



BROKER EXPRESS

Part of the Eaton Gate group

Commercial Property Owners Policy

Contents

| | |
|--|----|
| Commercial Property Owners Policy | 1 |
| Contents | 2 |
| Commercial Property Owners | 3 |
| Telephone Numbers..... | 4 |
| About Your Policy | 5 |
| Customer Complaints..... | 6 |
| Policy Definitions | 9 |
| Section 1 - Property Damage..... | 13 |
| Section 2 - Loss of Rent and Alternative Residential Accommodation | 23 |
| Section 3 - Business Liability | 27 |
| Section 4 - Commercial Legal Expenses | 36 |
| General Policy Conditions | 45 |
| General Policy Exclusions | 48 |
| Claims Conditions | 52 |

Commercial Property Owners

A warm welcome and thank **You** for choosing to insure **Your Business** through **Us**.

Insuring Clause

Your Policy is a contract of insurance between **You** and **Us** and **You** have a duty to make a fair presentation of the risk to **Us** in accordance with the law.

Your Policy describes the cover for which **We** have accepted **Your** premium.

Each Section of this **Policy** the **Schedule** any **Endorsements** and the General Definitions General Conditions Claims Conditions and General Exclusions shall be read as one document.

In consideration of payment of the premium **Your Insurer** detailed in the **Schedule** will insure **You** as stated in each operative section of the **Policy** during the **Period of Insurance** for which **Your** premium has been accepted provided all the terms and conditions of the **Policy** are kept.

The name of **Your Insurer** can be found on the **Statement of Facts, Schedule** and Certificate of Employers Liability Insurance (where issued).

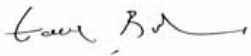
Law and Jurisdiction

You and **We** can choose the law which applies to this **Policy**.

Unless **You** and **We** have agreed otherwise this contract shall be subject to English Law and the Courts of England shall have exclusive jurisdiction in all disputes connected with this **Policy**.

If there is any dispute as to which law and jurisdiction apply it will be English law and the Courts of England.

For and on behalf of the **Insurer**.



Gary Burke

Executive Chairman

Eaton Gate MGU Ltd

About Eaton Gate MGU Ltd

Broker Express is a trading name of Eaton Gate MGU Limited which is registered in England (No. 9825821) at 2 Eaton Gate, London, SW1W 9BJ.

Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).

Telephone Numbers

CLAIMS LINE

See Your Schedule for Details

This number can be used by **You** to report a claim to **Your Insurer**.

Please notify **Your Insurer** as soon as **You** know of a problem which may be likely to be a claim.

Please see Making a Claim in the Claims Conditions Section of this **Policy**.

Calls may be recorded for quality and training purposes.

HELPLINE

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive, they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

LEGAL AND TAX HELPLINE 0344 571 7975

If **You** have a legal or tax problem relating to **Your Property**, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers tenancy-related legal matters and tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal or tax-related matters. Use of this service does not constitute reporting of a claim.

LANDLORDS' LEGAL SERVICES

Register today at: www.araglegal.co.uk and enter the voucher code EC426C378CB8 to access the law guide and download legal documents such as Section 8 and 21 notices to give to **Your** tenant to leave the **Property**, letters to demand unpaid rent or give notice of the deposit protection scheme. **You** can **access** other documents that will help **You** as a landlord or **Property Owner**.

About Your Policy

This is **Your Commercial Property Owners Insurance Policy** which is made up of several documents, which form the contract between **You** and the **Insurer** shown in **Your Policy Schedule**. These documents are:

- ❖ the **Statement of Facts**;
- ❖ the **Policy Wording**;
- ❖ the **Schedule**.

In addition, there may be further documents as follows:

- ❖ **Endorsements**;
- ❖ specification of **Items/Property Insured**;
- ❖ security requirements.

Please take time to read all these documents to make sure that the cover provided meets Your needs and that You understand the terms, Exclusions and Conditions. If there is anything You do not understand, or You need to change please contact Your insurance advisor immediately.

Customer Complaints

We hope that **You** are extremely happy with **Your** Commercial Property Owners Insurance Policy but **We** do recognise that on occasions things can go wrong.

If **Your** complaint is about the way **Your** Policy was sold to **You** please contact **Your** insurance advisor or intermediary who arranged **Your** Policy for **You**. Their address and telephone number are shown on **Your** Policy Schedule.

Contacting Your Insurer

If **You** have a complaint about cover provided under Sections 1 to 3 by **Your** Insurer or a claim please contact **Your** Insurer directly. Their contact details can also be found on **Your** Policy Schedule.

If **You** are not happy with the service provided under Section 4 (Commercial Legal Expenses) please contact ARAG'S Customer Relations Department;

- By Telephone: 0117 917 1561
- By e-mail: customerrelations@arag.co.uk
- In writing to: Customer Relations Department, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Details of ARAG'S internal complaint-handling procedures are available on request.

Once **Your** Insurer has received **Your** complaint they will:

- ❖ send an acknowledgment of **Your** complaint within 5 working days of receiving it and notify **You** of the name of the person managing **Your** complaint;
- and
- ❖ respond in full to **Your** complaint within 8 weeks. If this is not possible for any reason they will write to **You** to explain why they have not been able to settle the matter quickly. They will also let **You** know when they will contact **You** again.

If You are Still Dissatisfied

If **You** remain dissatisfied, and **Your** Insurer subscribes to the service, **You** may refer **Your** complaint to the Financial Ombudsman Service (FOS);

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. The Financial Ombudsman Service can only consider **Your** complaint if **Your** Insurers have given **You** their final decision.

- By Telephone 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123
- In writing to Financial Ombudsman Service
Exchange Tower
London
E14 SR
- By e-mail complaint.info@financial-ombudsman.org.uk
- Website www.financial-ombudsman.org.uk

The Financial Ombudsman Service (FOS) is available to consumers. Their service is also open to businesses employing fewer than 10 persons that have an annual turnover or balance sheet that does not exceed two million Euros, charities with an annual income of less than one million pounds Sterling or the trustee of a trust with a net asset value of less than one million pounds Sterling.

You can refer to the Financial Ombudsman Service if **You** are dissatisfied with **Your** Insurers final response or if they have not issued their final response within eight weeks from the time **You** first raised the complaint. They offer a free and independent service for resolving disputes about most financial matters and **You** have six months from the date of the final response letter to contact them. However, they will only consider **Your** complaint once **You** have tried to resolve it with **Your** Insurer.

If **You** were sold this product online or by other electronic means and within the European Union (EU) **You** may refer **Your** complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of **Your** complaint the ODR will escalate **Your** complaint to **Your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on <http://ec.europa.eu/odr>.

