs of replacing, reinstating, rectifying or erasing any Personal Data, as defined in Data Protection Act 2018;
- (c) against liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person; or
- (d) against liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.

#### **Fee Payment Condition**

The **Insurer** shall be entitled to refuse to pay any **Claim** under this extension in its entirety if the **Insured** has not paid any fees required to be paid by any data protection authority.



#### 8.4.5 **Defective Premises Act**

The **Insurer** will cover the **Insured** against loss in respect of their liability arising out of any condition in the **Insured's** premises subsequent to the disposal of such premises by the **Insured**, including liability which is established by application of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

#### 8.4.6 **Sudden Pollution**

Exclusion 8.5.7 – Pollution shall not apply to **Pollution** which is the direct result of a sudden, identifiable, unintended and unexpected event occurring in its entirety at a specific time and place during the **Period of Insurance**.

The **Insurer** shall be entitled to refuse to pay any **Claim** under this extension:

- (a) if the **Insured** has not taken all practical precautions to prevent **Pollution**; or
- (b) if **Injury** or **Damage** or the entire event giving rise to the **Injury** or **Damage** did not occur during the **Period of Insurance**.

This extension does not apply to any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment, award settlement either in whole or in part.

This extension does not apply to or include legal liability for **Damage** to premises presently or at any time previously owned or tenanted by the **Insured** or **Damage** to land or water within the boundaries of or below any land or premises presently or at any time previously owned or leased by the **Insured**.

The **Insurer's** liability under this extension for all **Occurrences** combined throughout the **Period of Insurance** shall not exceed the sub-limit for Pollution Liability stated in the **Schedule**, which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

### 8.5 **Exclusions**

This policy does not apply to or include cover for or arising out of or relating to:

#### 8.5.1 **Aircraft, Watercraft or Offshore Installations**

the ownership, possession or use by or on behalf of the **Insured** of any aircraft, spacecraft, hovercraft, offshore installation, rig, platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways).

#### 8.5.2 **Airside**

any work undertaken in, on or within any aircraft, airport runway, taxiway, dispersal area, apron, hanger, cargo, transit or flight handling area, including open spaces between and/or other operational or manoeuvring area and including any flight control facilities, wherever situated unless notified and agreed by the **Insurer** prior to the work being undertaken.

#### 8.5.3 **Care, Custody or Control**

any **Damage** to property owned, leased to, hired by, under hire purchase to, on loan to, held in trust by or otherwise in the **Insured's** care, custody or control other than:

- (a) clothing and personal effects of **Employees** and visitors;
- (b) premises (including contents therein) temporarily occupied by the **Insured** for work therein or thereon but no cover shall be granted for **Damage** to that part of the property on which the **Insured** is or has been working and which arises out of such work; or



- (c) premises tenanted by the **Insured** but always excluding liability for **Damage**:
  - (i) arising out of any perils which the tenancy agreement requires the **Insured** to insure against;
  - (ii) to any property which the tenancy agreement requires the **Insured** to insure; or
  - (iii) to any property which the tenancy agreement requires the **Insured** to be responsible for;except if such **Damage** is the proven consequence of the **Insured's** own negligence.

#### 8.5.4 **Deliberate Failure to Prevent Injury or Damage**

the deliberate, conscious or intentional disregard by any of the **Insured's** directors or managerial or supervisory **Employees** of the need to take all practical steps to prevent **Injury** or **Damage**.

#### 8.5.5 **Injury to Employees**

any **Injury** to an **Employee** where such **Injury** arises out of and in the course of employment by the **Insured** or any liability arising out of any workers' compensation or any similar legislation anywhere in the world.

#### 8.5.6 **Motor Vehicles**

the ownership, possession or use by or on behalf of the **Insured** or any person or party insured by this policy of any motor vehicle or trailer for which compulsory insurance or security is required by legislation or for which the government or other authority has accepted responsibility.

#### 8.5.7 **Pollution**

**Pollution.**

#### 8.5.8 **Products**

any tangible property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, leased, loaned, free issued, altered or repaired by or on behalf of the **Insured**. This exclusion does not include food and drink provided mainly for consumption by **Employees**.

#### 8.5.9 **Professional Liability**

any breach of professional duty.

### 8.6 **Condition**

#### 8.6.1 **Housing Grants, Construction and Regeneration Act 1996**

The **Insurer** shall not be bound by any adjudication made under the Housing Grants, Construction and Regeneration Act 1996 following a request for adjudication made by or to the **Insured**.



## 9. Employers' Liability Sub-Section

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### 9.1 Operative Clause

The **Insurer** will cover the **Insured** against loss arising from **Claims** made against them in the Covered Jurisdictions stated in the **Schedule** in respect of their legal liability to pay damages (including claimants' costs, fees and expenses) for and/or arising out of **Injury** to any **Employee** and arising out of and in the course of that person's employment by the **Insured**, subject to all the terms and conditions of this policy.

The cover granted applies only to such liability:

(a) **United Kingdom**

as is compulsorily insurable under the Employers' Liability (Compulsory Insurance) Act 1969 as amended and any corresponding legislation applicable in Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney, except as specially extended by this Sub-Section. Where the Policy Exclusions, Policy Conditions, Section Exclusions 7.2 and Section Conditions 7.3 would operate to provide less cover than is compulsory under the above Act, then this Sub-Section is extended to provide the cover compulsorily insurable subject always to the Limit of Liability stated in the **Schedule**.

(b) **Work Overseas**

as would otherwise be covered under the **United Kingdom** section above but for **Injury** caused to an **Employee** whilst temporarily engaged in non-manual work anywhere else in the world.

