



# Policy Wording

Commercial Property  
Owners



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# COMMERCIAL PROPERTY OWNERS POLICY

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**TUL / POUK 2022**

Version 4  
May 2022

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## INTRODUCTION AND YOUR OBLIGATIONS

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Thank *You* for choosing Touchstone Underwriting Limited

*Your Policy* documents are enclosed. 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.

It is important that *You* read all *Your* documents carefully and let *Your Agent* know as soon as practicably possible, if the insurance does not meet *Your* requirements or if any information is inaccurate or incomplete.

Wherever a word appears in *italics*, *You* will find a full definition within the *Policy* or in Section Definitions.

We strongly recommend that *You* read the *Policy* (to include the *Schedule* and any *Endorsements*) to ensure that *You* understand it and that it accords with *Your* wishes.

### **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 claims 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 if (ii) and/or (iii) apply, *We* will have the right to:

- (1) give *You* fourteen (14) days' 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* fourteen (14) days' notice that *You* are terminating this *Policy*.

If this *Policy* is terminated in accordance with (1) or (2), *We* will refund any premium due to *You* in respect of the balance of the *Period of Insurance*.

### **Change in Circumstances Provisions**

*You* must tell *Us* as soon as practicably possible if *You* become aware of any changes in the information *You* have provided to *Us* which *We* have relied upon to provide this Policy which happens before or during any *Period of Insurance*.

*You* must tell *Us* at least fourteen (14) days before *You* start any conversions, extensions or other structural work to the *Buildings*.

When *We* are notified of a change or planned structural work *We* will tell *You* if this affects *Your Policy*. For example *We* may cancel *Your Policy* in accordance with the Cancellation and Cooling off 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 or planned structural work it may affect any claim *You* make or could result in *Your* insurance being invalid.

### **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.

### **Setting Your Sums Insured**

This *Policy* requires *You* to specify a *Total Sum Insured* for each category of *Property Insured* and/or a *Sum Insured* for individual items of *Property Insured*. For example, if *You* wish to insure several different *Buildings* under Section 1, the *Total Sum Insured* for Section 1 *Buildings* should represent the total cost of rebuilding all of these, as explained further below. *You* may also wish to specify a *Sum Insured* for each individual *Building*.

For *Landlords Contents* the *Total Sum Insured/Sum Insured* should represent the cost of buying a new replacement of the item(s) in question.

To ensure that *You* recover an adequate amount in the event of a loss it is essential that the *Sums Insured* and *Total Sum Insured* are accurate. Otherwise, the amount payable by *Us* in the event of a claim may be reduced in proportion to the amount of any underinsurance.

Accordingly, the *Sums Insured* and *Total Sums Insured* should reflect up-to-date cost of rebuilding and/or values (as appropriate) of all items which *You* want to insure.

### **Please note:**

- The cover provided for *Buildings* and *Landlords Contents* is on a Reinstatement basis (unless specified otherwise) which means that *You* should set the *Sums Insured* and *Total Sums Insured* for these items carefully by reference to the full cost of rebuilding the *Buildings* to a condition equivalent to when new, or replacing the *Landlords Contents* with equivalent new items. It is important that *You* include an allowance for the cost of *Debris Removal, Professional Fees* and any *Increased Cost of Construction* expenses that would be required in order to reinstate the property were it to be completely destroyed.

*We* would strongly recommend that *You* discuss these aspects with *Your Agent*.

## **Payment of Premium**

It is a condition to *Our* liability that the amount of *Premium* due must be paid in full to *Your Agent* within 60 (sixty) days of inception of the *Policy*. If *You* do not make payment within 60 (sixty) days all cover under the *Policy* will be cancelled as per the Cancellation and Cooling off Period provisions, other than for Section 4 – Employers' Liability, and *We* will not be liable to cover *You* for *Your* claim.

In respect of any additional *Premium*, due following an amendment to *Your Policy*, this must be paid in full to *Your Agent* within 60 (sixty) days of the effective date of the amendment. Failure to do so will result in the coverage provided by this amendment being cancelled as per the Cancellation and Cooling off Period provisions by giving no less than 14 (fourteen) days' notice in writing to *Your Agent*.

## **Cancellation and Cooling off Period – Not applicable to Section 4 – Employers' Liability**

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

*You* are entitled to cancel this policy by notifying *Us* in writing, by email or by telephone 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* in writing, by email or by telephone. 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.

## **Your Obligations under the Policy**

The *Policy* imposes certain obligations upon *You* within the General Conditions, specific Section Conditions and Endorsements applied to it, which if *You* do not comply with may invalidate the insurance or invalidate a claim or may affect the amount *We* will pay *You*, it is *Your* obligation to read and understand *Your* obligations in the General Conditions, specific Section Conditions and applied Endorsements, if *You* are in any doubt of *Your* obligations or actions *You* should contact *Your* insurance broker or agent who advised *You*.

## **Claims Procedure**

If any incident occurs which might result in a claim *You* should report this to *Us* through *Your Agent as soon as practicably possible*.

(whose details will appear on the *Schedule*.)

*You* should refer to the Claims Procedure on page 50 of the *Policy* for full details of the claims procedure since failure to comply may invalidate *Your* claim.

## **Sanctions Clause**

*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.

## **Contracts (Rights of Third Parties) Act 1999**

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

## **Choice of Law**

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales. The language of this policy and all communications relating to it will be in English.

## **Interpretation**

In this *Policy*:

- a) reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this *Policy*;
- b) reference to any statutory or other body shall include the successor to that body;
- c) words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing a gender shall include all genders;
- d) if any term, condition, exclusion or *Endorsement* or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
- e) the headings are for reference only and shall not be considered when determining the meaning of this *Policy*.

## Several Liability Notice

The liability of an insurer under this *Policy* is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this *Policy*.

The proportion of liability under this *Policy* underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this *Policy*.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this *Policy*. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this *Policy*" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## 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 Agent* through whom this *Policy* was arranged.



## THE CONTRACT OF INSURANCE AND GENERAL INSURING CLAUSE

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This insurance is underwritten by Touchstone Underwriting Limited on behalf of various insurers (*We/Us/Our*) as fully described in the *Schedule*.

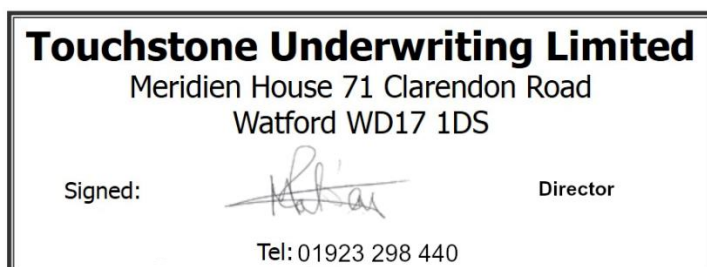
This *Policy*, the *Schedule* and any *Endorsements* are evidence of the legally binding contract of Insurance between *Us* and *You*.

*We* will, subject to the terms and conditions of the *Policy*, the *Schedule* and any *Endorsements*, cover *You* against loss or *Damage* sustained or legal liability incurred during the *Period of Insurance* and within *Territorial Limits* stated in the *Schedule* for which a *Premium* has been accepted.

*You* have applied to *Us* for insurance by providing a *Proposal* and/or other information, and have agreed to pay *Premium* to *Us* in accordance with the Payment of *Premium* condition on Page 5 of the *Policy*.

In return, *We* have agreed to provide the insurance described in the *Policy* for the *Period of Insurance* specified in the *Schedule*.

The *Policy* Wording, the *Schedule* (including any *Schedule* issued in addition or substitution) and any *Endorsements* shall be considered one document and together constitute the contract between *You* and *Us*.



**Signed by Touchstone Underwriting Limited**

## GENERAL DEFINITIONS

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<b>Agent/Your Agent</b>	The broker or other intermediary who arranged this insurance for <i>You</i> .
<b>Annual Gross Rentals</b>	The <i>Gross Rentals</i> during the 12 (twelve) months immediately before the date of the <i>Damage</i> to which such adjustments shall be made as may be necessary to provide for the trend of the <i>Business</i> and for variations in or special circumstances affecting the <i>Business</i> either before or after the <i>Damage</i> or which would have affected the <i>Business</i> had the <i>Damage</i> not occurred so that the figures thus adjusted shall represent as nearly as may be practicably possible the results which but for the <i>Damage</i> would have been obtained during the relative period after the <i>Damage</i> .
<b>Bodily Injury</b>	Physical injury not including sickness, illness, disease, nervous shock, mental injury or any naturally occurring condition or degenerative process or any gradually operating cause.
<b>Building(s)</b>	<p>The building(s) situated at the address(es) specified in the <i>Schedule</i> which include;</p> <ul style="list-style-type: none"><li>a) landlord's fixtures and fittings</li><li>b) annexes, gangways, outbuildings and extensions tenants improvements for which the landlord is responsible under the terms of the lease or other agreement under which the property is let</li><li>c) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture</li><li>d) walls, gates and fences</li><li>e) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the <i>Premises</i> and extending to the public mains, but only to the extent of <i>Your</i> responsibility</li><li>f) yards, car parks, roads and pavements, forecourts, all constructed of solid materials</li><li>g) landscaping, excluding external ponds and lakes</li></ul> <p>all belonging to <i>You</i> or for which <i>You</i> are legally responsible.</p>
<b>Business</b>	<p>The ownership by <i>You</i> of the <i>Property Insured</i> including;</p> <ul style="list-style-type: none"><li>a) maintenance, occupation or use of the <i>Property Insured</i> by <i>You</i>;</li><li>b) the provision and management of canteen, sports, social or welfare organisations for the benefit of <i>Your Employees</i> and fire, security, first aid, medical and ambulance services;</li><li>c) private work undertaken with the prior consent of <i>You</i> by <i>Employees</i> for any director or senior official of <i>You</i>.</li></ul>
<b>Claimant's Costs</b>	Legal costs and expenses (including court fees and disbursements) incurred by a claimant in bringing a claim against <i>You</i> , in respect of which claim <i>You</i> are entitled to reimbursement under Section 3 – Property Owners Liability or Section 4 – Employers' Liability of the <i>Policy</i> .

**Computer Virus**

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”.

**Cost of Reinstatement**

Where the *Property Insured* is lost or destroyed, the cost of rebuilding the property to a standard equal to but not better or more extensive than its condition when new, or replacing the property including in the case of *Buildings* the cost of *Debris Removal*, *Professional Fees*, and *Increased Cost of Construction* expenses. Where *Property Insured* is damaged but not lost or destroyed, the cost of repairing and restoring the property, or any damaged portion thereof, to a condition substantially the same as but not better or more extensive than its condition when new including in the case of *Buildings* the cost of *Debris Removal Costs*, *Professional Fees*, and *Increased Cost of Construction* expenses.

**Damage(d)**

Accidental physical loss, physical destruction or physical damage to *Property Insured*

This shall mean all individual losses or *Damage* arising out of and directly occasioned by one event. However, if the following causes are insured by this *Policy* the duration and extent of any one occurrence of *Damage* shall be limited to:

- a) 72 (seventy-two) consecutive hours as regards a hurricane, a typhoon, windstorm, rainstorm, hailstorm and/or tornado;
- b) 72 (seventy-two) consecutive hours as regards earthquake, tsunami or seaquake, and/or volcanic eruption;
- c) 72 (seventy-two) consecutive hours and within the limits of one city, town or village as regards riots, civil commotions and malicious *Damage*;
- d) 72 (seventy-two) consecutive hours as regards any *Damage* which includes individual loss or losses from any of the causes mentioned in a), b) and c) above;

and no individual loss from whatever insured cause, which occurs outside these periods or areas, shall be included in any one occurrence of *Damage*.

*You* may choose the date and time when any such period of consecutive hours commences and if any event is of greater duration than the above period, *You* may divide that event into two or more occurrences of *Damage* provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to *You* in that event during the *Period of Insurance*.

**Damages:**

Sums which *You* are ordered to pay to a claimant by a court within the *Territorial Limits* in respect of liability incurred by *You* in tort, delict or quasi- delict.

**Debris Removal /****Debris Removal Costs**

The costs and expenses of:

- a) removing debris from;
- b) dismantling or demolishing;
- c) shoring up or propping; and/or
- d) boarding up;

the *Property Insured* which *You* incur as a direct result of *Damage* by a *Defined Event*, excluding any costs or expenses:

- i) of removing debris except from the site of *Damage* and the surface of the area immediately adjacent to such site;
- ii) arising from pollution or contamination of property not insured by this *Policy*; or
- iii) which are increased as a result of pollution or contamination of the debris.

**Declared Value**

The full *Cost of Reinstatement* of the *Property Insured* at the level of costs applying at the inception of the *Period of Insurance*.

**Defined Event****(Unoccupied Premises)**

The words *Defined Event* shall mean fire, lightning, explosion and aircraft

**Defined Event****(Occupied Premises)**

The words *Defined Event* shall mean fire, lightning, explosion, aircraft, or other aerial devices or articles dropped there from, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, theft, earthquake, storm, flood, overflowing or leaking of any sprinkler apparatus, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, falling trees branches and falling aerials.

**Electronic Data**

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.