Broker Express are dedicated to resolving **Your** complaint so if **You** have a complaint about Broker Express or wish to discuss a complaint **You** have with the **Administrator**, please contact the Broker Express customer services team:

- Telephone: 0333 234 1741
- By e-mail: complaints@brokerexpress.co.uk
- In writing to: Customer Service Manager, Broker Express, 20 St Dunstan's Hill, London, EC3R 8HL

Use of Language

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

Financial Conduct Authority

Eaton Gate MGU Ltd is authorised and subject to limited regulation by the Financial Conduct Authority. **You** can check their website at www.fca.org.uk which includes a register of all the firms they regulate, or **You** can phone them on 0800 111 6768 or 0300 500 8082.

Financial Services Compensation Scheme (FSCS)

Eaton Gate MGU Ltd covered by the Financial Services Compensation Scheme (FSCS) This means that **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and the circumstances of the claim Further information about the scheme is available from the FSCS;

- Telephone: 0800 678 1100 or 020 7741 4100
- By e-mail: enquiries@fscs.org.uk
- In writing to: Financial Services
Compensation Scheme 10th Floor, Beaufort House 15 St Botolph Street London EC3A 7QU
- Website: www.fscs.org.uk

If **You** telephone FSCS then please have any relevant correspondence to hand.

Telephone Call Charges

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.

Telephone Call Recording

CALLS MAY BE MONITORED AND RECORDED, AND MAY BE USED FOR FRAUD PREVENTION AND DETECTION AND FOR QUALITY CONTROL AND TRAINING PURPOSES.

Important information about Your insurance with Us

Cancellation

If, having examined **Your Policy** documentation, **You** decide not to proceed, **You** may cancel this **Policy** within the first 14 days. The 14-day **Period** starts on the day **You** receive the **Policy** documentation, or the day **You** enter into this contract of insurance whichever is the later. When **We** have received notice of **Your** decision not to proceed, any premiums **You** have paid will be returned, unless **You** have made a claim. If **You** have made a claim or there has been an incident likely to give rise to a claim no premium will be returned to **You**.

You may cancel the **Policy** after the first 14 days and the **Policy** can be cancelled by **Us**. Please see the full cancellation condition in the general conditions for details.

Financial Sanctions

We are not able to provide any insurance cover or make any payments or other **Policy** benefit where in doing so would breach any prohibition or restriction imposed by law or regulation under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

If any such prohibition or restriction takes effect during the **Period of Insurance**, **We** may cancel **Your Policy** immediately by giving **You** written notice to **your** last known address.

How we use your Data

For purposes of the **Data Protection Regulations**, **We** and **Our** agents notified to **You** are the **Data Controllers** in relation to any **Personal Data** that **You** may supply in connection with **your Policy**.

For further details on how **Your Personal Data** is used by **Us** and how **We** process **Your Personal Data** as well as **Your** available rights, please refer to **Your Schedule** that includes references to **Our Privacy Policy**.

Your Schedule summarises the basis for which **We** and any third party acting on **Our** behalf **Process Your Personal Data** for purposes of insurance underwriting, administration and claims handling, for undertaking research and conducting statistical analysis. **We** will rely on lawful grounds to justify such **Processing** and where **Your** information includes **Sensitive Personal Data** **We** will ensure that **We** have an additional lawful justification for such **Processing**. These legal justifications include:

- the necessary performance arising out of **Your** insurance **Policy** for **Us** to provide insurance products and services;
- there exists an appropriate business need that does not cause **You** harm;
- there is a legal or regulatory obligation on **Us** to **Process Your Personal Data**;
- where **We** need to **Process Your Personal Data** to establish, exercise or defend **Our** legal rights;
- where **You** have provided **Your** consent to such **Processing**.

We will not use **Your** information or transfer this to any third party for the purposes of marketing further products or services unless **You** have consented to this.

Should **You** wish to exercise any rights referred to below or contact **Us**, please write to:

The Data Protection Officer
20 St. Dunstan's Hill
London
EC3R 8HL

DPO@egmgu.co.uk

If **You** believe that **We** are holding inaccurate or out of date information about **You**, please advise **Us** as soon as possible so as **We** can correct **Our** records.

Fair Presentation of Risk

This **Policy** is a legal contract.

You have a duty to make a Fair Presentation of the Risk which is covered by this **Policy** Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any **Statement of Fact** is accurate and complete.

You must also tell **Us** about any facts or changes which affect **Your** insurance, and which have occurred either since the **Policy** started or since the last renewal date.

If **You** do not comply with **Your** duty to make a Fair Presentation of the Risk, **Your Policy** may not be valid, or the **Policy** may not cover **You** fully or at all (see General **Policy** Condition Fair Presentation of Risk for full details of cover restrictions).

Please tell **Your** insurance advisor to immediately let **Us** know if there are any changes to the information set out in the **Statement of Facts** or on **Your Schedule**. **You** must also tell **Your** insurance advisor to let **Us** know immediately about the following changes:

- ❖ any change or addition to the contents of the **Property** to be **Insured** that results in the need to increase the amounts **Insured** or the limits that are shown on your **Policy Schedule**;
- ❖ any changes to the **Business** description or activities undertaken;
- ❖ any change of address;
- ❖ if the **Business** ceases to trade.

If **You** are not sure whether certain facts are relevant, please ask **Your** insurance advisor. If **You** do not tell **Us** about relevant changes, **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all (see General **Policy** Conditions Alteration of Risk and Fair Presentation of Risk for full details of cover restrictions).

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance broker.

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

Policy Definitions

Each time **We** use one of the words or phrases listed below it will have the same meaning wherever it appears in **Your Policy** unless **We** state otherwise.

A defined word or phrase will start with a capital letter and be in bold each time it appears in the **Policy** e.g. **Business** except for headings and titles each Section of the **Policy** may contain definitions which apply to that particular Section and they must be read in conjunction with the following **Policy** Definitions. Please note that throughout this **Policy Wording** a defined word or phrase will also be in bold text.

Buildings

The Buildings belonging to **You** or for which **You** are responsible all within the **Premises** including:

- a) landlords fixtures and fittings interior decorations fixed glass or polycarbonate substitutes fixed sanitary ware and solar glass heating panels;
- b) private garages outbuildings swimming pools hard tennis courts driveways patios walls car parks car ports roads footpaths fences terraces gates and hedges yards forecourts patios walls gates and fences;
- c) telephone gas water and electric instruments meters cabling piping and the like and associated underground pipes and cables cess pits septic tanks telecommunication aerials aerial fittings and masts.

Unless described differently in the **Schedule** the Buildings other than out Buildings and garages are built of brick stone or concrete and roofed with slates tiles concrete or metal.