Provided that:

- (i) such **Employee** is ordinarily resident within the **United Kingdom**;
- (ii) the **Insurer** shall not provide cover in respect of any amount payable under Workmen's Compensation, Social Security or Health Insurance legislation;
- (iii) such temporary work does not exceed six (6) consecutive months in duration.

### 9.2 Defence Costs

The **Insurer** will also pay **Defence Costs**, provided that the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of any **Claim**, suit or proceedings. **Defence Costs** will be payable in addition to or inclusive of the Limit of Liability as stated in the **Schedule**. Where **Defence Costs** are payable in addition to the Limit of Liability, if the amount required in settlement of the third party **Claim** is greater than the Limit of Liability available in respect of such **Claim**, then the **Insurer** will not pay more than its corresponding proportional share of the associated **Defence Costs**.

### 9.3 Trigger

This Sub-Section applies where **Injury** is caused during the **Period of Insurance**. In the case of an accident or exposure to harmful conditions manifesting itself as **Injury** after the **Employee** has left the employ of the **Insured**, this policy will apply, subject to all the terms and conditions of this policy, to such **Injury** regardless of whether this policy is still in force at the time of such manifestation.





## 9.4 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

### 9.4.1 Asbestos

This Sub-Section will apply, subject to all its terms and conditions, to the **Insured's** legal liability to pay compensation to any **Employee** as a result of **Injury** directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with asbestos or materials or products containing asbestos to the extent that cover is required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom** and where a sub Limit of Liability is specified in the **Schedule**.

### 9.4.2 Cover for Principals

To the extent that any contract or agreement entered into by the **Insured** with any principal so requires, the **Insurer** will, at the request of the **Insured**:

- (a) cover the **Insured** against loss in respect of liability assumed by the **Insured**;
- (b) cover the loss of the principal in like manner to the **Insured** in respect of the liability of the principal;

arising out of the performance by the **Insured** of such contract or agreement.

Provided always that:

- (i) the conduct and control of **Claims** is vested in the **Insurer**;
- (ii) the principal shall observe fulfil and be subject to all the terms and conditions of this policy.

Cover for any principal shall only apply in respect of liability for which the **Insured** would have been entitled to cover if the **Claim** had been made directly against the **Insured**.

For purposes of this extension the term principal shall include any partner, co-venturer, subsidiary or affiliated or parent company to the principal but only to the extent that the contract between the principal and the **Insured** requires these additional parties to be covered in a like manner to the **Insured**.

### 9.4.3 Cyber

This Sub-Section will apply, subject to all its terms and conditions, to the **Insured's** legal liability to pay compensation to any **Employee** as a result of **Injury** directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- (a) an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
- (b) a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
- (c) a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

involving access to, processing of, use of or operation of any **Computer System** or any data by any person or group of persons to the extent that cover is required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom**. The liability of the **Insurer** shall not exceed the amount stated as the Limit of Liability in the **Schedule**.



#### 9.4.4 **Data Protection**

This Sub-Section will apply, subject to all its terms and conditions, to the **Insured's** legal liability to pay compensation to any **Employee** as a result of **Injury** under Section 169 of the Data Protection Act 2018 or under Article 82 of the General Data Protection regulation (EU) 2016/679 to the extent that cover is required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom** and where a sub Limit of Liability is specified in the **Schedule**.

#### 9.4.5 **Terrorism**

This Sub-Section will apply, subject to all its terms and conditions, to **Terrorism** to the extent that cover is required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom** and where a sub Limit of Liability is specified in the **Schedule**.

#### 9.4.6 **Unsatisfied Court Judgements**

Where a Judgement for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee**:

- (a) in respect of **Injury** sustained by the **Employee** arising out of and in the course of employment by the **Insured** in the **Business** during the **Period of Insurance**; or
- (b) against any company or individual, other than the **Insured**, operating from or resident in premises within the **United Kingdom**; and
- (c) such Judgement remains unsatisfied in whole or in part six (6) months after the date of judgement;

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

Provided that:

- (i) there is no appeal outstanding;
- (ii) if any payment is made by the **Insurer** the **Employee** or the said legal personal representatives shall assign the Judgement to the **Insurer**;
- (iii) the legal proceedings (in which the Judgement was obtained) were commenced during the **Period of Insurance** in order to receive such damages;
- (iv) the **Insurer** would have covered the Insured's liability if the **Claim** had been made under this Sub-Section;
- (v) the **Insured** notified the **Insurer** that the **Employee** intends to commence proceedings and the **Insurer** agrees to provide cover in respect of those proceedings;
- (vi) the Judgement is made by any Court of Law in the **United Kingdom** or the European Union;
- (vii) the liability of the **Insurer** for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the **Schedule**; and
- (viii) if the **Employee** receives any damages or costs after the **Insurer** has paid for them, the **Employee** must return the amount to the **Insurer**.



## 9.5 Exclusions

This policy does not apply to or include cover for or arising out of or relating to:

### 9.5.1 Offshore

any work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform.

### 9.5.2 Road Traffic Act

legal liability in respect of which compulsory insurance or security is required to be arranged under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order.

## 9.6 Condition

### 9.6.1 Employers' Liability Tracing Office Notice

Certain information relating to this Sub-Section, namely:

- (a) the Policy Number;
- (b) employers' names and addresses, including subsidiaries and any relevant changes of name;
- (c) coverage dates and;
- (d) if relevant, the employer's reference numbers provided by His Majesty's Revenue and Customs and Companies House Reference Numbers;

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by the **Insured** that the above named information provided to the **Insurer** will be processed by the **Insurer** for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the **United Kingdom** for employers carrying on, or who carried on, business in the **United Kingdom**, to identify an insurer or insurers that provided employers' liability insurance.



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