<b>Employee(s)</b>	<p><i>Employee</i> shall mean:</p> <ul style="list-style-type: none"> <li>a) any person under a contract of service or apprenticeship with <i>You</i>.</li> <li>b) any labour master or labour only subcontractor or persons supplied by any of them</li> <li>c) any self employed person</li> <li>d) any person hired or borrowed by <i>You</i> from another employer</li> <li>e) <i>Your</i> directors or partners, if applicable, in <i>the Business</i> (and references to “employment” in this <i>Policy</i> shall be construed accordingly to include work done by a director or partner in connection with <i>The Business</i>)</li> <li>f) voluntary workers</li> <li>g) any person with <i>You</i> for work experience</li> <li>h) agency workers or temporary staff working for <i>You</i> in connection with <i>The Business</i>.</li> </ul>
<b>Endorsement</b>	A change in terms and conditions agreed by <i>Us</i> that can extend or restrict cover of the <i>Policy</i> .
<b>Excess</b>	<p>For the purposes of Sections 1 and 2, <i>Excess</i> means the amount stated either in the <i>Policy</i> or in the <i>Schedule</i>, as applicable, that is to be deducted from any claim payable under this <i>Policy</i> borne by <i>You</i> after the application of Underinsurance. Further, under Section 1 - <i>Buildings</i> the <i>Excess</i> shall apply to each loss at each <i>Premises</i>.</p> <p>For the purposes of Section 3 (Property Owners Liability) and Section 4 (Employer’ Liability), <i>Excess</i> means the amount as stated in the <i>Schedule</i> which <i>You</i> shall pay in respect of all <i>Damages</i>, compensation, <i>Claimant’s Costs</i>, Legal Costs and expenses before <i>We</i> shall be liable to make any payment. <i>Excess</i> shall apply to each <i>Occurrence</i> unless otherwise stated in the <i>Schedule</i>.</p>
<b>Glass</b>	All fixed plain glass in windows, doors, fanlights, skylights, partitions, furniture, display and show cases, counters or shelves or mirrored glass fixed hand basins, lavatory bowls, bidets, shower trays and baths including lettering, embossing, beading, silvering or ornamental work at the <i>Premises</i> stated in the <i>Schedule</i>
<b>Gross Rentals</b>	The money paid or payable to <i>You</i> for tenancies and associated income derived from the letting of the <i>Premises</i> .
<b>Heave</b>	Upward movement of the ground beneath the <i>Buildings</i> as a result of the soil expanding.

**Increased Cost of****Construction**

Any additional *Cost of Reinstatement* as may be incurred solely by reason of the necessity to comply with the Stipulations of:

- a) European Community Legislation; or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any Public Authority; (referred to as “Stipulations”) in respect of the lost or damaged property thereby insured.

Excluding:

- i) the cost incurred in complying with the Stipulations:
  - i. in respect of *Damage* occurring prior to the inception of this *Policy*;
  - ii. in respect of *Damage* not insured by the *Policy*;
  - iii. under which notice has been served on *You* prior to the happening of the *Damage*;
  - iv. for which there is an existing requirement which has to be implemented within a given period;
  - v. in respect of property entirely undamaged by any *Defined Event* insured against by this *Policy*; and
  - vi. in respect of any undamaged property
- ii) the additional cost that would have been required to make good the property *Damaged* to a condition equal to its condition when new had the necessity to comply with 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 of that property by reason of compliance with the Stipulations.

**Indemnity Period**

The period beginning with the occurrence of the *Damage* and ending not later than the number of months thereafter stated in the *Schedule* during which the results of the *Business* shall be affected in consequence of the *Damage*.

**Landlords Contents**

Furniture, furnishings, fitted carpets, domestic appliances and fixtures and fittings all belonging to *You* or for which *You* are responsible whilst contained in the *Buildings* insured by this *Policy* excluding:-

- a) Any item falling under the definition of *Building(s)*
- b) Stock and materials in trade
- c) Property more specifically insured

Landlords contents do not include *Electronic Data*.

**Landslip**

Downward movement of sloping ground.

**Limit of Liability**

The maximum amount of compensation payable in the event of insured *Damages*.

<b>Offshore</b>	From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.
<b>Outstanding Debit Balances</b>	The total amount due to <i>You</i> at the date of the <i>Damage</i> less bad debts.
<b>Period of Insurance</b>	The period of insurance specified in the <i>Schedule</i>
<b>Policy</b>	The entirety of the policy of insurance specified in the <i>Schedule</i> and/or contained in any and all <i>Endorsements</i> or amendments forming part of the policy (whether or not such <i>Endorsements</i> or amendments are agreed prior to the policy of insurance coming into force or at any time thereafter). All references to the terms of this <i>Policy</i> shall be construed as references to the entire <i>Policy</i> , including all terms, conditions, exclusions, Sums Insured, <i>Excesses</i> deductibles, limits, <i>Schedules</i> , <i>Endorsements</i> , amendments and any other written contractual provisions that form part of the <i>Policy</i> .
<b>Premises</b>	The Address(es) specified in the <i>Schedule</i> .
<b>Premium(s)</b>	The amount(s) payable by <i>You</i> for the insurance cover provided (excluding Insurance <i>Premium Tax</i> ) as specified in the <i>Schedule</i> .
<b>Professional Fees</b>	The reasonable and necessary fees of any architect, engineer, surveyor, site manager or other construction professional which <i>You</i> incur solely for the repair or reinstatement of the <i>Property Insured</i> following <i>Damage</i> , with <i>Our</i> prior consent. For the avoidance of doubt, this excludes any costs or expenses incurred in preparing a claim under this <i>Policy</i> .
<b>Property Insured</b>	The <i>Buildings</i> and <i>Landlords Contents</i> at the <i>Premises</i> , all as defined in these Definitions, if and to the extent they are included as <i>Property Insured</i> in the <i>Schedule</i> .  <i>Property Insured</i> do not include <i>Electronic Data</i> .
<b>Proposal</b>	The signed Proposal Form, Statement of Fact and any additional information supplied to <i>Us</i> by <i>You</i> or on <i>Your</i> behalf by <i>Your Agent</i> .
<b>Renovation</b>	Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, w.c., bath and shower, carpeting, internal joinery, plastering, installation/repair of central heating and external window replacement, but all excluding any work involving the use of heat (such as blow lamps, welding or cutting equipment) or any work involving structural alteration or extensions.
<b>Settlement</b>	Downward movement as a result of the soil being compressed by the weight of the <i>Buildings</i> within ten (10) years of construction..
<b>Schedule(s)</b>	The Schedule specifying the terms and extent of this <i>Policy</i> .
<b>Standard Gross Rentals</b>	The <i>Gross Rentals</i> during that period in the twelve (12) months immediately before the date of the <i>Damage</i> which corresponds with the <i>Indemnity Period</i> to which such adjustments shall be made as may be necessary to provide for the trend of the <i>Business</i> and for variations in or special circumstances affecting the <i>Business</i> either before or after the <i>Damage</i> or which would have affected the <i>Business</i> had the <i>Damage</i> not occurred so that the figures thus adjusted shall represent as nearly as may be practicably possible the results which but for the <i>Damage</i> would have been obtained during the relative period after the <i>Damage</i> .

<b>Sum Insured</b>	The sum or limit specified in the <i>Schedule</i> as applying to the relevant Section of this <i>Policy</i> , or items insured
<b>Subsidence</b>	Downward movement of the ground beneath the <i>Buildings</i> other than by <i>Settlement</i> .
<b>Territorial Limits</b>	The United Kingdom, the Channel Islands or the Isle of Man.
<b>Terrorism</b>	An act or series of acts, including for example the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
<b>Total Sum Insured</b>	The total Sum Insured as stated in the <i>Schedule</i> applicable to all items of <i>Property</i> insured falling within a category on the <i>Schedule</i>
<b>We/Us/Our</b>	The Insurers and Underwriters subscribing to this <i>Policy</i> as noted on the <i>Schedule</i>
<b>Unlawful Association</b>	Any organisation which is engaged in <i>Terrorism</i> and includes an organization which at any relevant time is a proscribed organisation within the meaning of the Terrorism Act 2000 or any similar legislation.
<b>Unoccupied</b>	When the <i>Premises</i> are closed for trade, untenanted or not resided at for a period in excess of 30 (thirty) consecutive days
<b>You/Your/Yours</b>	The person, persons or the company or other organisation shown in the <i>Schedule</i>
<b>Wear and Tear</b>	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.



## GENERAL CONDITIONS

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The following conditions are applicable to all Sections of this *Policy* unless it is stated otherwise on the *Schedule*:

### **Other Insurance (Applicable to Section 1 – Buildings and Section 2 – Rental Income only)**

If, at the time of a claim under this *Policy*, there is any other valid insurance in place which covers the same risk or any part thereof, or would do but for the existence of a clause in any other valid insurance which intends to exclude or reduce the amount payable under this *Policy* provided by reference to the existence of another insurance, this *Policy* shall operate as an Excess of Loss *Policy* and so shall not respond until all cover available under the other insurance has been exhausted.

### **Other insurances and Underinsurance (Applicable to Section 3 -Property Owners Liability and Section 4 - Employer's Liability only)**

Applicable to Section 3 - Property Owners Liability and Section 4 - Employers' Liability; *We* will not cover *You* in respect of *Your* liability or would but for the existence of the Section(s) be more specifically insured elsewhere except in respect of any excess beyond the amount payable under such other insurance had this *Policy* not been effected.

### **Electrical Certificates**

It is an important condition to *Our* liability that the electrical installation (“the installation”) be inspected and tested at least once in every 5 (five) years by a contractor approved by either:-

- a) The National Inspection Council for Electrical Installation Contracting (NICEIC) or
- b) Electrical Contractors Association (ECA) or
- c) SELECT (in respect of Scotland only) or
- d) Register of Electrical Contractors of Ireland (RECI) or any other accredited organisation approved for such inspections by the Electro-Technical Council of Ireland (ETCI) (in respect of Republic of Ireland only)

If the inspection and testing reveals any departures, defects or faults with the installation, it is a condition to *Our* liability that these are notified to *Us* as soon as practicably possible, and are remedied within such time as *We* specify.

It is an important condition to *Our* liability that the installation shall be inspected and tested at least every 5 (five) years.

If at the time of inception the electrical installation has not been tested within the previous 5 (five) years it is an important condition to *Our* liability that the whole installation must be tested by one of the bodies mentioned at (a) to (d) above and any departures, defects or faults remedied within 60 (sixty) days of inception.

In the event of breach of any of the Electrical Certificate conditions above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Fire Appliances Important Condition**

It is an important condition to *Our* liability under this *Policy* that *You* will maintain all fire extinguishing appliances contained in the *Premises* in full working order during the *Period of Insurance*, and notify *Us* as soon as practicably possible, of any disconnection or failure of the automatic fire alarm installation, which is likely to leave any area without protection for twelve (12) hours or more.

However, this *Policy* shall not be invalidated by any defect in any of the appliances due to circumstances unknown or beyond the control of *You*.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Full Repairing Lease**

It is an important condition to *Our* liability under this *Policy* that all properties that are owned by *You* and leased to tenants are subject to agreements (on a full repairing lease basis) that require the tenant to maintain and repair the *Property Insured*

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Heat and Hot Works**

It is an important condition to *Our* liability that:-

- a) any work involving the application of heat is only carried out by a suitably experienced contractor;
- b) the contractor carrying out the work has public liability insurance in force at least to the same level as the *Sums Insured* on the *Schedule* to this *Policy* and that *You* confirm the same through sight of their certificate of insurance;
- c) *You* do not waive any subrogation rights against the contractor at any time;
- d) *You* implement a documented system of Hot Works Permits whilst contractors are engaged in work involving the use of heat equipment on the *Premises*, which include, as a minimum, the following requirements:-
  - i. the area in which the work is to be carried out must be cleared of any loose debris and all moveable combustible materials removed to a distance of not less than 6 (six) metres from the area of the proposed work prior to its commencement;
  - ii. if work is to be carried out overhead, the area beneath that work must be cleared of any loose debris and all moveable combustible materials removed to a distance of not less than 6 (six) metres from the area of the proposed work prior to its commencement;
  - iii. any combustible materials within 6 (six) metres of the area of the proposed work which cannot be moved are to be fully covered and protected by fire-proof blankets and/or screens;
  - iv. the ground or floor or other horizontal surface (including any gutters) directly beneath the area of the proposed work is to be liberally covered with sand to a distance not less than 50 (fifty) centimetres all around the area of the proposed work;
  - v. a suitable number of fire extinguishers with a total capacity of not less than 20 (twenty) litres must be kept available for immediate use and located no more than 2 (two) metres from the area of work;
  - vi. a dedicated able bodied adult, with no other responsibilities, must be in attendance to keep a constant fire watch and to damp down the area of the proposed works whilst the Hot Work is being carried out and for at least 30 (thirty) minutes following any interruption to and/or cessation of the Hot Work;
  - vii. blow lamps and blow torches shall be lit for as short a time as possible before use and extinguished immediately after use;
  - viii. lighted blow lamps and torches must not be left unattended;
  - ix. any work involving the application of heat will cease at least 60 (sixty) minutes before the *Premises* close for *Business* for the day.
  - x. a thorough examination of the area in which the work was carried out, including an examination of the other side of any roof or partition to the side on which the Hot Works were being carried out, shall be made 30 (thirty) minutes and 60 (sixty) minutes after Hot Works have ceased or been interrupted for 30 (thirty) minutes or more, and immediately prior to the *Premises* closing for *Business* on any day during which Hot Works have been carried out.
- e) *You* obtain written confirmation from the contractor prior to the start of work that the precautions stated on *Your* Hot Work Permit will be adhered to.

In the event of breach of any of the terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Insurable Interest**

The insurable interest in the insurance by this *Policy* shall not be transferred without *Our* written consent.

### **Maintenance and Safety Requirements**

It is an important condition to *Our* liability that:

- (a) At the time of *Damage* *You* must hold a satisfactory Gas Safety Record for the whole of the *Premises* which has been issued by a Gas Safe registered engineer and which is free from any defect and is less than 1 (one) year old
- (b) If furnished, all upholstered furniture must meet the Fire and Furniture Regulations Act. Any furniture added to the property after 1 March 1993 must keep to the relevant fire resistance requirements
- (c) *You* must give *Your* tenants all relevant instruction manuals

*You* must keep records of all inspections, checks and work that has been carried out. *We* must be able to inspect these records.