Business

Activities directly connected with the Business shown in the **Schedule** and no other for the purposes of this **Policy** including:

- a) the ownership organisation and/or management routine maintenance repair and decoration of the **Premises**;
- b) the ownership routine maintenance repair of **Your** gardening equipment and plant;
- c) the provision and management of canteen sports social and welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services;
- d) private work undertaken with **Your** prior consent by the Employees for any of **Your** directors or senior officials.

Commercial Unit

That portion of the **Premises** not occupied as **Residential Units**.

Contents of Communal Areas

Landlords Contents whilst contained within the common parts of the **Premises** to which all **Occupiers** have access.

Contents of Residential Units

Landlords Contents whilst contained in any Residential Unit.

Damage

Accidental material loss destruction or Damage.

Data

All information which is electronically stored or electronically presented or contained on any current and back up discs tapes or other materials or devices used for the storage of Data including but not limited to operating systems records programs software or firmware code or series of instructions.

Data Protection Regulations

(i) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018. The terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Sensitive Personal Data" shall have their respective meanings under the Data Protection Regulations.

Denial of Service Attack

Any actions or instructions with the ability to **Damage** interfere with or otherwise affect the availability of **Computer and Electronic Equipment** or

Data including but not limited to the generation of excess traffic into network addresses the exploitation of system weaknesses and the generation of excess or non-genuine traffic within between or amongst networks.

Employee

Other than Section 4 - Commercial Legal Expenses

Any person while working for **You** in connection with the **Business** who is:

- a) under a contract of service or apprenticeships with **You**.

Any of the following who is working under **Your** control or supervision:

- b) a person who is hired to or borrowed by **You**;
- c) a person engaged in connection with a work experience or training scheme;
- d) a self-employed person working on a labour only basis;
- e) volunteer helper.

Endorsement(s)

Endorsements are attachments to the **Schedule** that alter the **Policy** in some way.

Excess

The first amount of every claim for which **You** are responsible.

The amount of Excess will be shown in the **Policy** or an **Endorsement**.

Glass and Sanitary Fittings

- a) fixed glass or polycarbonate substitutes in windows doors fanlights sky-lights conservatories and solar panels;
- b) fixed washbasins pedestals baths sinks lavatory bowls bidets cisterns shower trays and splash backs;
- c) fixed glass to furniture fixed glass in mirrors glass in shelves;
- d) fixed ceramic hobs and cooker tops where **Contents of Residential Units** are **Insured**.

Hacking

Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves **Data** whether **Your Property** or not.

Index Linking

Whenever a sum insured is declared to be subject to Index Linking it is adjusted at annual intervals in line with suitable indices of costs and the renewal premium will be based on the adjusted sum insured.

Indirect Loss

A loss that is not directly associated with the incident that caused **You** to claim.

Injury

Bodily **Injury** death illness disease.

Insured Insured's You Your

The person (s) or Company named in the **Schedule**.

Insurer Our Us We

The Insurance Company named in the **Schedule** on whose behalf this insurance document is issued.

Landlords Contents

Fixtures and Fittings (but not those forming part of the structure) furniture furnishings carpets utensils and domestic appliances belonging to

You or for which You are responsible excluding:

- a) the **Property** of any **Resident** or **Occupier**;
- b) articles of gold silver or other precious metals or precious stones or articles made from them jewellery watches furs clothing and personal effects;
- c) **Money** bills of exchange and promissory notes deeds securities or documents of any kind;
- d) antiques works of art sculptures or curios where the individual value of any one item exceeds £1,000;
- e) business books plans specifications designs and computer records.

Contained in any **Residential Unit** at the **Premises**.

Landslip

Downward movement of sloping ground.

Money

Current cash bank and currency notes uncrossed cheques giro cheques postal orders money orders or bankers drafts unused current postage stamps unaffixed national insurance stamps national savings and holiday with pay stamps trading stamps luncheon vouchers mobile phone talk vouchers gift tokens consumer redemption vouchers travel tickets validated tickets for the national lottery and gaming machine tokens all belonging to **You** or for which **You** are responsible.

Occupier(s)

The owner tenant or Lessee of any **Commercial Unit** at the **Premises**.

Offshore

Any Offshore rig Offshore platform or Offshore installation in the sea or tidal waters.

Period of Insurance

The **Period** beginning with the Effective Date shown in the **Schedule** and ending with the Expiry Date and any other **Period** for which **We** have accepted **Your** premium.

Policy

The Commercial Property Owners Policy and **Schedule** and any **Endorsements** attached or issued with it.

Policy Wording

The policy wording is a standard contract form which details in 6 sections the cover provided, exclusions to the cover, conditions **You** must comply with in addition to other formal information such as what **You** need to do if **You** have a complaint, information on how to get help, and definitions of words that have a special meaning. The **Schedule** will show which sections are operative and which are not.

Pollution and Contamination

- a) all pollution and contamination of **Buildings** or other structures or of water or land or the atmosphere;
- and
- b) all **Damage to Property** or **Injury** directly or indirectly caused by such pollution and contamination.

Premises

The premises as stated in the **Statement of Fact** and specified in the **Schedule**.

Property

Material property belonging to **You** or for which **You** are responsible for the purposes of the **Business**.

Proposal

The **Statement of Fact** and any additional information supplied to **Us** by **You** or on **Your** behalf.

Resident(s)

The owner tenant or lessee of any **Residential Unit** and any member of his/her family permanently residing with him/her at the **Premises**.

Residential Unit

Any individual self-contained living area within any **Premises**.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **Buildings** within ten years of construction.

Statement of Facts

This is a record of the statements that **You** made when applying for this insurance – in the case of the statement of facts it is a record of information **You** or **Your** insurance advisor have entered into our computer systems or have advised in the course of a telephone conversation or other media.

The **Insurers** have used the information **You** have supplied to determine the terms on which they are prepared to provide the insurance and the premium they require. It is extremely important that **You** check this document most carefully to ensure that **You** have taken care to honestly provide this information and that to the best of **Your** knowledge and belief, it is accurate, and you have made a fair presentation of the risk. If **You** don't, **Your Policy** may be cancelled, or treated as if it never existed, or **Your** claim rejected or not fully paid. If **You** are in any doubt, **You** should speak to **Us** or **Your** insurance advisor.

Should any of the information **You** have provided, and which is recorded on the statement of facts change during the **Period of Insurance**, **You** must tell **Us**. **We** may then amend the premium charged and the terms of this **Policy**.

Subsidence

Downward movement of the ground beneath the **Buildings** other than by **Settlement**.

The Schedule

The schedule details which sections of the **Policy** are operative, and the major sums insured and limits that apply to each of those sections. The schedule also details the location(s) that are being **Insured** by the **Policy** and the main **Excesses** that apply to a claim. Finally, the schedule will show if there are any additional **Endorsements** applying.

Virus or Similar Mechanism

Program code programming instruction or any set of instructions intentionally constructed with the ability to **Damage** interfere with or otherwise adversely affect computer programs **Data** files or operations whether involving self-replication or not the definition of virus or similar mechanism includes but is not limited to Trojan horses worms and logic bombs.

Unoccupied

Any **Premises** part of any **Premises** or **Residential Unit** or **Commercial Unit** that for a **Period** exceeding 60 consecutive days is:

- a) not occupied or;
- b) untenanted or;
- c) empty or no longer in use.

Section 1 - Property Damage

What is Covered

We will indemnify You against **Damage** to the **Property** at the **Premises** described in each item of the **Schedule** caused by the following insured perils up to the sum insured for each Item shown in the **Schedule**.

What is not Covered

The amount of **Excess** shown in the **Schedule**.

Any **Property** more specifically **Insured** by You or on Your behalf.

Indirect Loss of any kind or description.

Damage caused by the bursting of a boiler or other equipment belonging to You or in Your control where the internal pressure is due to steam only other than fire as a result of Explosion unless used for domestic purposes only.

Damage caused by Explosion in respect of and originating in any vessel machinery or apparatus or its contents belonging to You or in Your control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus is the subject of a **Policy** or other contract providing the required inspection service.

Damage by confiscation or detention by customs or other officials or authorities.

Damage to Glass or Sanitary Fittings other than:

- a) breakage by or arising out of Fire Lightning or Explosion or salvage operations consequent thereon;
- b) the cover provided by Extension of Glass Breakage of this Section.

Damage to any particular piece of plant or fittings of the electrical installation or appliances by self-ignition short circuit excessive pressure self-heating or leakage of electricity.

Insured Perils

1. Fire Lightning Explosion Earthquake

2. Impact by Aircraft or other aerial devices or articles dropped from them or by any vehicle train animal falling tree or branch aerial or mast or satellite dish

3. Storm Tempest or Flood

4. Escape of water from any tank apparatus or pipe including **Damage** to any fixed tank apparatus or pipe caused by freezing or forcible and violent bursting

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

Damage to glass.

Damage:

- a) resulting from frost **Subsidence Hacking** or **Landslip**;
- b) to moveable **Property** in the open;
- c) to gates fences and posts hedges.

Damage:

- a) in any **Premises** part of any **Premises** or individual **Commercial Unit** or **Residential Unit** which is **Unoccupied**;
- b) caused by wet or dry rot rust corrosion or other wear and tear;
- c) caused by mould or toxic mould;
- d) leakage of automatic sprinkler installations.

Damage:

- a) arising from the cessation of work;

| | |
|--|---|
| | <p>b) in any Premises part of any Premises or individual Commercial Unit or Residential Unit which is Unoccupied;</p> <p>c) by theft or attempted theft directly caused by malicious persons not acting in connection with any political organisation;</p> <p>d) Damage caused by You or Your Employee.</p> <p>Any amount in Excess of £10,000 any one loss in respect of Damage caused by Residents or Occupiers.</p> |
| <p>6. Leakage of oil from any fixed heating installation</p> | <p>Damage in any Premises part of any Premises or individual Commercial Unit or Residential Unit which is Unoccupied.</p> |
| <p>7. Theft or attempted theft</p> | <p>Damage:</p> <p>a) in any Premises part of any Premises or individual Commercial Unit or Residential Unit which is Unoccupied;</p> <p>b) caused by You or Your family;</p> <p>c) caused by any Resident or by his/her guest to the portion of the Premises in which they reside;</p> <p>d) to Contents in Communal Areas and/or Contents in Residential Units unless there has been forcible and violent entry to or exit from the Premises.</p> |
| <p>8. Subsidence Hacking or Landslip (only operative if stated on the Schedule)</p> | <p>Damage to yards car parks roads terraces patios pavements or other paved areas swimming pools hard tennis courts walls gates fences cesspits septic tanks fixed fuel oil tanks and diesel tanks piping ducting cables wires and associated control gears and accessories unless also affecting the structure of the building or outbuildings at the risk address stated in the Schedule.</p> <p>Damage to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the Buildings are Damaged at the same time and from the same cause.</p> <p>Damage caused by or consisting of:</p> <p>a) the normal Settlement or bedding down of new structures;</p> <p>b) the Settlement or movement of made up ground;</p> <p>c) coastal or river erosion;</p> <p>d) defective design or workmanship or the use of defective materials including inadequate construction of foundations;</p> <p>e) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe.</p> <p>Damage resulting from:</p> <p>a) demolition construction structural alteration or repair of any building; or</p> <p>b) groundworks or excavation at the Premises.</p> <p>Damage which originated prior to the inception of this cover.</p> <p>The amount of the Excess shown in the Schedule.</p> |
| <p>9. Any other accidental Damage (only operative if stated on the Schedule)</p> | <p>Damage in any Premises part of any Premises or individual Commercial Unit or Residential Unit which is Unoccupied.</p> <p>Damage caused by or resulting from:</p> <p>a) any of the insured perils 1-8;</p> <p>b) any event specifically excluded by any of the insured perils;</p> <p>c) theft or any attempted theft of any description;</p> |

- d) **Subsidence** or **Hacking** of any part of the site on which the **Buildings** stands or **Landslip**;
- e) any **Buildings Insured** by this Section own collapse or cracking;
- f) any dishonest or fraudulent action;
- g) wind hail sleet snow flood or dust to moveable **Property** in the open;
- h) frost corrosion rust dampness dryness shrinkage evaporation loss of weight contamination wet or dry rot marring scratching bruising or deterioration mildew mould or toxic mould;
- i) erosion the action of light climate or atmosphere moths vermin or insects;
- j) any process of cleaning dyeing restoring adjusting or repairing;
- k) normal maintenance or repair;
- l) change in temperature colour flavour texture or finish;
- m) any shortage due to error or omission.

Damage caused by or resulting from:

- a) nipple or joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed pipes in connection therewith;
- b) mechanical electrical or electronic breakdown or derangement fault electrical leakage or cut out;
- c) erasure or distortion of information on computer systems or other records.

but this will not exclude:

- i. such **Damage** if resulting from a cause which is not otherwise excluded;
- ii. subsequent **Damage** which results from a cause not otherwise excluded.

Damage caused by:

- a) its own faulty or defective design or materials;
- b) inherent vice latent defect gradual deterioration wear and tear;
- c) faulty or defective workmanship operational error or omission on the part of **You** or any of **Your Employees**.

but this will not exclude subsequent **Damage** which results from a cause not otherwise excluded.

Damage:

- a) to **Property** in transit;
- b) to **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property**;
- c) arising during installation maintenance removal or use contrary to the manufacturer's instructions or interference with any component part.