Note: conditions **(a)**, **(b)** and **(c)** do not apply to any part of the *Premises* that are occupied by *You*

In the event of breach of any of the Maintenance and Safety Requirements conditions above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Minimum Security Requirements**

- (a) It is an important condition to *Our* liability under this *Policy* that all protections provided for the safety of the *Premises* shall be maintained in good order and shall not be withdrawn altered or varied without *our* prior consent and shall be in full and effective operation when the *Premises* are closed for *Business* or left unattended, and at all other appropriate times
- (b) It is an important condition to *Our* liability under this *Policy* that any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company or in accordance with the manufacturer's recommendations
- (c) It is an important condition to *Our* liability under this *Policy* that;
  - i) external glass doors in aluminium or UPVC frames are fitted with a swingbolt mortice lock
  - ii) all other external doors are fitted with a five lever mortice deadlock conforming to BS3621 or locking bars secured by five lever close shackle padlocks
  - iii) outward external doors are also fitted with hinge bolts and the first closing leaf of any double doors also fitted with internal flush or mortice rack bolts top and bottom
  - iv) key operated window locks are fitted to all windows and skylights which are accessible from the ground, adjoining roofs, porches, fire escapes or downpipes
- (d) In the event *You* receive any notification;
  - i) that the police authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed or
  - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system or
  - iii) that any alarm system cannot be returned to or maintained in full working order then with immediate effect:
    - 1) it shall be a condition to *Our* liability under this *Policy* that *You* shall notify *Us* as soon as practicably possible, at which time *We* shall reserve the right to vary terms or cancel cover provided under this *Policy*
    - 2) *You* shall be responsible for the first 20% of any loss destruction or *Damage* by theft or attempted theft subject to a minimum contribution of £2,500

- 3) it shall be an important condition to *Our* liability under this *Policy* that *You* shall comply with any requirements that *We* impose in response to such notice.

In the event of breach of any of the terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Non Invalidation Clause**

This *Policy* shall not be invalidated by any alteration in the use of the *Premises* whereby the risk of *Damage* is increased unknown to or beyond the control of *You* provided that, if *You* become aware of an alteration *You* shall give *Us* notice as soon as practicably possible and pay an additional premium if required.

### **Pipe and Tank Lagging**

It is an important condition to *Our* liability that:

- a. there is, within the *Premises*, a heating system that is maintained in full and effective operation and is linked to a thermostat which automatically activates the heating system when the temperature falls below 6°C (six degrees Celcius).
- b. all water tanks, apparatus or pipes within the *Premises* are fully lagged.

In the event of breach of any of the terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Portable Heaters Important Condition**

It is an important condition to *Our* liability that:-

- a) there will be no use or storage on the *Premises* of paraffin or portable electric or gas heaters or containers or cylinders unless specifically agreed by *Us* prior to such use or storage.
- b) there will be no portable LPG (Liquid Petroleum Gas) heating on the *Premises* unless specifically agreed by *Us* prior to such use or storage

In the event of breach of any of the terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Reasonable Precautions Important Condition**

It is an important condition to *Our* liability that *You* shall take all practicable steps:-

- a) for the safety of and to avoid, prevent or minimise any *Damage* to the *Property Insured*;
- b) to avoid, prevent or minimise any *Bodily Injury* to others or *Damage* to their *Property*;
- c) to prevent the sale of or supply of *Products* which are defective in any way;
- d) in the selection and supervision of *Employees* and in the employment of competent staff;
- e) in the event of discovery of any defect or *Damage*, that *You* shall forthwith cause such defect or *Damage* to be made good or remedied and in the meantime shall cause all practicable steps to be taken as the circumstances may require;
- f) comply with all statutory requirements, bye-laws and any other obligations and regulations imposed by any Authority;

which might give rise to a claim under this *Policy*.

In the event of breach of any of the terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Reinstatement**

If any *Property Insured* by Section 1 - *Buildings* is to be reinstated or replaced by *Us* *You* shall at their own expense provide all such plans documents books and information as may be required. *We* shall not be bound to reinstate exactly but only as circumstances permit and in a sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its *Sum Insured*.

### **Residential Tenants**

It is an important condition to *Our* liability that any residential portion(s) of the *Premises* are not let or used by:

- a) local authorities or the department of social security,
- b) asylum seekers,

unless specifically noted and agreed by *Us*.

In the event of breach of any of the terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Roads, Pavements and Car Parks**

It is an important condition to *Our* liability that all insured roads, pavements and car parks for which *You* are responsible are fully made up and free from potholes and any other defects.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Sprinkler Maintenance**

It is an important condition to *Our* liability that any automatic sprinkler system at the *Premises* is:-

- a) in full and effective operation unless otherwise agreed by *Us*;
- b) maintained in good and efficient working order under a contract of maintenance by a suitably qualified engineer or contractor pursuant to which and half yearly inspections are carried out and any defects, faults or shortcomings revealed by such tests are rectified as soon as practicably possible, unless otherwise agreed by *Us* and a record of such tests will be kept elsewhere other than at the *Premises* and will be made available for inspection at any time;

throughout the currency of this *Policy*.

In the event of breach of any of the terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Subrogation**

Any claimant under this *Policy* shall at the request and at *Our* expense take and permit to be taken all practicable steps for enforcing rights against any other party in *Your* name before or after any payment is made by *Us*.

*We* shall be entitled to take over and conduct in *Your* name the defence or settlement of any claim or to prosecute at *Our* own expense and for *Our* own benefit any claim for reimbursement or *Damages* or otherwise.

### **Subrogation Apportionment**

In the event that, following a claim under the *Policy*, *We* take a decision to try to recover *Our* loss by means of subrogation proceedings, and an amount is properly included in the claim in respect of *Your* uninsured losses, then any recovery made from a defendant will be shared between *You* and *Us* as follows:-

- (a) Any legal costs and disbursements recovered from the defendant shall be added to the recovery for the purposes of the calculation in (b) and no apportionment of the recovery will take place until any dispute on costs has been resolved;
- (b) The total amount of *Our* legal costs and disbursements in pursuing the subrogation proceedings will be deducted from the total amount produced by (a) and will be refunded to *Us*;

The net amount remaining after the deduction in (b) will be divided between *You* and *Us* in the same proportion which *Your* uninsured losses bore to the total of the properly recoverable insured losses included within the claim.

### **Unoccupancy Condition**

- a) It is an important condition to *Our* liability that prior notice shall be given to *Us* by *You* when any permanent structure at the *Premises* or self-contained part thereof becomes *Unoccupied*, or upon *Your* discovery as soon as practicably possible. Following receipt of such notice,

*We* shall have the right to cancel the *Policy* in accordance with Cancellation and Cooling-Off Provisions.

Should *We* agree to continue to provide cover the condition as set out in Unoccupancy paragraph b) shall apply.

*We* shall have the right to impose any further conditions, terms, exclusions or limits that *We may* see fit as a condition of remaining on cover and/or charge an additional *Premium* in accordance with Change in Circumstances Provisions.

*Your* cancellation rights remain unaffected

- b) Should *We* continue to provide cover under this *Policy* coverage will automatically be limited to the Events of Fire, Lightning, Explosion and Aircraft unless otherwise agreed by *Us* for any permanent structures at the *Premises* that are *Unoccupied* following *Your* notification in accordance with Unoccupancy paragraph a) *Defined Events* are hereby restricted to Fire, Lightning, Explosion and Aircraft only.
- c) In circumstances where any permanent structure at the *Premises* or self-contained part thereof is or becomes *Unoccupied* it is an important condition to *Our* liability that:-
- i) all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes);
  - ii) all water tanks, apparatus, pipes and heating systems/radiators (other than those connected to an automatic sprinkler system) must be drained down;
  - iii) all practicable steps are taken to ensure that any permanent structure at the *Premises* are made secure against entry by intruders including, as a minimum:-
    - 1) securely locking and fastening all doors and windows;
    - 2) sealing any letter boxes;
    - 3) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order;
    - 4) boarding over all ground floor and any accessible windows;
  - iv) all combustible contents, trade refuse and waste materials will be removed from the interior of any permanent structure at the *Premises* and no accumulation of refuse and waste will be allowed in the adjoining yards or spaces for which *You* are responsible;
  - v) tanks containing fuel or other flammable liquids must be drained and purged within 7 (seven) days of the permanent structure at the *Premises* becoming *Unoccupied*;
  - vi) the *Premises* must be inspected at least once every 7 (seven) days by *You* or *Your* nominee in order to inspect the permanent structures both internally and externally and to carry out any work necessary to maintain the above security arrangements and that a record of such inspections will be kept elsewhere other than at the *Premises* and will be made available for inspection at any time and any evidence of forced or attempted forced entry or malicious *Damage* be reported to *Us* within 7 (seven) days of discovery;

- vii) *You* will give *Us* prior notice before commencing any *Renovation* of the permanent structures and *Renovations* will not be commenced without *Our* prior agreement in writing;
- viii) *You* will implement any additional protections *We* may require within the timescale specified;
- d) Where a self-contained part of any permanent structure at the *Premises* is *Unoccupied*, the requirements set out at (c) above apply in full, as conditions, to the *Unoccupied* part. If this is not feasible, it is a condition of continuation of cover that *You* contact *Us* as soon as practicably possible, and comply with any alternative requirements that *We* may impose.
- e) In the event that *Your* application for planning permission/consent is refused or withdrawn by the Local Planning Authority, all coverage under this *Policy* shall be cancelled in accordance with the Cancellation and Cooling-Off Provisions, and *You* shall be entitled to a return of *Premium* for the unexpired *Period of Insurance*, unless a loss has arisen for which *You* seek reimbursement under this *Policy* in which case *We* shall be entitled to the full *Premium*. Alternatively, if *Premium* has not yet been settled, a proportional return of *Premium* will be charged, unless a loss has arisen for which *You* seek cover under this *Policy* in which case *We* shall remain entitled to the full *Premium*.

In the event of breach of any of the terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### **Winding-up/bankruptcy**

This *Policy* shall cease with immediate effect if:

- a) the *Business* be wound up or carried on by a liquidator, receiver, creditor appointed body, administrator, put into receivership or discontinued
- b) *Your* interest ceases otherwise than by death or operation of law

Unless its continuance is agreed by *Us* and amended by *Endorsement*.

## GENERAL EXCLUSIONS

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The following *Policy* Exclusions are applicable to all Sections unless otherwise stated.

### 1. Nuclear Energy Risks Exclusion

This *Policy* excludes Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purposes of this *Policy*, Nuclear Energy Risks shall be defined as all first party and/or third party insurances in respect of:

- a) nuclear reactors and nuclear power stations or plant.
- b) any other premises or facilities whatsoever related to or concerned with:
  - (i) the production of nuclear energy or
  - (ii) the production or storage or handling of nuclear fuel or nuclear waste
- c) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

### 2. Micro-Organism Exclusion

This *Policy* does not cover any loss, *damage*, claim, cost, expenses or other sum in any way involving arising out of or relating to:

mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including for example any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is

- a) any physical loss or damage to insured property;
  - i) any insured *Defined Event* or cause, whether or not contributing concurrently or in any sequence;
  - ii) any one loss, occupancy or functionality; or
  - iii) any action required, including for example repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this *Policy* that provides insurance, in whole or in part, for these matters.

### 3. War and Civil War Exclusion

Despite anything to the contrary contained herein this *Policy* does not cover loss or damage *in any way* involving, occasioned by, happening through or in consequence of 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. Contamination and Pollution Exclusion

- a) This *Policy* shall not cover any loss or *damage* due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including for example foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health
- b) This Exclusion does not apply if such loss or *Damage* arises out of one or more of the following Events
  - Fire, Lightning, Explosion, Impact or Aircraft
  - Vehicle Impact, Sonic Boom



- Accidental Escape of Water from any Tank Apparatus or Pipe
  - Riot, Civil Commotion, Malicious *Damage*
  - Storm, Hail
  - Flood, Inundation
  - Earthquake
  - Landslip, *Subsidence*
  - Pressure of Snow, Avalanche
  - Volcanic Eruption
- c) All other terms and conditions of the *Policy* shall be unaltered and especially the exclusions shall not be superseded by this clause.

**5. Cyber and Data Exclusion** (applicable to the policy – Sections 1,2 & 3)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1. Cyber Loss;
  - 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

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

This exclusion does not apply to the cover provided by General Data Protection Act 1998 Extension and Data Protection Act 2018 Extension.

## 6. Radioactive Contamination and Explosive Nuclear Assemblies Exclusion

This *Policy* shall not cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 1.4 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
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

## 7. Terrorism Exclusion

Despite any provision to the contrary within this insurance or any *Endorsement* thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature anyway involving or caused by, or resulting from or in connection with any act of *Terrorism* regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This Exclusion also excludes loss, damage, cost or expense of whatsoever nature any way involving, caused by, resulting from or in connection with any action taken in controlling, preventing or 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.

## 8. Biological or Chemical Material Exclusion

This *Policy* excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## 9. Infectious or Contagious Disease Exclusion (Applicable to Sections 1,2 & 3)

Your insurance *Policy* does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

**10. Northern Ireland Overriding Exclusion Applicable to Insurances relating to Property in Northern Ireland Other than Private Dwellings**

**(Not applicable to Section 4 – Employers’ Liability and Section 3 - Property Owners Liability)**

Despite anything in this *Policy* or in any extensions or *Endorsements* this *Policy* does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting from caused by or happening through or in consequence of:

- (i) civil commotion
- (ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association.

–For the purpose of this exclusion:

*Unlawful Association*

means any organisation which is engaged in Terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

*Terrorism*

means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where *We* allege that by reason of the provisions of this Exclusion any loss, destruction or damage is not covered by this *Policy* the burden of proving that such loss, destruction or damage is covered shall be upon *You*.

This overriding Exclusion applies to this *Policy* and to any extensions thereof, whether such extensions be issued before or after this overriding Exclusion except only if an extension is issued which expressly cancels this overriding Exclusion.

**11. Sonic Bangs**

The this *Policy* does not cover damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

**12. Trade Exclusion**

This *Policy* does not cover any loss, damage or liability arising in connection with *Your* trade, business or profession other than in *Your* capacity as Landlord of the *Premises*.

**13. Motor Exclusion**

This *Policy* does not cover any loss, damage or liability in connection with motor vehicles and accessories in or upon the vehicles, except as expressly mentioned as insured

**14. Explosives Exclusion**

This *Policy* does not cover any loss, damage or liability in connection with explosives.

**15. Livestock Exclusion**

This *Policy* does not cover any loss, damage or liability in connection with livestock except as expressly mentioned as insured.

**16. Money Exclusion**

This *Policy* does not cover any loss, damage or liability in connection with cash currency and/or banknotes, stamps, bonds, bills of exchange, promissory notes, securities for money, negotiable documents or other documents except as expressly mentioned as insured.

**17. Disposed Premises Exclusion**

This *Policy* does not cover any cost of remedying any defect or alleged defect in *Premises* disposed of by the *You*.