Damage caused by or resulting from:

- a) nipple or joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed pipes in connection therewith;

- b) mechanical electrical or electronic breakdown or derangement fault electrical leakage or cut out;
 - c) erasure or distortion of information on computer systems or other records.
- but this will not exclude:
- i. such **Damage** if resulting from a cause which is not otherwise excluded;
 - ii. subsequent **Damage** which results from a cause not otherwise excluded.

Damage caused by:

- a) its own faulty or defective design or materials;
- b) inherent vice latent defect gradual deterioration wear and tear;
- c) faulty or defective workmanship operational error or omission on the part of **You** or any of **Your Employees**;

but this will not exclude subsequent **Damage** which results from a cause not otherwise excluded.

Extensions

Cover provided by this Section is extended to include

| What is Covered | What is not Covered |
|--|--|
| <p>A Architects Surveyors Legal and Consulting Engineers Fees</p> <p>The reasonable fees necessarily incurred following Damage Insured by this Section to reinstate or repair the Premises.</p> | <p>Any fees incurred for preparing any claim.</p> <p>Any amount exceeding the sum insured on Buildings.</p> |
| <p>B Capital Additions</p> <ul style="list-style-type: none"> a) any newly acquired and/or newly erected Building or a Building in the course of construction; b) alterations additions and improvements to Buildings but not for any appreciation in value. <p>anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands provided that:</p> <ul style="list-style-type: none"> a) You provide the full particulars of such extension of cover as soon as practicable; b) You pay the additional premium required. | <p>Any amount in Excess of 10% of the Building sum insured for each item covered or £250,000 whichever is the lesser.</p> <p>Damage to:</p> <ul style="list-style-type: none"> a) any Property for which any contractor is responsible; b) any Property more specifically Insured. |
| <p>C Clearance of Drains</p> <p>The reasonable costs incurred by You to clear drains gutters and sewers owned by or for which You are responsible as a result of Damage occurring to the Premises Insured by this section.</p> | <p>Any amount in Excess of £1,000 in respect of any claim.</p> |
| <p>D Concern for Welfare Costs</p> <p>The costs incurred following Damage by the police or persons acting under their control in gaining access to the Buildings or Residential Unit as a result of their concern for the welfare of a Resident.</p> | <p>Damage caused by the police in the course of criminal investigations.</p> <p>Any amount in Excess of £5,000 any one loss and £25,000 in the Period of Insurance.</p> |
| <p>E Damage to Cables and Underground Services</p> <p>The cost of repair following Accidental Damage for which You are responsible to cables and underground service pipes and</p> | <p>The costs of maintenance Damage caused by:</p> |

drains (and their inspection covers) at the **Premises** or connecting them to the mains.

- a) rust corrosion gradual deterioration rot or fungus vermin insects atmospheric or climatic conditions or other wear and tear;
- b) normal **Settlement** or shrinkage;
- c) faulty workmanship defective design or the use of defective materials;
- d) any amount in **Excess** of £5,000 any one loss and £25,000 in the **Period of Insurance**.

F Debris Removal

The reasonable cost and expenses necessarily incurred with **Our** consent in:

- a) removing debris from the **Premises** and the area immediately adjacent;
- b) dismantling and/or demolishing shoring up or propping of the portion or portions of the **Premises** as a result of **Damage insured** by this Section.

Any costs and expenses:

- a) arising from **Pollution or Contamination of Property not Insured** by this Section;
- b) more specifically **Insured** in relation to **Residents** contents.

Any amount exceeding the sum insured on **Buildings**.

G Debris Removal Residents Contents

The reasonable cost and expenses necessarily incurred with **Our** consent in removing from the **Premises** the debris of **Residents** contents sustaining **Damage** by any of the insured perils.

Any amount in **Excess** of £2,500 in respect of any one **Residential Unit**.

Any costs and expenses:

- a) in removing debris other than from the **Premises** and the area immediately adjacent;
- b) arising from **Pollution or Contamination of Property not Insured** by this Section;
- c) more specifically **Insured**.

H European Community and Public Authorities (including undamaged Property and sprinklers)

- a) The additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:
 - i. European Community Legislation;
 - ii. **Buildings** or other regulations under or framed in pursuance of any Acts of Parliament or local authority bye-laws.
- b) Where **We** require **You** to comply with current LPC Rules for Automatic Sprinkler Installations the additional cost of reinstating water supply equipment which:
 - i. conformed to previous LPC Rules;
 - ii. conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the date of the **Damage** or within such further time **We** may allow (during the said 12 months).

The work may be carried out upon another site (if the stipulations so necessitate) subject to **Our** liability under this Extension not being increased.

Special Condition applicable to this Extension

If **Our** liability under this Section apart from this Extension is reduced by the application of any terms and/or conditions of the **Policy** then **Our** liability will be reduced in proportion.

Any **Damage** occurring prior to the granting of this Extension.

Any amount in **Excess** of the sum insured on **Property** that has suffered **Damage**.

In respect of un**Damaged** portions and water supply equipment any amount in **Excess** of 15% of the amount **We** would have been liable to pay had the **Property** been wholly destroyed.

Any costs incurred:

- a) in respect of **Damage** not **Insured** by this Section;
- b) associated with an existing requirement which has to be implemented within a given **Period**;
- c) associated with any additional rate tax duty or other charge which may become payable following compliance with such legislation regulations or bye-laws;
- d) where notice was served upon **You** before the **Damage** occurred.

I Exceptional Measures

The costs **You** incur with **Our** consent in taking reasonable but exceptional measures to avoid or mitigate a valid claim under this Section provided that:

- a) the potential claim could not have been reasonably foreseen;
- b) the terms and conditions of this Section will apply as if **Damage** had occurred.

Any amount in **Excess** of £5,000 any one loss and £25,000 any one **Period of Insurance**.

J Extinguishment and Alarm Resetting Expenses

The reasonable costs incurred by **You** in refilling fire extinguishing appliances replacing used sprinkler heads and having fire burglar alarms and closed-circuit television equipment re-set following **Damage** occurring to the **Building** and an **Insured** peril operating.

K Glass Breakage

In the event of **Damage** or breakage of **Glass and Sanitary Fittings** for which **You** are responsible at the **Premises We** will replace or at **Our** option pay **You** the cost of replacement.

In addition, **We** will pay for:

- a) the reasonable costs of boarding-up following breakage of Glass;
- b) the repair of **Damage** to the frames or framework as result of such breakage of Glass;
- c) the cost of removal or replacement of fixtures and fittings in the course of replacement of Glass;
- d) the cost of replacing lettering or other ornamental work and alarm foil on Glass following breakage up to a maximum of £500 after the deduction of any **Excess**.