## 18. Known Loss Exclusion

This *Policy* does not cover any loss, damage or liability arising from any known event. Actual or alleged liability arising from any event of which any Landlord or any manager or *Your Employee* of an equivalent-level was aware prior to the *Period of Insurance*, irrespective of whether such person believed or expected such event would involve this *Policy*.

## 19. Joint Venture Exclusion

This *Policy* does not cover any Joint Venture partners' and joint venture losses arising from *Bodily Injury*, Personal Injury, *Property Damage*, Advertising Injury of the joint venture itself, where *You* are a partner or of a joint venture partner of *You* only where such liabilities have been contracted out; But this Exclusion shall not apply if *You* are a party to any Joint Venture agreement where *You* are responsible for 100% liability and this policy shall cover *Your* liability arising out of *Your* participating interest in said Agreement subject always to *Our* limit of liability under this *Policy* being limited to the product of:

- a) the percentage interest of *You* as stated in the Agreement, and
- b) the total limit of liability insurance afforded to *You* by this *Policy*

## 20. Asbestos Exclusion (applicable to sections 1, 2 and 3 only)

This *Policy* does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to 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.

## 21. Additional Exclusions (Applicable to Section 1 – Buildings and Section 2 – Rental Income only)

These Sections do not cover;

- A. *Damage* caused by or consisting of;
- i) inherent or latent defect, *Wear and Tear*, frost, faulty or defective design or materials
  - ii) the bursting by steam pressure of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under *Your* control other than any boiler or economiser on the *Premises* used for domestic purposes, such as a hot water and/or central heating/ventilation system.

But this shall not exclude subsequent *Damage* or subsequent loss resulting from *Damage* which itself results from a cause not otherwise excluded.

- B. *Damage caused* by or consisting of:
- i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - ii) change in temperature, colour, flavour, texture or finish
  - iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
  - iv) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates
  - v) in respect of Section 2 Rental Income - the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services

But this will not exclude;

- i) such *Damage* not otherwise excluded which itself results from a *Defined Event* or from any other accidental loss destruction or *Damage*
  - ii) subsequent *Damage* which results from a cause not otherwise excluded.
- C. Infidelity or dishonesty of *You* or any *Employee* or other persons to whom *Property Insured* may be entrusted, nor loss, destruction or damage resulting from *You* voluntarily parting with title or

possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence or any unexplained loss or loss or shortage disclosed on taking inventory.

- D. *Damage* caused by or consisting of;
- a) *Subsidence, Landslip or Heave* unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
  - b) *Settlement* or bedding down of new structures
- E. *Damage* caused by or consisting of or arising directly or indirectly from;
- a) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  - b) in respect of Section 2 Rental Income:
    - i) erasure, loss, distortion or corruption of information on computer systems or other records, programs or software caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons
    - ii) other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from a *Defined Event* insofar as it is not otherwise excluded
- F. *Damage* to a *Building* or structure caused by its own collapse or cracking unless resulting from a *Defined Event* in so far as it is not otherwise excluded.
- G. *Damage* in respect of movable property in the open, fences and gates by theft, wind, rain, hail, sleet, snow, flood or dust.
- H. *Damage* in respect of *Unoccupied Buildings* unless resulting from fire, lightning, aircraft or explosion.
- I. *Damage* in respect of;
- a) *Glass* (other than fixed *Glass*), china, earthenware, marble or other fragile or brittle objects
  - b) in respect of Section 1 *Buildings* - curiosities or works of art other than such *Damage* caused by a *Defined Event* and not otherwise excluded.
- J. Unless specifically mentioned as insured under Section 1 *Buildings*;
- a) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
  - b) land, roads, pavements, piers, jetties, bridges, culverts or excavations.
- K. In respect of Section 1 *Buildings* - property which at the time of the happening of *Damage* is insured by or would but for the existence of this *Policy* be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
- L. In respect of Section 1 *Buildings* - any property more specifically insured by or on behalf of *You*
- M. Any loss in excess of £10,000 for *Damage* by malicious person(s) where the person(s) who caused the *Damage* was lawfully allowed on the *Premises* at the time of the loss. *Our* maximum liability will be £10,000 any one loss in respect of *Damage* caused by malicious person(s) lawfully allowed on the *Premises* at the time of the loss.
- N. *Damage* caused as a result of or in consequence of any *Building* work(s) falling outside of and not categorized within the definition of *Renovation* unless specifically agreed otherwise by *Us*.
- O. *Damage* caused by or consisting of or arising from or any way involving the application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers unless specifically agreed in writing by *Us*.
- P. Any liability assumed by *You* by a contract or agreement entered into by *You* and which would not have attached in the absence of such agreement.
- Q. damage to property which is leased, let, rented, hired or lent to or which is the subject of a bailment

to *You*.

R. Theft by persons legally on the *Premises*.

## SECTION 1 - BUILDINGS

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### Section Definitions

In addition to the General Definitions the following Section Definitions apply to this Section only and shall keep the same meaning wherever they appear in the Section in Italics. In the event of any inconsistency, the Section Definitions shall prevail.

### **Architects Surveyors Legal and Consulting Engineers**

**Fees** means: The cost of employing architects surveyors lawyers and consulting engineers in the reinstatement or repair of the *Property Insured* consequent upon its *Damage* but not for preparing any claim.

### **European Community and**

**Public Authorities** means: Such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of;

- a) European Community Legislation or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (hereafter referred to as 'the Stipulations') which governs the construction, alteration and reinstatement of buildings.

Excluding;

- i) the cost incurred in complying with the Stipulations:-
  - i. in respect of *Damage* occurring prior to the granting of this *Policy*
  - ii. in respect of *Damage* not insured by this Section
  - iii. under which notice has been served upon *You* prior to the happening of the *Damage*
  - iv. for which at the time of *Damage* there is an existing requirement which has to be implemented within a given period
  - v. in respect of property entirely undamaged by any *Defined Event* hereby *You* against
- ii) the additional cost that would have been required to make good the property lost destroyed or *Damaged* to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- 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.

**Removal of Debris** means: Costs and expenses incurred by *You* with *Our* consent in:

- a) removing debris;
- b) dismantling and/or demolishing;
- c) shoring up or propping of the portions of the *Property Insured*;
- d) clearing drains sewers and gutters at the *Property Insured*; as a result of *Damage* hereby insured.

*We* will not pay for any costs or expenses;

- i) incurred in removing debris except from the site of such property *Damaged* and the area immediately adjacent to such site
- ii) arising from pollution or contamination of property not insured by this Section.

**Unless Section 1.2 – Buildings is shown as applicable in the Schedule, We will cover You in accordance with the provisions of Section 1.1 – Buildings (Reinstatement Basis of Settlement)**

**Section 1.1 – Buildings (Reinstatement Basis of Settlement)**

**Cover and Basis of Settlement**

*We* agree that if, during the *Period of Insurance*, an item of *Property Insured* at the *Premises* sustains *Damage* by any *Defined Events* then *We* will pay *You*:-

- (i) Where reinstatement or replacement takes place in accordance with the terms of the Special Conditions set out below, the *Cost of Reinstatement*;
- (ii) Where reinstatement or replacement does not take place in accordance with the terms of the Special Conditions set out below reimbursement on the basis of the terms and conditions set out at Section 1.2 of this *Policy*.

**Special Conditions**

- i) *Our* liability for the repair or replacement of *Property Insured* damaged in part only shall not exceed the amount which would have been payable had such *Property Insured* been wholly lost or destroyed.
- ii) No payment beyond the amount which would have been payable in the absence of this Reinstatement Basis of Settlement shall be made:-
  - a. unless reinstatement commences and proceeds without delay;
  - b. until the *Cost of Reinstatement* shall have been actually incurred;
  - c. if the *Property Insured* at the time of the *Damage* shall be covered by any other insurance effected by *You* or on *Your* behalf which is not upon the same basis of reinstatement.

**Limit of Liability**

*Our* liability in respect of all incidents of *Damage* to an item of *Property Insured* during the *Period of Insurance* shall be limited as follows:

- (i) If an individual *Sum Insured* is specified on the *Policy Schedule* for that item, *Our* liability shall be limited to that *Sum Insured*;
- (ii) In any event, *Our* liability shall in no circumstances exceed, in the aggregate, the total *Sum Insured* for the category of *Property Insured* on the *Schedule* under which that item falls.

**But:-**

- (i) In the event that, at the time of *Damage* any *Buildings* are awaiting refurbishment, redevelopment or renovation, then *We* shall not be liable for any costs which would have been incurred by *You* in the absence of such *Damage* as part of that work.
- (ii) In the event that, at the time of *Damage* any *Buildings* are the subject of an existing contract or order for demolition then *Our* liability shall be limited to *Removal of Debris*.



### **Excess**

We will not cover You for the amount of the *Excess* specified in the *Schedule*. The *Excess* shall not be reduced in the event that the Underinsurance clause applies to Your claim.

### **Underinsurance Average Condition**

Each item insured under this Condition is declared to be separately subject to the following Condition of Underinsurance, namely;

If at the time of repair or rebuilding or replacement the *Cost of Reinstatement* which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the *Sum Insured* thereon at the commencement of any *Damage* to such property then You shall be considered as being Your own insurer for the difference between the *Sum Insured* and the sum representing the *Cost of Reinstatement* of the whole of the property and shall bear a rateable proportion of the loss accordingly.

### **General**

All the terms and conditions of this *Policy* shall apply:-

- (a) where claims are payable under the provision of this Reinstatement Basis of Settlement except insofar as it is varied hereby;
- (b) where claims are payable as if this Reinstatement Basis of Settlement has not been incorporated pursuant to Section 1.1 of this *Policy*.

## **Section 1.2 – Buildings**

(applicable only if specified in the *Policy Schedule*)

### **Cover and Basis of Settlement**

We agree that if, during the *Period of Insurance*, an item of *Property Insured* at the *Premises* sustains *Damage* by any *Defined Events* then We will pay You the value of the property at the time of its *Damage* or the amount of *Damage* (whichever is less) or, at Our option, reinstate, repair or replace such property or any part of it.

### **Limits of Liability**

Our liability in respect of all incidents of *Damage* to an item of *Property Insured* during the *Period of Insurance* shall be limited as follows:-

- (i) If an individual *Sum Insured* is specified on the *Policy Schedule* for that item, Our liability shall be limited to that *Sum Insured*.
- (ii) In any event, Our liability shall in no circumstances exceed, in the aggregate, the total *Sum Insured* for the category of *Property Insured* on the *Policy Schedule* under which that item falls.

**But:-**

- (i) In the event that, at the time of *Damage* any *Buildings* are awaiting refurbishment, redevelopment or renovation, then We shall not be liable for any costs which would have been incurred by You in the absence of such *Damage* as part of that work.
- (ii) In the event that, at the time of *Damage* any *Buildings* are the subject of an existing contract or order for demolition then Our liability shall be limited to *Debris Removal Costs*.

### **Excess**

We will not cover You for the amount of the *Excess* specified in the *Schedule*. The *Excess* shall not be reduced in the event that the Underinsurance clause applies to Your claim.

If We opt to reinstate, repair or replace the item in accordance with their rights as set out above, You will be responsible for paying the *Excess* directly to the supplier or contractor instructed by Us to carry out the work unless the cost of the work is less than the *Excess* in which case You will pay such lesser amount.

### **Underinsurance Average Condition**

Each item insured under this Condition is declared to be separately subject to the following Condition of Underinsurance, namely;

If at the time of repair or rebuilding or replacement the *Cost of Reinstatement* which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the *Sum Insured* thereon at the commencement of any *Damage* to such property then You shall be considered as being Your own insurer for the difference between the *Sum Insured* and the sum representing the *Cost of Reinstatement* of the whole of the property and shall bear a rateable proportion of the loss accordingly.

## **Extensions Applicable to Section 1 – Buildings**

### **Landlords Contents**

This Section extends to include *Damage* to *Landlords Contents* for the *Sum Insured* stated in the *Schedule*.

However, if, at the time of any *Damage*, the *Sum Insured* stated in the *Schedule* is less than the full value of the *Property Insured* by that item, the amount payable by *We* will be proportionately reduced.

### **Reinstatement of *Sum Insured***

In the event of loss the *Sum Insured* by this Section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by Us or by *You* and *You* undertake a payment of such necessary *Premiums* as may be required for such reinstatement from that date.

### **Sale of *Property Insured***

If at the time of *Damage* to any *Building* insured under this Section *You* shall have contracted to sell Your interest in such *Building* and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the purchaser against such *Damage* shall be entitled to the benefits of this Section of the *Policy* so far as it relates to such *Damage* without prejudice to Your or Our rights and liabilities under this Section up to the date of completion.

### **Services Clause**

The insurance by each item of *Property Insured* extends to cover telephones, gas, water and electric instruments, meters, piping, cabling and accessories including similar property in the adjoining yards and roadways or underground (and pertaining to any *Building You* by this section), all belonging to *You* or for which *You* are responsible.

**The following Extensions apply unless shown as otherwise on the Schedule:**

### **Additional Metered Water Charges**

Additional metered water charges incurred by *You* as a result of *Damage* except those in respect of any loss which has not been discovered and remedial action taken within 30 (thirty) days of the occurrence of the *Damage* provided that the maximum amount payable under this Extension in any one *Period of Insurance* shall not exceed £5,000, unless specified otherwise on the *Schedule*.

### **Book Debts**

In the event of *Damage* to, *Your* books of account or other business books or records at the *Premises* during the *Period of Insurance* by any *Defined Events* insured against under this *Policy* and in consequence of the *Damage*, *You* are unable to trace or establish the *Outstanding Debit Balances* in whole or in part due to them then *We* will pay to *You* the amount of loss resulting from such *Damage* in accordance with the provisions herein contained.

Provided that *Our* liability shall not exceed:

- the total *Sum Insured* stated in the *Schedule* at the time of the *Damage*
- the *Sum Insured* remaining after deduction for any other *Damage* during the same *Period of Insurance*, unless *We* have agreed to reinstate any such *Sum Insured*.

The insurance under this *Policy* is limited to the loss sustained by *You* in respect of *Outstanding Debit Balances* directly due to the *Damage* and the amount payable in respect of any one occurrence of *Damage* shall not exceed;

- 1) the difference between:
  - a) *Outstanding Debit Balances* and
  - b) the total of the amounts received or traced in respect thereof
- 2) the additional expenditure incurred with the previous *Our* consent in tracing and establishing Customers' debit balances after the *Damage* provided that if the *Sum Insured* by this Item be less than the *Outstanding Debit Balances* the amount payable shall be proportionately reduced.