Any breakage or **Damage**:

- a) by or arising out of fire lightning or explosion or preventative or salvage operations consequent thereon;
- b) occurring during removal installation or transit;
- c) arising out of repairs or alterations being carried out at the **Premises**;
- d) of any item flawed or broken at the commencement of this insurance;
- e) scratching.
- f) in any **Premises** part of any **Premises** or individual **Commercial Unit** or **Residential Unit** which is **Unoccupied**.

L Ground Rent

We will pay up to 2 years ground **Rent** if the **Premises** are rendered temporarily uninhabitable as a result of **Damage Insured** by this Section but only for the **Period** necessary for reinstatement.

Any amount exceeding 20% of the **Buildings** sum insured applying to the **Premises** which have been **Damaged**.

M Landscaped Gardens

We will pay **You** following **Damage** to landscaped gardens caused by emergency services while attending the **Building** as a direct result of **Damage Insured** by this Section.

Any amount in **Excess** of £5,000 in respect of any one loss and £25,000 in any one **Period of Insurance**.

N Loss of Metered Water Heating Oil or Gas

The additional metered water heating oil or gas charges incurred by **You** following the loss of metered water or oil contained in a fixed installation at the **Premises** following **Insured Damage**.

Any amount in **Excess** of £5,000 in respect of any one loss and £25,000 in any **Period of Insurance**.

Any loss which has not been discovered and remedial action taken within 60 days of the occurrence.

Any loss in any **Premises** part of any **Premises** or individual **Residential Unit** which is **Unoccupied**.

The first £250 of any loss.

O Removal of Nests

The reasonable costs of removing wasps or bees nests from the **Premises**.

Any amount in **Excess** of £500 in respect of any claim and £5,000 in any **Period of Insurance**.

The costs of removing nests already in the **Buildings** before the inception of this **Policy**.

P Replacement Locks

The cost of replacing external door locks at the **Premises**

including external door locks for individual flats following loss of Keys by Theft from.

Any amount in **Excess** of £2,500 any one loss and £25,000 in any one **Period of Insurance**.

Losses due to non-return of keys .

The first £50 of any loss.

Q Temporary Removal of Contents

Contents of Communal Parts and/or **Contents of Residential Units Insured** by this Section are covered whilst temporarily removed from or whilst in transit to or from the **Premises** for cleaning renovation repair or similar purposes provided that they remain within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Any amount exceeding 10% of the sum insured for **Contents of Communal Parts** and/or **Contents of Residential Units** stated in the **Schedule** whichever is appropriate for the **Premises** from where they have been removed.

Any **Contents of Communal Parts** and/or **Contents of Residential Units** removed for more than 90 days.

R Trace and Access

The reasonable costs incurred by **You**:

a) in locating the actual source of the **Damage**;
 and

b) any repairs directly arising from (a) above.

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

Any amount in **Excess** of £25,000 in any one **Period of Insurance**.

S Tree Felling and Lopping

The cost of removing or lopping trees which are an immediate threat to the safety of life or **Property**.

Any amount in **Excess** of £500 any one loss and £2,500 any one **Period of Insurance**.

Any Legal or Local Authority costs involved in removing trees.

Any costs incurred solely to comply with a preservation order.

Any costs incurred solely in respect of general upkeep or maintenance of trees.

T Tree Removal

The cost of removing fallen trees or branches from the **Premises**.

Any amount in **Excess** of £500 any one loss and £2,500 any one **Period of Insurance**.

Unless the costs arise from **Damage Insured** by this Section.

U Unauthorised Use of Utilities

The cost of metered electricity gas or water for which **You** are responsible arising from its unauthorised use by persons taking possession and keeping possession or occupying the **Premises** without **Your** authority provided that **You** take all practical steps to terminate such unauthorised use as soon as it is discovered.

Any amount exceeding £5,000 any one loss and £25,000 in any one **Period of Insurance**.

Specific Conditions Applicable to this section

These conditions of cover apply only to this **Policy** extension.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Index Linking

The sum insured by each item is subject to **Index Linking**.

2. Limit of Liability

The maximum amount payable in respect of any one item is the sum insured stated in the **Schedule** for that item plus **Index Linking** except where Optional Cover A Day One Average applies.

3. Basis of Claims Settlement

1 Buildings

Following **Damage** to **Buildings** under this Section by any of the insured perils the basis upon which the amount payable hereunder is calculated will be the reinstatement of the **Property Damaged**.

For this purpose "reinstatement" means:

- a) the rebuilding or replacement of **Property** lost or destroyed which provided that **Our** liability is not increased may be carried out:
 - i. in any manner suitable to **Your** requirements;
 - ii. upon another site.
- b) the repair or restoration of **Property Damaged**;

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

Special Conditions

- a) **Our** liability for the repair or restoration of the **Property Damaged** in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed.
- b) if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** covered by any item subject to this clause exceeds its sum insured at the commencement of any **Damage** **Our** liability will not exceed that proportion of the amount of the **Damage** which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such **Property** at that time.
- c) no payment beyond the amount which would have been payable in the absence of this Clause shall be made:
 - i. unless reinstatement commences and proceeds without unreasonable delay;
 - ii. until the cost of reinstatement shall have been actually incurred;
 - iii. if the **Property Insured** at the time of its loss destruction or **Damage** shall be **Insured** by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.
- d) all the terms and Conditions of the **Policy** shall apply in respect of any claim payable under the provisions of the Clause except in so far as they are varied hereby.
- e) where claims are payable as if Specific Condition 3 had not been incorporated and the sum insured shown on the **Schedule** at the time of the **Damage** is less than the total value of the **Property** then **You** will be regarded as **Your** own **Insurer** for the difference and bear a rateable share of the loss accordingly.

2 Landlords Contents

Following **Damage** to **Landlords Contents** under this Section by any of the insured perils **We** will pay **You** the value of the **Property** at the time of the **Damage** or at **Our** option reinstate or replace the **Property** or any part thereof.

If the sum insured shown on the **Schedule** at the time of the **Damage** is less than the full cost of replacement at current prices, then **You** will be regarded as **Your** own **Insurer** for the difference and bear a rateable share of the **Damage** accordingly.

4. Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of loss or **Damage** under this Section **We** will automatically reinstate the sum insured provided that **You** undertake to pay the appropriate additional premium.

5. Excess

We will not be responsible for the first amount of any claim as stated in the **Policy** or any **Endorsement**.

6. Excess Aggregation

Where a claim is to be dealt with under both Sections 1 and 2 and under the terms of the **Policy** and **We** are not liable for the first amount of any claim under each Section **We** agree that provided the claim arises out of the same single cause **We** will apply the **Excess** as if the claim was payable under a single Section.