We will pay the charges payable by You to their professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by Us under the terms of this Policy and reporting that such particulars or details are in accordance with Your books of account or other business books or documents provided that the sum of the amount payable under this Extension shall in no case exceed the total *Sum Insured*.

Our liability under this Extension is limited to £10,000 in the aggregate during the *Period of Insurance* unless specified otherwise on the *Schedule*.

### Capital Additions

Subject to its terms and conditions;

- a) any newly acquired and/or newly erected *Buildings* or *Buildings* in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured and
- b) alterations additions and improvements to *Buildings* but not in respect of any appreciation in value anywhere in the *Territorial Limits* provided that;
  - i) at any one situation this cover shall not exceed 10% of the *Sum Insured* by this Section but in no case exceeding £1,000,000
  - ii) You undertake to give particulars of such extension of cover as soon as possible and in any event within 6 (six) months of any newly acquired and/or newly erected *Buildings* or alterations additions and improvements to *Buildings* and to effect specific insurance thereon retrospective to the date of the commencement of *Our* liability
  - iii) the provisions of this Extension shall be fully maintained despite any specific insurance effected under (ii) above.

### Damage to Landscaped Gardens

The cost of restoring any *Damage* to landscaped gardens including trees by the Emergency Services in attending the *Premises* as a result of *Damage* insured by this Section provided that the maximum amount payable under this Extension in any one *Period of Insurance* shall not exceed £25,000, unless specified otherwise on the *Schedule*.

### Damage to Cables and Underground Pipes

The cost of repairing *Damage* for which You are responsible to cables and underground pipes and drains (and their inspection covers) on the *Property Insured* or connecting them to the public mains subject to the terms and conditions of the *Policy* provided that the maximum amount payable under this extension in any one *Period of Insurance* shall not exceed £5,000, unless specified otherwise on the *Schedule*.

### Extinguishment and Alarm Resetting Expenses

The costs incurred by You in refilling fire extinguishing appliances replacing used sprinkler heads and resetting fire or intruder alarms as a result of *Damage* to the *Property Insured* provided that the maximum amount payable under this Extension in any one *Period of Insurance* shall not exceed £5,000, unless specified otherwise on the *Schedule*.

### Glass

Breakage of *Glass* at the *Premises* as specified in the *Schedule* including;

- a) The cost of boarding up rendered necessary by such breakage
- b) The cost of repairing or replacing window frames and framework consequent upon the breakage of *Glass*
- c) The cost of refitting alarm foil consequent upon the breakage of *Glass*.

We do not cover;

- a) The amount of the *Excess* specified in the *Schedule*
- b) Any breakage arising out of or contributed to by: -

- i) alterations or repairs to the *Premises* or occurring whilst the *Premises* are empty or not in use
- ii) defects in frames, framework or other fittings.

Provided that *Our* liability shall not exceed £5,000 in respect of any one claim during the *Period of Insurance* unless specified otherwise on the *Schedule*.

### **Personal Possessions**

Directors, partners, customers, visitors and *Employees* personal effects of every description (other than motor vehicles) within the *Premises* insofar as they are not otherwise Insured for an amount not exceeding £500 in respect of any one person, unless specified otherwise on the *Schedule*.

### **Removal of Debris - Tenants Contents**

The irrecoverable costs and expenses (insofar as they are not otherwise insured) incurred by *You* with *Our* consent in removing from the *Property Insured* the debris of contents (not being *Your* property) as a result of *Damage* hereby insured.

*We* will not pay for any costs or expenses;

- 1) incurred in removing debris except from the site of such property destroyed or *Damaged* and the area immediately adjacent to such site
- 2) arising from pollution or contamination of property not insured by this Section

Provided that the maximum amount payable under this Extension in any one *Period of Insurance* shall not exceed £5,000, unless specified otherwise on the *Schedule*.

### **Theft of Keys**

The costs incurred in replacing external keys and door locks at the *Property Insured* following the loss of keys by;

- a) theft from the *Property Insured* or Registered Office or from the home of
- b) theft following hold-up whilst such keys are in the personal custody of

*You* or any principal, director, partner or *Employee* authorised to hold such keys or reasonable evidence that the keys have been duplicated by an unauthorised person.

Provided that the maximum amount payable under this Extension in any one *Period of Insurance* shall not exceed £5,000, unless specified otherwise on the *Schedule*.

### **Trace and Access**

The costs incurred by *You* in locating the source and subsequent making good of

*Damage* resulting from;

- a) the escape of water from any tank, apparatus or pipe serving the *Property Insured*
- b) accidental *Damage* to cables, underground pipes and drains serving the *Property Insured*

Provided that in respect of a) the *Defined Events* of escape of water from any tank apparatus or pipe is operative or in respect of b) NPO01 - Accidental Damage Extension is operative.

The maximum amount payable under this Extension shall not exceed in any one *Period of Insurance* £5,000, unless specified otherwise on the *Schedule*.

### **Unauthorised Use of Utilities**

The cost of metered electricity, gas or water for which *You* are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the *Property Insured* without *Your* authority provided that *You* shall take all practical steps to terminate such unauthorised use as soon as it is discovered and provided further that the maximum amount payable under this Extension shall not exceed in any one *Period of Insurance* £10,000, unless specified otherwise on the *Schedule*.

## **Conditions applicable to Section 1 - Buildings**

### **Mortgagees and Other Interests**

The interest of the Leaseholder(s), Mortgagee(s) and Tenant(s) in the individual portions of the *Property Insured* to which their interest applies is noted such interest to be advised to *Us* in the event of a claim. In addition, if, without *Your* knowledge or the Mortgagee(s) or in circumstances that are beyond their control, there is a change in the use of the *Premises* which constitutes an increase in the risk of *Damage*, cover under this *Policy* shall not be prejudiced provided that *You* or Mortgagees shall, as soon as practicably possible, on becoming aware thereof give notice in writing to *Us* and on demand pay such additional premium as *We* may require.

### **Repairs and Alterations**

Joiners and other tradesmen may be employed to effect *Renovation* in the *Premises* without prejudice to the insurance.

### **Subrogation Waiver**

In the event of a claim arising under this Section *We* agree to waive any rights remedies or relief to which they might have become entitled by subrogation against;

- a) any company standing in relation of Parent to Subsidiary (Subsidiary to Parent) to *You* as defined in the Companies Act or the Companies (N.I.) Order as appropriate current at the time of *Damage*
- b) any company which is a subsidiary of a Parent Company of which *You* are themselves a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I.) Order as appropriate current at the time of *Damage*
- c) any tenant provided that;
  - i) the *Damage* did not result from a criminal fraudulent or malicious act of the tenant and
  - ii) the tenant contributes to the cost of insuring the *Property Insured* against the event which caused the *Damage*.

### **Unoccupied Buildings**

- a) Whenever the *Property Insured* by this Section or any part of it is *Unoccupied* the Unoccupancy Conditions will apply
- b) *We* must be notified in writing as soon as practicably possible, if any *Unoccupied Building* or *Unoccupied* portion of a *Building insured* becomes occupied or any occupied *Building* becomes *Unoccupied* and a suitable extra premium paid if required.

In the event of breach of any of terms a) or b) above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Value Added Tax**

To the extent that *You* are registered with and accountable to or should, according to the applicable laws at the time, be registered with and accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

## SECTION 2 – RENTAL INCOME

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### **Section Definitions**

The following Section Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section. They should also be read in conjunction with the Definitions. In the event of any inconsistency, the Section Definitions shall prevail.

Premises means the *Property Insured*

In the event of *Damage* to the *Premises* insured under Section 1 (and the *Business* carried out by *You* at the *Premises* stated in the *Schedule* being interrupted or interfered with as a consequence of the *Damage* We will (subject to the terms definitions exclusions and conditions of the *Policy*) pay *You* the amount of loss arising as a result in accordance with the following provisions.

The insurance is limited to loss due to;

- i) loss of *Gross Rentals*
- ii) increase in cost of working

and the amount payable as under this Section shall be;

- i) the amount by which the *Gross Rentals* during the *Indemnity Period* shall in consequence of the *Damage* fall short of the *Standard Gross Rentals*
- ii) the additional expenditure incurred including the cost of re-letting the *Premises* (including legal fees) for the sole purpose of avoiding or diminishing the loss of *Gross Rentals* which but for that expenditure would have taken place during the *Indemnity Period* in consequence of the *Damage* but not exceeding the amount of the reduction in *Gross Rentals* avoided

less any sum saved during the *Indemnity Period* in respect of such charges or expenses of the *Business* as may cease or be reduced in the consequence of the *Damage*

provided that;

- 1) payment shall have been made or liability admitted under Section 1 of this *Policy* in respect of such *Damage*
- 2) if the *Sum Insured* by this Section be less than twice the *Annual Gross Rentals* (or to a proportionately reduced multiple where the *Indemnity Period* is less than 24 (twenty-four) months or to a proportionately increased multiple where the *Indemnity Period* is greater than 24 (twenty four) months) the amount payable shall be proportionately reduced.

### **Alternative Trading**

If during the *Indemnity Period* accommodation shall be provided or services rendered elsewhere other than at the *Premises* for the benefit of the *Business* either by *You* or others on their behalf the money paid or payable in respect of such accommodation and services shall be brought into account in arriving at the *Gross Rentals* during the *Indemnity Period*.

### **Automatic Rent Review**

Where the *Gross Rentals* are subject to a rent review during the *Period of Insurance* the relevant *Sum Insured* will be automatically increased to reflect the revised *Gross Rentals* earned up to a maximum increase of 100% of the *Sum Insured* on *Gross Rentals* stated in the *Schedule*.

No additional premium will be charged for this increase in cover during the *Period of Insurance* provided that *You* advise *Us*, prior to renewal, of the revised *Gross Rentals* for the ensuing *Period of Insurance*.

## **Buildings Awaiting Sale**

If at the time of the *Damage* *You* have contracted to sell *Your* interest in the *Buildings* and the sale is cancelled or delayed solely in consequence of the *Damage* the amount payable under this Section may at *Your* option be amended as follows;

- a) during the period prior to the date upon which but for the *Damage* the sale of the *Buildings* would have been completed:

reduction in *Gross Rentals*, being the amount by which the *Gross Rentals* earned during the *Indemnity Period* will, in consequence of the *Damage*, fall short of the *Standard Gross Rentals*

- b) during the period commencing with the date upon which but for the *Damage* the sale of the *Buildings* would have been completed and ending with the actual date of sale or with the expiry of the *Indemnity Period* if earlier:

the loss of interest, being:

- i) reasonable interest actually incurred on capital borrowed in connection with the *Business* solely to replace (in whole or in part) the loss of use of the sale proceeds
- ii) reasonable investment interest lost on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under i. above)
- c) additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or minimising the loss payable under paragraphs a) or b) above, but not exceeding the amount of the reduction avoided by such expenditure.

Provided that *Our* liability under this Extension and the section will not exceed the *Sum Insured* set against the item on *Gross Rentals* in the *Schedule* plus any payment under the Automatic Rent Review Extension in any one *Period of Insurance*.

## **Capital Additions**

This Section extends to include within the *Sum Insured Gross Rentals* in respect of;

- a) alterations, additions, extensions and improvements to the *Premises* insured
- b) newly acquired and or newly erected buildings anywhere in the *Territorial Limits* provided they are not otherwise insured

Provided that;

- i) at any one *Premises* the cover shall not exceed 10% of the total *Sum Insured* on *Gross Rentals* or £1,000,000 whichever is the less
- ii) *You* undertake to give particulars of such extension of cover as soon as possible and in any event within 6 (six) months of any newly acquired and/or newly erected *Buildings* or alterations, additions and improvements to *Buildings* and to effect specific insurance thereon retrospective to the date of the commencement of *Our* liability
- iii) the provisions of this Extension shall be fully maintained despite any specific insurance effected under ii) above.



### **Denial of Access and Loss or Damage at Managing Agents Premises**

Subject to the conditions of the *Policy* loss resulting from interruption of or interference with the *Business* in consequence of *Damage*;

- a) to property within 1km ( $\frac{5}{8}$  mile) of the *Premises* destruction of or damage to which shall prevent or hinder the use of the *Premises* or access thereto whether the *Premises* or property of *You* therein shall be *Damaged* or not (but excluding loss, destruction of or damage to property of any supply undertaking from which *You* obtain electricity, gas or water or telecommunications services which prevent or hinder the supply of such services)
- b) to property at the premises of *Your* Managing Agents but within 1km ( $\frac{5}{8}$  mile) of the *Premises*
- c) shall be deemed to be loss resulting from *Damage* to *Property* at the *Premises* insured

The maximum amount payable under this Extension in any *Period of Insurance* shall not exceed an *Indemnity Period* of ninety (90) days or a limit of £50,000 whichever is the lesser.

### **Failure of Public Supply**

Subject to the conditions of the *Policy* loss resulting from interruption of or interference with the *Business* in consequence of *Damage* to property at any;

- a) generating station or sub station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works and pumping stations of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking

from which *You* obtains electricity, gas, water or telecommunication services within the *Territorial Limits* shall be deemed to be loss resulting from *Damage* to *Property* at the *Premises*.

The maximum amount payable under this Extension in any *Period of Insurance* shall not exceed an *Indemnity Period* of ninety (90) days or a limit of £50,000 whichever is the lesser.

### **Limit of Liability**

The maximum payable during any *Period of Insurance* under this Section is the *Sum Insured* shown in the *Schedule* plus any payment made under the Rent Review Extension.

## **New Business**

For the purpose of any claim arising from *Damage* occurring before the completion of the first year's trading of the *Business* at the *Premises* *Definitions Annual Gross Rentals* and *Standard Gross Rentals* shall bear the following meanings and not as within stated;

**Annual Gross Rentals** - The proportional equivalent for a period of 12 (twelve) months of the *Gross Rentals* realised during the period between the commencement of the *Business* and the date of the *Damage*

**Standard Gross Rentals** - The proportional equivalent for a period equal to the *Indemnity Period* of the *Gross Rentals* realised during the period between the commencement of the *Business* and the date of the *Damage*

To which adjustments shall be made as may be necessary to provide for the trend of the *Business* and for variation in or special circumstances affecting the *Business* either before or after the *Damage* or which would have affected the *Business* had the *Damage* not occurred so that the figures thus adjusted shall represent as nearly as may be practicably possible the results which but for the *Damage* would have been obtained during the relative period after the *Damage*.

## **Payments on Account**

In the event of loss *We* will make monthly payments on account during the *Indemnity Period* to *You* if desired.

## **Professional Accountants Charges**

*We* will reimburse *You* in respect of fees payable by *You* to *Your* professional accountants for producing any particulars or details contained in *Your Business* books or documents or other such proofs information or evidence as *We* may require under the terms of the Claims Procedure (page 50) of the *Policy* and reporting that such particulars or details are in accordance with *Your Business* books or documents.

## **Rent Free Period**

If at the date of the *Damage* any *Premises* are subject to a rent free period under the terms of the lease then the *Indemnity Period* stated in the *Schedule* shall be adjusted by adding the unexpired portion of the rent free period to the number of years shown in the *Schedule* provided that *Our* liability does not exceed the *Sum Insured* stated in the *Policy*.

## **Sale of Property Insured**

If at the time of *Damage* to the *Premises* *You* have contracted to sell *Your* interest in the *Building* and the purchase has not been but shall be thereafter be completed the purchaser on completion of the purchase if and so far as the *Gross Rentals* are not otherwise insured by or on behalf of the purchaser against such *Damage* shall be entitled to the benefits of this Section of the *Policy* so far as it relates to such *Damage* without prejudice to the rights and liabilities of *You* or *Us* under this Section up to the date of completion.

## **Unoccupied Buildings**

Where *Gross Rental* is insured in respect of any *Unoccupied Buildings* in the event of *Damage* *You* must show that but for the *Damage* *Gross Rentals* would have been earned and will be required to support a claim for loss of *Gross Rentals* by submitting reasonable evidence of the amount of *Gross Rental* and the date from which it would have been earned.

*We* will have regard;

- a) to actual negotiations with prospective tenants both before and after *Damage*
- b) for demand for similar accommodation in the locality
- c) of the general level of rents applying.

If required by *Us* the advice of a professional valuer acceptable to both *You* and *Us* will be sought and such fees will be included in the reimbursement under this Extension.

## **Value Added Tax**

To the extent that *You* are registered with and accountable to or should, according to the applicable laws at the time, be registered with and accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

## SECTION 3 – PROPERTY OWNERS LIABILITY

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### Section Definitions

The following Section Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section. They should also be read in conjunction with the Definitions. In the event of any inconsistency, the Section Definitions shall prevail.

**Damage** means: accidental physical loss or destruction of or damage relating to material property not being the property belonging to *You* or in *Your* charge or under *Your* control.

### **Cover and Basis of Settlement**

*We* will reimburse *You* against all sums *You* shall become legally liable to pay as *Damages* and

*Claimant's Costs* and expenses arising out of accidental;

- a) *Bodily Injury* to any person other than an *Employee*
- b) *Damage* to material property
- c) nuisance or trespass, obstruction, loss of amenities or interference with any right of way, air, light or water or other easement

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

### **Additional Persons Insured**

*You* shall extend to include the deceased's legal personal representatives in the event of the death resulting from *Bodily Injury* of any person entitled to reimbursement under this Section but only in respect of liability incurred by such deceased person.

At *Your* request of *We* will reimburse any of *Your* directors or an *Employee* in respect of liability arising in connection with the ownership of the *Premises* described in the *Schedule* under the terms of this Section.

Provided always that;

- a) each such additional person insured as though they were *You* must observe fulfil and be subject to the terms of this *Policy* insofar as they can apply
- b) *We* shall retain the sole conduct and control of all claims.

### **Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at *Our* request in connection with a claim in respect of which *You* are entitled to reimbursement under this Section, *We* will provide compensation to *You* at the following rates per day for each day on which attendance is required;

- a) any director or partner of *You* £250
- b) any *Employee* £100.

### **Cross Liabilities Clause**

If more than one *Insured* is referred to in the *Schedule* each *Insured* so named shall be considered as a separate and distinct entity and the word *You* shall be construed as applying to each separate *Insured* in the same manner as if a separate *Policy* had been issued to each.

Provided always that the liability of *We* for all *Damages* payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed in the aggregate the *Limit of Indemnity* stated in the *Schedule* irrespective of the number of *Insured* parties involved.

## General Data Protection Act 1998 Extension

*We* will reimburse *You* in respect of liability arising under the General Data Protection Act 2018 to pay compensation for

*Damages* or distress, provided that:

- a) the process of registration under the above Act has been commenced or completed by *You* and the application has not been refused or withdrawn;
- b) no liability arises as a result of the provision by *You* of the services of a Data Processor.

Our total liability including all costs and expenses shall not exceed £250,000 during any one *Period of Insurance*.

For the purposes of this extension the phrases or words Data Processor and Data shall carry the same meaning as defined under the Data Protection Act 1998.

The reimbursement will not apply to legal liability:

- a) in respect of the recording or provision of Data for reward or for determining the financial status of any person; or
- b) which arises as a result of *Your* deliberate act or omission and which could reasonably have been expected by *You*  
with regard to the nature and circumstances of such act or omission.

## Data Protection Act 2018 Extension

*We* will reimburse *You* in respect of legal liability to pay 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 *You* 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 *Us* as soon as practicably possible, *We* will not deny any subsequent claim arising out of that circumstance solely because the claim was made after the expiry date of the *Policy*.

*Our* 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

*We* 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**

*We* shall be entitled to refuse to pay any claim under this Extension in its entirety if *You* have not paid any fees required to be paid by any data protection authority.

### **Defective Premises Act**

This Section subject otherwise to the terms of the *Policy* and within the *Limit of Indemnity* extends to reimburse *You* against liability for *Bodily Injury*, loss or *Damage* arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the *Business* and since disposed of by *You* provided that;

- 1 this extension shall not reimburse *You* in respect of loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect therein
- 2 *We* will not be liable under this extension if *You* are entitled to reimbursement under any other insurance.

### **Discharge of Liability Clause**

*We* may pay the Limit of Liability or any lesser amount for which any claim or claims against *You* can be settled and *We* shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

### **Limit of Liability**

*Our* liability for all *Damages* payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the Limit of Liability stated in the *Schedule* irrespective of the number of insured parties or claimants involved.

In addition *We* will pay;

- 1 all other defence costs and expenses incurred with *Our* prior written consent
- 2 the legal costs and expenses incurred with *Our* written consent for the defence of prosecution brought under Section 36 or 37 of the Health and Safety at Work Act 1974 for any alleged offence as detailed in Section 33(1) (a) (b) or (c) of the Act or under the Health and Safety at Work (Northern Ireland) Order 1978 under Article 31 including legal costs and expenses incurred with *Our* consent in an appeal against conviction arising from such proceedings provided that:
  - a) the proceedings relate to the health, safety and welfare of persons other than *Employees*
  - b) *We* will not reimburse *You* in respect of
    - i) fines and penalties
    - ii) costs or expenses insured elsewhere.

## Exclusions Applicable to Section 3

### 1. Computer Hardware and Systems Exclusion

The insurance by this Section does not reimburse *You* for any sums for which *You* are liable to pay as a result of any claim(s) made against *You* or for any associated defense costs or expenses of any kind from any liability arising directly or indirectly out of;

- a) loss of alteration of or *Damage* to or
- b) a reduction in the functionality availability or operation of

a computer system or programme, hardware, data information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of *Yours* e-activities.

For the purpose of this Exclusion, e-activities means any use of electronic networks including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar medium carried out by *You* or by any person, persons, partnership, firm or company acting for *You* or on *Your* behalf.

### 2. Legionellosis Exclusion

The insurance by this Section does not cover any loss, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to Legionellosis, including for example any action required to repair, replace, remove, cleanup, dispose of or relocate any property or party, or any other measure(s) taken to address medical or legal concerns.

### 3. Pathogenic Organisms Exclusion

The insurance by this Section does not reimburse *You*:

- a) for *Bodily Injury* or *Damage* or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) against any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from Pathogenic Organisms.

For the purposes of this Exclusion “Pathogenic Organisms” shall mean any bacteria yeasts mildew virus fungi mould or their spores mycotoxins or other metabolic products.

### 4. Other Exclusions

The insurance by this Section does not cover:

- A. *Damage to Property Insured* arising from work carried out by *You*;
- B. *Damage* to property held in trust except for:
  - i. Personal effects
  - ii. Buildings temporarily occupied by *You*
  - iii. *Premises* hired, leased, rented or lent to *You* under agreement which would not apply in the absence of such agreement
- C. Any loss, *damage* or liability for bodily injury or loss of or *damage* to property arising from goods or products manufactured sold, supplied, altered, distributed, constructed, repaired, services, treated, or installed or let on hire by *You*;

- D. Any liability for liquidated *Damages*, fines or penalties which apply solely due to a contract;
- E. Professional Indemnity;
- F. Product Recall or Guarantee;
- G. Fines or punitive *Damages* awarded by a Court of Law;
- H. Any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation.

**5. Silica This *Policy* does not apply to actual or alleged liability arising out of Silica, Silica fibre(s) or Silica Dust or any product(s) containing Silica, Silica fibre(s) or Silica Dust.**

“Silica” means:

- i) The substance commonly known as Silica; and
- ii) Any substance or product which has the same or substantially similar chemical formulation, structure or function as Silica, by whatever name manufactured, formulated, structured, sold or distributed.

“Silica Dust” means:

- i) Dust comprising of Silica only; and
- ii) Dust comprising of Silica mixed with other dust of fibre(s) including, for example asbestos fibres.

It is hereby understood that to the extent any coverage may otherwise be provided under this *Policy* or any other of its *Endorsements*, the provisions of this Exclusion will supersede.

**6. Lead Exclusion (applicable to section 3 – Property Owners Liability Only)**

This *Policy* does not apply to actual or alleged liability arising out of: *Bodily Injury*, *Property Damage*, or Advertising Liability arising out of the manufacture, distribution, sale, installation, removal, utilization, ingestion or inhalation of, or exposure to or existence of, as the case may be, lead in any form or products containing lead.

**7. Operational Risk Exclusion**

This *Policy* does not cover *You* against legal liability arising from or in connection with any trade or operation thereof carried on by any tenant of the *Premises*.

**8. Mechanically-Propelled Vehicle Exclusion**

The insurance by this Section does not cover *Bodily Injury*, loss or *Damage* caused by or in connection with or arising out of the ownership, possession or use by or on behalf of *You* of any;

- a) Aircraft, hovercraft or watercraft
- b) mechanically-propelled vehicle or trailer attached thereto (other than motorised garden implements used to maintain the land belonging to You at the *Premises insured* in the *Schedule*)

## SECTION 4 – EMPLOYERS’ LIABILITY

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### Cover and Basis of Settlement

We will reimburse *You* against all sums that *You* shall become legally liable to pay as *Damages*, together with costs and expenses shown below, in respect of *Bodily Injury* sustained within the *Territorial Limits* during the *Period of Insurance* by any *Employee* arising out of his or her employment by *You* in the course of the *Business*.

### Limit of Liability

*Our* liability under this Section for *Damages*, costs and expenses payable in respect of any one claim or series of claims against *You* arising out of one event shall not exceed the amount stated in the *Schedule*.

Costs and expenses shall be deemed to mean:

1. costs and expenses of claimants for which *You* are legally liable;
2. other costs and expenses incurred with *Our* written consent in respect of any claim which may be the subject of coverage under this Section;
3. solicitors fees incurred with *Our* written consent for:
  - a. defence in any Court of Summary Jurisdiction of any proceedings brought against *You* in respect of breach or alleged breach of any statutory duty resulting in *Bodily Injury*;
  - b. representation at a Coroners Court or Fatal Accident Inquiry in respect of any death; which may be the subject of coverage under this Section;
4. legal costs and expenses incurred with *Our* written consent by *You* and, at *Your* request, any director or *Employee*, and costs awarded against *You* or the director or *Employee* arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the *Period of Insurance* under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man provided that:
  - a. the proceedings relate to the health safety or welfare of *Employees*;
  - b. We will not reimburse *You* in respect of:
    - i. proceedings consequent upon a deliberate act by or omission by *You*, any director or *Employee*;
    - ii. fines or penalties of any kind or the costs of appeal against improvement or prohibition notices; or
    - iii. costs and expenses insured by any other policy.

### Additional Persons Insured

- a) In the event of the death of any person entitled to reimbursement under this Section We will reimburse in the terms of this Section the deceased’s legal personal representatives but only in respect of liability incurred by such deceased person;
- b) At *Your* request We will reimburse in the terms of this Section:
  - i) any principal in respect of liability arising out of the performance by *You* of any agreement entered into by *You* with the principal to the extent required by such agreement;
  - ii) any of *Your* directors or *Employees* in respect of liability arising in connection with the *Business*; provided that *You* would have been entitled to reimbursement under this Section if the claim had been made against *You*;
  - iii) any officer committee or member of *Your* canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;



- iv) any of *Your* directors or senior officials in respect of private work undertaken by any *Employee* for such director or senior official;

provided that:

- a) each person shall as though he or she were *You* observe fulfil and be subject to the terms of this Section insofar as they can apply; and
- b) *We* shall retain the sole conduct and control of all claims.

### **Compensation for Court Attendance**

In the event of the following persons attending court as a witness at *Our* request in connection with a claim in respect of which *You* are entitled to reimbursement under this Section. *We* will provide compensation to *You* at the following rates per day for each day on which attendance is required:

- a) any of *Your* directors or partners £250
- b) any *Employee* £100

### **Right of Recovery**

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to *Employees* in Great Britain Northern Ireland the Channel Islands or the Isle of Man but *You* shall repay *Us* all sums paid by *Us* which *We* would not have been liable to pay but for the provisions of such law.