7. Non-Invalidation

This insurance will not be invalidated by anything which increases the risk of **Damage** provided that:

- a) it is without **Your** authority or knowledge or beyond **Your** control;

- b) You tell Us as soon as You become aware of the increased risk of **Damage**;
- c) You pay any additional premium.

8. Mortgagees Freeholders and Lessors

The act or neglect of any mortgagor leaseholder lessee or **Occupier** of any **Premises Insured** by this **Policy** whereby the risk is increased without the authority or knowledge of any mortgagee freeholder or lessor will not prejudice the interest of the latter parties in this insurance provided that they notify **Us** immediately on becoming aware of such increased risk and pay an additional premium if required.

9. Workmen

Workmen are allowed on the **Premises** for the purposes of making minor structural and other alterations from time to time without prejudice to this insurance.

10. Investigating Expenses

Where a **Building** has suffered **Damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **Damage** to portions of the same **Building** which is not immediately apparent **We** will pay the reasonable costs necessarily incurred by **You** with **Our** consent in establishing whether or not such **Damage** has occurred.

11. Felt Roofs

It is a condition precedent to liability that any **Premises** with a felt roof where the mineral felt surface has not been replaced for ten years then this roof must be inspected annually by a competent roofing contractor prior to the month of October each year and any necessary works identified should be completed within 60 days of receipt of the report by **You** and evidence of such inspection and any remedial work identified following such inspection should be kept and produced if requested by **Us**.

Where this insurance **Policy** does not commence with **Us** until after 1st October in the first year of insurance **You** must arrange for an inspection within 60 days of the commencement of this insurance with **Us** and immediately carry out any repairs necessary within the same 60-day time **Period** (unless a longer **Period** for completion of the remedial work has been agreed by **Us**).

If **You** do not comply with this condition, **We** will not pay **Your** claim.

Optional Cover

A. Day One Average

Where the Day One Average Clause is shown as operative in the **Schedule** Specific Condition 3 Basis of Claims **Settlement 1 Buildings** is replaced with the following.

Basis of Claims Settlement – Day One Average

1. Buildings

- A Following **Damage** to **Buildings** under this Section by any of the insured perils the basis upon which the amount payable hereunder is calculated will be the reinstatement of the **Property Damaged**.

For this purpose “reinstatement” means:

- a) the rebuilding or replacement of **Property** lost or destroyed which provided that **Our** liability is not increased may be carried out:
 - i. in any manner suitable to **Your** requirements;
 - ii. upon another site.
- b) the repair or restoration of **Property Damaged**;

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

B Declared Value

The first and annual premiums are based on the **Declared Value** as stated in the **Schedule**.

Declared Value means:

Your assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with Paragraph (A) at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with an allowance for:

- a) the additional cost of reinstatement to comply with:
 - i. European Union Legislation;
 - ii. Act of Parliament;

- iii. Bye-Laws of any public authority.
- b) professional fees;
- c) debris removal costs.

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

Special Conditions

- a) the **Declared Value** for each subsequent **Period of Insurance** will be adjusted by **Index Linking**;
- b) **Our** liability for the repair or restoration of the **Property Damaged** in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed;
- c) if at the time of the **Damage** the **Declared Value** of the **Property** covered by any item is less than the cost of reinstatement (as defined in paragraph B) at the start of the **Period of Insurance** **Our** liability for any **Damage** will not exceed that proportion which the **Declared Value** bears to the sum representing the total cost of reinstating the whole of such **Property** at that time;
- d) no payment beyond the amount which would have been payable in the absence of this Clause shall be made:
 - i. unless reinstatement commences and proceeds without unreasonable delay;
 - ii. until the cost of reinstatement shall have been actually incurred;
 - iii. if the **Property Insured** at the time of its **Damage** shall be **Insured** by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.
- e) all the terms and conditions of the **Policy** shall apply:
 - i. in respect of any claim payable under the provisions of this Clause except in so far as they are varied hereby;
 - ii. where claims are payable as if this Clause had not been incorporated.
- f) the maximum we will pay in respect of each separate location subject to this Clause is as stated in the **Schedule**;
- g) where claims are payable as if this Clause had not been incorporated and the sum insured shown on the **Schedule** at the time of the **Damage** is less than the total value of the **Property** then **You** will be regarded as **Your** own **Insurer** for the difference and bear a rateable share of the loss accordingly.

Section 2 - Loss of Rent and Alternative Residential Accommodation

Definitions

Refer to the **Policy** Definitions on pages 3 to 6.

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Additional Costs

The additional expenditure necessarily and reasonably incurred with **Our** consent for the sole purpose of avoiding or diminishing the **Loss of Rent** which but for that expenditure would have taken place during the **Indemnity Period** but not for any amount greater than the amount of **Loss of Rent** thereby avoided.

Alternative Residential Accommodation

The reasonable costs incurred by **Residents** with **Our** consent for:

- a) alternative similar comparable **Residential** accommodation;
- b) temporary storage of furniture;
- c) accommodation in kennels or catteries for **Residents** dogs and cats where the alternative accommodation does not permit the keeping of cats and dogs.

during the **Period** whilst the **Premises** or parts of the **Premises** which have been **Damaged** are unfit for habitation or 24 months whichever is the lesser.

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 **Rent** is affected as a result of the **Damage**.

Loss of Rent

The amount by which the **Rent** during the **Indemnity Period** falls short of the **Rent** which but for the **Damage** would have been received.

Rent

The **Money** including service charges paid or payable to **You** by **Occupiers** or **Residents** for tenancies provided and services rendered at the **Premises**.

Re-letting Costs

The expenditure necessarily and reasonably incurred with **Our** consent in re-letting the **Premises** including legal fees or other charges incurred solely in consequence of such re-letting for the sole purpose of avoiding or diminishing the **Loss of Rent** which but for that expenditure would have taken place during the **Indemnity Period** but not for any amount greater than the amount of **Loss of Rent** thereby avoided.

Terrorists

A person or persons who engage(s) in terrorism.

What is Covered

In the event of **Damage** to the **Property** at the **Premises** for which **We** have admitted liability under Section 1 of this **Policy** which renders the **Premises** or parts of the **Premises** unfit for occupation **We** will pay:

- a) the reasonable costs of **Alternative Residential Accommodation** up to a maximum amount of 20% of the Building sum insured have suffered **Damage** for the **Period** whilst they are unfit for habitation or 24 months whichever is the lesser;
- b) the amount of **Loss of Rent**;
- c) the **Additional Costs** and **Re-letting Costs**;

What is not Covered

Any loss more specifically **Insured**.

- d) auditors or accountant's charges reasonably Incurred for producing and certifying details of a claim under this Section;
- e) legal advisor's charges reasonably incurred but only in respect of determining Your contractual rights under any **Rent** cessor clause or insurance break clause contained in the lease.