### **Unsatisfied Court Judgements**

In the event of *Bodily Injury* to an *Employee*, sustained during the *Period of Insurance* and arising out of his or her employment by *You* in the course of the *Business*, which results in a judgement for *Damages* being obtained by such *Employee*, or his or her personal representatives, and which remains unsatisfied in whole or in part 6 (six) months after the date of such judgement, *We* will, at *Your* request, pay to the *Employee* or his personal representatives the amount of any such *Damages* and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgement for *Damages* is obtained:
  - i. in a court of law within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
  - ii. against a company, partnership or individual other than *You*, conducting a *Business* at or from premises within the territories described in i) above;
- b) there is no appeal outstanding;
- c) the judgement relates to *Bodily Injury* which would otherwise be within the terms of the *Policy*; and
- d) if any payment is made under the terms of this clause the *Employee* or the personal representative of the *Employee* shall assign the judgement to *Us*.

### **Section Exclusions**

- 1) So far as concerns the liability of any principal or liability assumed by *You* under agreement, and which would not have attached in the absence of such agreement, this Section shall not apply to any liability of whatsoever nature caused by or contributed to by or arising from:
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

We shall not be liable under this Section for:

- 2) Any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation.
- 3) Any liability arising out of work undertaken or operations located *Offshore*.
- 4) More than £5,000,000 including *Claimant's Costs*, Defence Costs and under all extensions in respect of any one claim or series of claims (regardless of the number of claimants) arising out of one event which falls within the definition of *Terrorism* under this *Policy*.

More than £5,000,000 including *Claimant's Costs*, Defence Costs and under all extensions in respect of any one claim or series of claims (regardless of the number of claimants) directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal or distribution of, existence of or exposure to asbestos products

## CLAIMS PROCEDURE

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### 1. Your Obligations

It is an important condition to *Our* liability under this *Policy* that;

- a) Upon learning of any circumstances likely to give rise to a claim or on receiving verbal or written notice of any claim *You* must:
  - i) tell *Us* through *Your Agent* as soon as practicably possible, and give *Us* all the assistance *We* may require
  - ii) as soon as practicably possible, tell the Police if the *Damage* is due to any actual or suspected criminal act but no more than 7 (seven) days if the *Damage* is due to riot, civil, labour, or political disturbances
- b) *You* send to *Us* through *Your Agent*, as soon as practicably possible, any intimation of a claim from a third party, writ, summons or other legal proceedings issued against *You*
- c) *You* supply at *Your* own expense, full details of the claim in writing within the following periods:
  - i) 7 (seven) days for *Damage* by riot, civil, labour, theft or political disturbances or vandals or malicious people.
  - ii) 30 (thirty) days after the expiry of the *Indemnity Period* under Section 2 Rental Income
  - iii) 30( thirty) days after any other *Damage*, interruption or *Bodily Injury*.
- d) *You* provide all help and assistance and co-operation required by *Us* in connection with any claim to include supplying, as soon as practicably possible, any supporting evidence and information that *We* require
- e) *You* do all things practicably possible to preserve *Our* rights set out in 2. Below
- f) *You* take action at *Your* own expense following circumstances likely to give rise to a claim to minimise
  - i) the *Damage*;
  - ii) to prevent further *Bodily Injury* or *Damage*; and/or
  - iii) to avoid interruption with the *Business*.
- g) *You* must not admit, deny, negotiate or settle any claim without *Our* written consent.

### 2. Our Rights

- a) *We* have the right to take over the defence or settlement of a claim against *You* by another person.
- b) *We* have the right to the salvage of any *Property Insured*
- c) *We* and *Our* appointed representatives have the right to enter the *Building* where the *Damage* has happened in order to investigate the claim, and to take and keep any of the *Property Insured* which has caused or suffered *Damage*, and to deal with salvage in a reasonable manner.

In the event of breach of any of conditions above *We* shall be entitled to refuse to pay or reduce any claim under this *Policy*.

## POLICY ENDORSEMENTS

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### (Applicable only if specified in the *Schedule*)

#### NPO01 - Accidental Damage Extension

Section 1 is extended to cover the *Property Insured* specified in the *Schedule* against events of accidental *Damage* occurring during the *Period of Insurance* at the *Premises* and subject to the *Sums Insured* specified in the *Schedule*.

This Extension does not cover;

- a) The amount of the *Excess* specified in the *Schedule*
- b) *Damage* caused by or following upon *Subsidence*, collapse, *Landslip*, *Heave*, *Settlement*, cracking, shrinkage or expansion of any *Building* or foundation
- c) Mechanical and/or electrical derangement and/or breakdown, breakage of valves, filaments and the like burning out or *Damage* directly caused by short circuiting and/or claims arising from overheating
- d) damage caused by moth, vermin or insect, *Wear and Tear*, gradual deterioration, rust or oxidization, rot, mould or mildew, inherent or latent defect, mysterious disappearance or unexplained shortage
- e) *Damage* caused by faulty manipulation, scratching or denting or loss of magnetism and/or erasure of tapes or faulty projection, shortage in weight, contamination, taint or insufficiency of insulation
- f) Breakage of articles of a brittle nature (other than jewellery) unless such breakage is caused by burglars, thieves or fire and/or Breakage of *Glass*, over winding or internal *Damage* of clocks and/or watches
- g) *Damage* which may be sustained whilst the *Property Insured* is being worked upon or is under any process and directly resulting there from
- h) Infidelity or dishonesty by *You* or any *Employee(s)* of *You*
- i) *Damage* to aircraft, watercraft, vehicles, livestock, growing timber or crops, jewellery, furs, watches, precious metals/stones, money, documents, data or word-processing, media or computer systems records
- j) *Damage* insured more specifically under any other Section or Sections of this *Policy* or any other Insurance
- k) *Damage* to TV and radio aerials, satellite dishes, aerial fittings and masts.

## **NPO02 - Burning of Waste in the Open**

It is an important condition to *Our* liability that no burning of waste is carried out on the *Premises*.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **NPO03 - Composite Panel Important Condition**

It is an important condition to *Our* liability that in respect of any *Building* containing composite panels that;

- 1) suitable fire extinguisher appliances are supplied in all cooking areas
- 2) ducting, conduit wiring and hot flues are adequately protected within fire resistant sleeves where passing through composite panels
- 3) at least weekly inspections are undertaken by *You* to check for damage to composite panels or panel joints. Any defects found to be rectified without delay or replaced by a panel with a non-combustible core within 7 (seven) days
- 4) no repairs will be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources
- 5) all heat sources are kept at least 2 (two) metres from any composite paneling or such paneling to be of a non-combustible core
- 6) no external storage of combustible stock, packaging, pallets, waste or waste skips or bins within 10 (ten) metres of the *Buildings*
- 7) any work involving the application of heat will only be carried out by a qualified Contractor and *You* must ensure that the Contractor carrying out the work has Public Liability Insurance in force at least to the same level as the Sums insured shown on the *Schedule* to this *Policy* and that *You* confirm the same through sight of their certificate of insurance. Subrogation rights against such Contractor shall not be waived by *You*. The following conditions apply:
  - i) the area in which work is to be carried out shall be adequately cleared and combustible materials shall be removed to a distance not less than 6 (six) metres from the area of proposed work
  - ii) if work is to be carried out overhead then the area beneath shall be similarly cleared and all combustible materials removed
  - iii) suitable fire extinguisher with a capacity of not less than 9 (nine) litres shall be kept available for immediate use
  - iv) blow lamps and blow torches shall be lit in as short a time as possible before use and extinguished immediately after use
  - v) lighted blow lamps and torches shall not be left unattended
  - vi) half an hour after each period of work a thorough examination shall be made of and in the area in which works have been undertaken
  - vii) if work is to be carried out in the vicinity of composite/sandwich panels then such panels must be protected by non-combustible blankets, drapes or screens.

In the event of breach of any of the terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### **NPO04 - Daily Waste Important Condition**

It is an important condition to *Our* liability that all combustible trade waste and refuse is removed from the *Buildings* every night.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### **NPO05 – External Smoking Important Condition**

It is an important condition to *Our* liability that smoking is prohibited throughout the *Premises* except in specifically designated external areas, and suitable notices to this effect are displayed in prominent positions. Metal receptacles are provided for waste materials and are kept at least 2 (two) metres from the *Buildings*.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



#### **NPO06 - First Loss Underinsurance Average Clause**

When the *Sum Insured* is shown FIRST LOSS in the *Schedule* - The applicable item of this Section is subject to the condition of Underinsurance Average clause (First Loss),

If the total value of all property covered by the item shall at the time of any loss be greater than the value insured by *You*, then *You* shall be entitled to recover under this *Policy* only such proportion of the said loss as the said notified value bears to the total value, up to but not exceeding the *Sum Insured* for the item.

## **NPO07 - Flat Roofs**

It is an important condition to *Our* liability in respect of *Damage* by Storm that any flat roof portion of the *Premises* shall have been inspected at least once every 2 (two) years by a qualified builder or property surveyor and any defects brought to light by that inspection shall have been repaired as soon as practicably possible. If at the time of inception the flat roof portion of the *Premises* has not been inspected within the previous 2 (two) years by a qualified builder or property surveyor, it is an important condition to *Our* liability in respect of *Damage* by Storm that the flat roof portion of the *Premises* is inspected within 60 (sixty) days of inception.

A record of all inspections shall be made and retained by *You*. *We* reserve the right to inspect records by giving *You* reasonable notice.

In the event of breach of any of the terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## NPO08 - Frying and Cooking Equipment Condition

It is an important condition to *Our* liability that;

- a) all frying and other cooking ranges, equipment, flues and exhaust ducting is kept securely fixed and free from contact with combustible materials
- b) all extraction hoods, canopies, filters and grease traps are cleaned at least every 2 (two) weeks
- c) all extraction ducts are cleaned monthly and maintained and checked at least once every 6 (six) months by a specialist contractor
- d) the record of such cleaning and servicing of the extraction ducts is kept elsewhere other than at the *Premises* and will be made available for inspection at any time
- e) frying equipment will be installed used and maintained in accordance with the manufacturer's instructions
- f) multipurpose fire extinguishers and at least 1 (one) fire retardant blanket which conforms to the relevant British Standard suitable for extinguishing oil and fat fires is kept in close proximity to the working area of the range and maintained ready for use
- g) frying ranges are not left unattended whilst in use
- h) all naked flames (other than pilot lights) and all electrical elements are turned off at the close of the working day.
- i) a flame failure device is fitted if the range is gas or oil fired
- j) a thermostat is fitted which prevents the temperature of the fat or oil exceeding 205°C (two hundred and five degrees Celsius) or the manufacturer's recommended temperature if that is less
- k) the frying range must hold the minimum level of oil, as per the manufacturer's guidelines, to ensure the operation of the thermostatic cut-out device
- l) extraction of heat, fumes and/or combustible products be via an internal duct, or an overhead canopy and duct system, vented direct to the open
- m) all ducts be constructed of and supported by galvanised or stainless steel

In the event of breach of any terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **NPO09 – Gutter Condition**

It is an important condition to *Our* liability that all gutters be inspected and cleared every 6 (six) months by a qualified contractor and a written record and details of any works carried out shall be provided by the contractor and retained by *You*.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### **NPO10 – Oil and Grease Waste Condition**

It is an important condition to *Our* liability that all oily and/or greasy waste and used cleaning cloths which remain in the *Buildings* overnight are kept in metal receptacles with metal lids and removed from the *Buildings* at least once a week.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## **NPO11 - Minimum Security Requirements (B)**

It is an important condition to *Our* liability that *Damage* is not covered unless;

- 1) the Minimum Security Requirements (A) as stated in the General Conditions are complied with, plus:
- 2) an intruder alarm is installed and put into full and effective operation at night and whenever the *Premises* are closed for *Business* or left unattended. *We* will not regard the intruder alarm as effective if the specification or system record provides for a telephone line, direct line or central monitoring station warning system and *You* have had notice of the withdrawal of the Police, telephone or central monitoring station service and such service has actually been withdrawn
- 3) the intruder alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Security Inspectorate (NSI), or the Security System and Alarm Inspections Board (SSAIB) or approved by *Us*.
- 4) all keys of the intruder alarm are removed from the *Premises* at night and whenever they are closed for *Business* or left unattended. Where *You* or an *Employee* occupies part of the *Premises* for residential purposes, the keys must be removed from the *Business* part of the *Premises*.

In the event of breach of any of the terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## **NPO12 - Minimum Security Requirements (C)**

It is an important condition to *Our* liability that *Damage* is not covered unless;

- 1) the Minimum Security Requirements (A) as stated in the General Conditions is complied with; Plus
- 2) an intruder alarm is installed which provides for a police telephone line, direct line or central monitoring station warning system and is put into full and effective operation at night and whenever the *Premises* are closed for *Business* or left unattended. *We* will not regard the intruder alarm as effective if *You* have had notice of the withdrawal of such service and such service has actually been withdrawn
- 3) the intruder alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Security Inspectorate (NSI), or the Security System and Alarm Inspections Board (SSAIB) or approved by Us
- 4) all keys of the intruder alarm are removed from the *Premises* at night and whenever they are closed for *Business* or left unattended. Where *You* or an *Employee* occupies part of the *Premises* for residential purposes, the keys must be removed from the *Business* part of the *Premises*.

In the event of breach of any of the terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **NPO13 - Obsolete Building Clause**

The basis of valuation for the purpose of Underinsurance shall be;

- 1) the cost of purchasing a similar *Building* to *Your Building* plus an allowance for removal of debris costs or
- 2) the cost of erecting a modern *Building* providing comparable facilities to *Your Building* plus an allowance for *Professional Fees, Debris Removal Costs* and the additional expenditure which might arise out of local authorities' requirements.



#### **NPO14 - Paint Spraying Condition**

It is an important condition to *Our* liability that all spraying of paints or varnishes with a flash point below 32°C (thirty two degrees Celsius) are carried out in an area enclosed by non-combustible materials and extraction to the open air and any electrical installation including that for extraction is of flameproof design and any heating is of the black-heat type and with fully enclosed elements.

It is also a condition to *Our* liability that;

- 1) only 1 (one) day's supply of flammables is kept in the spraying area
- 2) all other flammables are kept in a designated enclosed steel bin or if the stocks of same are substantial they are kept in a store with high and lowlevel vents to the open air or forced flameproof extractor at floor level
- 3) all lighting is flameproof
- 4) smoking is prohibited in the areas where processes are carried and signs to this effect are prominently displayed.

In the event of breach of any of the terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **NPO15 - Planning Permission Condition**

It is an important condition to *Our* liability that in the event *Your* application for planning permission/consent is refused or withdrawn by the Local Planning Authority *You* advise *Us* within 7 (seven) days.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **NPO16 - Hostels Condition**

It is an important condition to *Our* liability that in respect of any *Premises* or part thereof being used as a hostel;

- 1) no cooking is carried out in rooms other than those specifically designated as kitchens
- 2) there is 24 (twenty four) hour occupancy of the *Premises* by *You* or *Your Employees*
- 3) all rooms are cleaned and/or inspected at least once a week

In the event of breach of any of the terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **NPO17 - Storage of Combustible Materials in the Open Condition**

It is an important condition to *Our* liability that no combustible materials are externally stored within 10 (ten) metres of the *Buildings* outside *Business* hours.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## NPO18 - Subsidence Landslip and Heave Extension

Despite Exclusion 21.D., the insurance by Sections 1 and 2 extends to cover *Damage* caused by *Subsidence* Landslip or *Heave* of any part of the site on which the insured property stands excluding;

- a) the first £1,500 of each and every loss after the application of any Condition of Underinsurance or the *Excess* applicable to *Subsidence, Landslip or Heave* Extension as stated in the *Schedule*
- b) *Damage* to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a *Building* insured under this *Policy*
- c) *Damage* caused by or consisting of;
  - i) the *Settlement* or bedding down of new structures
  - ii) the *Settlement* or movement of made-up ground
  - iii) coastal or river erosion
  - iv) defective design or workmanship or the use of defective materials
  - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe
- d) *Damage* which originated prior to the inception of this cover
- e) *Damage* resulting from;
  - i) demolition, construction, structural alteration or repair, other than *Renovation*, of any insured property or
  - ii) groundwork or excavation at the *Premises*

### *Special Conditions*

Insofar as this insurance relates to *Damage* caused by *Subsidence, Landslip or Heave*;

- a) *You* shall notify *Us* as soon as practicably possible, if *You* become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site
- b) *We* shall then have the option to vary the terms or cancel this cover in accordance with the Cancellation and Cooling-Off Provisions.

## **NPO19 - Survey Condition**

Cover under this *Policy* is strictly subject to receipt by *Us* of a satisfactory survey carried out by an authorised surveyor within 60 (sixty) days of the inception date of this insurance. Cover ceases after 60 (sixty) days if a survey is not carried out or extension agreed by *We* and advised to *You*. The premium will be adjusted on a proportional basis.

*We* reserve the right to cancel this insurance as detailed in the Cancellation Provisions or have the option to impose special terms and conditions and/or revise the premium rate upon receipt of the survey.

*You* shall implement and continue to implement during the whole currency of the *Policy* and following any renewal the survey requirement(s) or as otherwise agreed by *Us* within a period to be agreed by *Us* and advised to *You*.

If *You* fail to implement *Our* requirement(s) within the period agreed by *Us* then all coverage under this *Condition* shall terminate at the end of said period.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **NPO20 - Thatched Roof Condition**

It is an important condition to *Our* liability that:-

- a) The *Premises* does not contain any open fires or log burning stoves;
- b) There must be a gap of not less than half a metre between the thatch and electric lamps;
- c) External outlet grilles from kitchen ducting must be at least one and a half metres from the thatch;
- d) All electric cables in the roof must be in metal conduit;
- e) Fires are not lit within 100 (one hundred) metres of the thatched *Property* including the burning of old thatch.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## NPO21 - Unoccupancy Conditions More Events

The Unoccupancy conditions contained within the General Conditions are deleted and replaced by the following:-

- a) It is a condition to *Our* liability that prior notice shall be given to *Us* by *You* when any permanent structure at the *Premises* or self-contained part thereof becomes *Unoccupied*, or upon *Your* discovery within 7 (seven) working days. Following receipt of such notice, *We* shall have the right to cancel the *Policy* in accordance with Cancellation and Cooling-Off Provisions. Should *We* agree to continue to provide cover the condition as set out in Unoccupancy conditions paragraph b) shall apply. *We* shall have the right to impose any further condition, terms, exclusions or limits that *We* see fit as a condition of remaining on cover and/or charge an additional *Premium*.
- b) Should *We* continue to provide cover under this *Policy* coverage will automatically be limited to the events fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, earthquake, storm, flood or impact by any road vehicle or animal, falling trees, branches and falling aerials, unless otherwise agreed by *Us* for any permanent structures at the *Premises* that are *Unoccupied* following *Your* notification in accordance with Unoccupancy conditions paragraph a)

*Defined Events* are hereby restricted to fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, earthquake, storm, flood or impact by any road vehicle or animal, falling trees, branches and falling aerials.

- c) In circumstances where any permanent structure at the *Premises* or self-contained part thereof is or becomes *Unoccupied* it is an important condition to *Our* liability that:-
  - i) all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes);
  - ii) all water tanks, apparatus, pipes and heating systems/radiators (other than those connected to an automatic sprinkler system) must be drained down;
  - iii) all practicable steps are taken to ensure that any permanent structure at the *Premises* are made secure against entry by intruders including, as a minimum:-
    - 1) securely locking and fastening all doors and windows;
    - 2) sealing any letter boxes;
    - 3) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order;
    - 4) boarding over all ground floor and any accessible windows;
  - iv) all combustible contents, trade refuse and waste materials will be removed from the interior of any permanent structure at the *Premises* and no accumulation of combustible contents, trade refuse and waste materials will be allowed in the adjoining yards or spaces for which *You* are responsible;
  - v) tanks containing fuel or other flammable liquids must be drained and purged within 7 (seven) days of the permanent structure at the *Premises* becoming *Unoccupied*;
  - vi) the *Premises* must be inspected at least once every 7 (seven) days by *You* or *Your* nominee in order to inspect the permanent structures both internally and externally and to carry out any work necessary to maintain the above security arrangements and that a record of such inspections will be kept elsewhere other than at the *Premises* and will be made available for inspection at any time and any evidence of forced or attempted forced entry or malicious *Damage* be reported to *Us* within 7 (seven) days of discovery;
  - vii) *You* will give *Us* prior notice before commencing any *Renovation* of the permanent structures and *Renovations* will not be commenced without *Our* prior agreement in writing;
  - viii) *You* will implement any additional protections *We* may require within the timescale specified;



- d) Where a self-contained part of any permanent structure at the *Premises* is *Unoccupied*, the requirements set out at c) above apply in full, as a condition, to the *Unoccupied* part. If this is not feasible, it is a condition of continuation of cover that *You* contact *Us* as soon as practicably possible, and comply with any alternative requirements that *We* may impose.
- e) In the event that *Your* application for planning permission/consent is refused or withdrawn by the Local Planning Authority, despite anything contained within the Cancellation and Cooling-Off Provisions, all coverage under this *Policy* shall be terminated with immediate effect and *You* shall be entitled to proportional return of *Premium* for the unexpired *Period of Insurance*, unless a loss has arisen for which *You* seek reimbursement under this *Policy* in which case *We* shall remain entitled to the full *Premium*. Alternatively, if *Premium* has not yet been settled, a proportional *Premium* will be charged, unless a loss has arisen for which *You* seek reimbursement under this *Policy* in which case *We* shall remain entitled to the full *Premium*.

For the purpose of c) iv) above only, the *Contents* Definition means “Furniture, furnishings and domestic appliances all belonging to *You* or for which *You* are responsible whilst contained in the *Buildings* insured by this Section”.

In the event of breach of any of the terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## **NPO22 - Weekly Waste Condition**

It is an important condition to *Our* liability that all combustible trade waste and refuse is swept up daily and kept in bags or bins and removed from the *Buildings* at least once a week.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **NPO23 - Amended Unoccupancy Conditions– Electricity**

Despite anything contained within part a) of the Unoccupancy conditions or NPO21 – Unoccupancy Conditions More Events the electricity mains supply is to remain connected.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### **NPO24 - Amended Unoccupancy Conditions– Gas**

Despite anything contained within part a) of the Unoccupancy Conditions or NPO21 – Unoccupancy Conditions More Events the gas supply is to remain connected.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **NPO25 - Amended Unoccupancy Conditions– Water**

Despite anything contained within parts a) and b) of the Unoccupancy Conditions or NPO21 – Unoccupancy Conditions More Events the water supply is to remain connected.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## **NPO26 - Amended Unoccupancy Conditions– Electricity, Gas and Water**

Despite anything contained within parts a) and b) of the Unoccupancy conditions or NPO21 – Unoccupancy Conditions More Events the electricity, gas and water supplies are to remain connected

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **NPO28 – Listed Building Reinstatement Valuation Condition**

It is an important condition to *Our* liability that, for any heritage protected building or part thereof (including for example Grade I, II\* and Grade II listed buildings or in Scotland and Northern Ireland Grade A, B and C including sub-categories) a professional Reinstatement valuation is carried out within 60 (sixty) days unless one has previously been carried out and accepted by *Us* within the last 24 (twenty-four) months.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## **NPO29 – Fences Condition**

It is an important condition to *Our* liability under this *Policy* that insured property undergoing external building work or ground work or building sites or insured land to be developed are securely fenced off from public access.

In the event of breach of this term, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



## **NPO30 – Holiday Lets Condition**

The following is applicable to *Your* insurance:-

### **SECTION 1 – BUILDINGS**

*We* will not pay the first £ 500 of every claim, other than in respect of *Subsidence Landslip or Heave* (if insured) where *We* will not pay the *Excess* amount shown in the *Schedule* in this Extension

*We* do not cover:

- loss or damage directly or indirectly caused by breakage, accidental *Damage*, spillage, staining, scratching or denting whilst the insured *Premises* is lent, let or sub-let
- Theft or attempted theft unless there is actual physical evidence of forcible or violent entry
- Loss of Metered Water
- Personal Possessions
- Keys

*Landlords Contents* shall be limited to an amount of £10,000 whilst the insured *Premises* is lent, let or sub-let and does not cover fine art, gold, silver, gold-and-silver plated articles, jewellery and furs.

### **SECTIONS 3 & 4 - LIABILITIES**

This insurance extends to include *Your* legal liability arising out of the letting of the *Premises* named in the *Schedule* as holiday accommodation.

### **ADDITIONAL CONDITIONS:-**

It is *Your* duty to ensure that:

- (i) all lettings are arranged directly by *You* or using a professional lettings agency
- (ii) the *Premises* named in the *Schedule* are inspected internally and externally by *You* or *Your* appointed letting agent between every holiday tenancy and at least once every 7 (seven) days when not normally occupied
- (iii) the central heating is maintained at a permanent temperature of not less than 55 degrees Fahrenheit between 1<sup>st</sup> November and 1<sup>st</sup> April, each period of insurance.

In the event of breach of any of terms above, *We* shall have no liability under this *Policy*, unless *You* show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## NOTICES TO THE INSURED

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### **DATA PROTECTION SHORT FORM INFORMATION NOTICE**

#### **Your personal information notice**

##### ***Who we are***

We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

##### ***The basics***

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit.

This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

##### ***Other people's details you provide to us***

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

##### ***Want more details?***

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

##### ***Contacting us and your rights***

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

##### **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.

##### **Touchstone Underwriting Limited:**

71 Clarendon Road  
Watford  
WD17 1DS

See: <https://t-u-l.co.uk/about-us/data-protection/>

### ***Our Insurers links to their Fair Processing & data protection Policies***

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

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

#### *Continuation*

#### **Underwriters**

##### **AXA XL Insurance Company UK Limited**

Privacy notice accessible at <http://axaxl.com/privacy-and-cookies>.

Privacy email address: [dataprivacy@axaxl.com](mailto:dataprivacy@axaxl.com)

##### **Channel (2015 at Lloyd's)**

Privacy notice accessible at [www.channel2015.com/privacy](http://www.channel2015.com/privacy)

Privacy email address: [info@channel2015.com](mailto:info@channel2015.com)

##### **Munich Re (457 at Lloyd's)**

Privacy notice accessible at <https://www.munichre.com/en/general/privacy.html>

Privacy email address: [datenschutz@munichre.com](mailto:datenschutz@munichre.com)

##### **Tokio Marine HCC**

Privacy notice accessible at <https://www.tmhcc.com/en-us/legal/privacy-policy>

Privacy email address: [dpo@tmhcc.com](mailto:dpo@tmhcc.com)

## COMPLAINTS PROCEDURE

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### Our commitment to you

Touchstone Underwriting is committed to providing the highest standard of service. We welcome any comments on the service we provide – in the form of both compliments and complaints. Should you need to complain, we will do everything possible to ensure your complaint is dealt with quickly and fairly and take steps to ensure the services you receive going forward meets your expectations.

### Need help?

If a dispute does arise, please refer to our details of who to contact.

If *You* are unhappy with our service at Touchstone, please contact *Us* at;

By Post            5<sup>th</sup> Floor Meridien House  
                      71 Clarendon Road  
                      Watford  
                      Herts  
                      WD17 1DS  
Telephone        01923-298440  
Email             [sercicedeliverymanager@t-u-l.co.uk](mailto:sercicedeliverymanager@t-u-l.co.uk)

### Complaints to the subscribing Insurers is managed by the lead insurer

In respect of the *Slip Leader (LIRMA)* for the contract underwritten on **B1229RERUM21**:

### **AXA XL INSURANCE COMPANY UK LIMITED – COMPLAINTS NOTICE**

*We* are dedicated to providing a high quality service and *We* want to ensure that **We** maintain this at all times. If *You* have any questions or concerns about the *Policy* or the handling of a claim please contact *Your Agent* through whom this *Policy* was arranged.

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  
Email: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)  
Telephone Number: +44 (0) 20 7743 8487

If *You* remain dissatisfied after the Complaints Department has 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 Financial Ombudsman Service

Exchange Tower, London E14 9SR, United Kingdom  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
FOS web address: <http://www.financial-ombudsman.org.uk/>

### From within the United Kingdom

Telephone Number:  
0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)  
0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number:

+44 (0)20 7964 0500

+44 (0)20 7964 1001

### **Financial Services Compensation 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 to ***You*** under this contract. If *You* were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU)) and on their website: <http://fscs.org.uk>

All other terms, clauses and conditions remain unaltered.

Arranged by



5th Floor  
Meridian House  
71 Clarendon Road  
Watford WD17 1DS

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