Less any sum saved during the **Indemnity Period** in respect of charges payable out of **Rent** which cease or are reduced as a result of the **Damage**.

Limit of Liability

The maximum amount payable during any one **Period of Insurance** under (b) (c) (d) and (e) of this Section in respect of any one individual **Premises** will not exceed the sum insured stated against the **Rent** item for those **Premises** in the **Schedule** plus any payment made under the **Rent** Review Extension or any other limit of liability in this Section whichever is the lesser.

Extensions

Following the operation of an **Insured** peril cover provided by this Section is extended to include.

| What is Covered | What is not Covered |
|---|--|
| <p>A Prevention of Access</p> <p>The Loss of Rent and/or the costs of Alternative Residential Accommodation following an interruption to the Business as a result of Damage by any of the insured perils included under Section 1 of this Policy to Property:</p> <ul style="list-style-type: none"> a) in the vicinity of the Premises which prevents or hinders the use of or access to the Premises; b) at the Buildings of Your Managing Agents within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. | <p>Any loss where the prevention or hindrance of access or use is less than 24 hours.</p> <p>Any amount in Excess of £25,000.</p> |
| <p>B Prevention of Access (non-Damage)</p> <p>The Loss of Rent and/or the costs of Alternative Residential Accommodation following an interruption to the Business as a result of access to or use of the Premises being hindered or prevented due to the Premises or Property in the vicinity being:</p> <ul style="list-style-type: none"> a) occupied by Terrorists or persons thought to be Terrorists; b) thought to contain or actually containing a harmful device. <p>provided that the police authorities are notified immediately.</p> | <p>Any loss:</p> <ul style="list-style-type: none"> a) where the prevention or hindrance of access or use is less than 24 hours; b) where the police authorities are not informed immediately; c) due to any cause within Your control Any amount in Excess of £25,000. |
| <p>C Failure of Public Supply</p> <p>The Loss of Rent and/or the costs of Alternative Residential Accommodation following an interruption to the Business as a result of Damage by any of the insured perils included under Section 1 of this Policy to Property at any:</p> <ul style="list-style-type: none"> a) generating station or sub-station of the electricity supply undertaking; b) land based Premises of the gas supply undertaking or of any natural gas producer linked directly to them; c) waterworks or pumping station of the water supply undertaking; d) land based Premises of the telecommunications undertaking. <p>from which the Premises obtain electricity gas water or</p> | <p>Where the interruption is less than 24 hours.</p> <p>Any amount in Excess of £25,000.</p> |

telecommunications services.

D Rent Review

Where the **Rent** is subject to a **Rent** review during the **Period of Insurance** the relevant sum insured will be automatically increased to reflect the revised **Rent** earned up to a maximum increase of 100% of the sum insured on **Rent** stated on 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 **Rent** for the next **Period of Insurance**.

E Sale of Property

If **You** have contracted to or have accepted an offer in writing subject to contract to sell **Your** interest in the **Premises** and the sale is subsequently delayed or cancelled as a direct result of the **Damage** as covered under the **Property Damage** Section of this **Policy** or another material **Damage** insurance arranged on **Your** behalf where liability has been accepted, **We** will pay:

- a)
 - i. interest payable by **You** on capital borrowed which but for the **Damage** would be available from the proceeds of the sale for investment in the **Business**
 - ii. the additional interest payable by **You** on amounts borrowed at a rate not exceeding 2% above the prevailing Inter Bank Lending rate;
 - iii. the investment interest lost by **You** on any proceeds of the sale after the deduction of any capital borrowed as detailed in (ii) above.
- b) the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the **Damage**.

but not exceeding either an amount equivalent to the expenditure incurred immediately prior to the **Damage** or £50,000 whichever is the lesser.

Provided that every reasonable effort is made by **You** to complete the sale of the **Premises** as soon as practicable after the **Damage**.

The above interest will be calculated from the date of the proposed sale and end on the date of actual sale or expiry of the **Indemnity Period** whichever is the earlier

The **Maximum Indemnity Period** for this Extension is 6 months.

Special Conditions Applicable to this Section

These conditions of cover apply only to this **Policy** extension.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Limit of Liability

The maximum amount payable any one occurrence in respect of any one item is the sum insured stated in the **Schedule** for that item.

2. Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this Section **We** will automatically reinstate the sum insured provided that **You** undertake to pay the appropriate additional premium.

3. Cessation of Trading

This Section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent.

4. Excess

We will not be responsible for the first amount of any claim as stated in the **Policy** or any **Endorsement**.

5. First Financial Year

In the event of **Damage** occurring before the expiration of the first financial year of the **Business** the results of the **Business** prior to the date of the **Damage** will be used as a basis upon which to assess what the **Rent** for the first financial year would have been had the **Damage** not occurred.

6. Payment on Account

In the event of **Damage**, **We** will if requested by **You** make monthly payments on account during the **Indemnity Period**.

7. Unoccupied Buildings

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

We will have regard:

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

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

8. VAT

To the extent that **You** are accountable to the tax authorities for Value Added Tax all items in this Section will be exclusive of such tax.

9. Rent Free Period

If at the date of the **Damage** the **Premises** are subject to a **Rent-free Period** under the terms of the lease then the **Indemnity Period** stated in the **Schedule** will be adjusted by adding the unexpired portion of the **Rent free Period** to the number of months shown in the **Schedule** provided that **Our** liability does not exceed the sum insured or any Limit of Liability stated in the **Policy** whichever is the lesser

10. New Developments

Where **Rent** is **Insured** in respect of new **Property** developments in the event of **Damage** **You** must show that but for the **Damage** **Rent** would have been earned and **You** will be required to support a claim for **Loss of Rent** by submitting reasonable evidence of the amount of **Rent** and the date from which it would have been earned.

We will have regard:

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

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

11. Individual Unit Payment Adjustment

The payment made for each **Commercial** and **Residential Unit** may be adjusted according to the percentage contribution made by each **Commercial Unit** and **Residential Unit** towards the ground **Rent** and/or total management charges of the **Premises**.

12. Alternative Trading

If during the **Indemnity Period** accommodation is provided or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or anyone on **Your** behalf the **Money** paid or payable in respect of such accommodation and services shall be brought in to account in arriving at the **Rent** during the **Indemnity Period**.

Section 3 - Business Liability

Definitions

Refer to the **Policy** Definitions on pages 4 to 7.

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Asbestos

Asbestos, **Asbestos** fibres or any derivatives of **Asbestos**.

Business

The ownership of the Properties specified in the **Policy Schedule**.

Compensation

Damages including interest.

Costs and Expenses

- a) **Costs and Expenses** of claimants for which **You** are legally liable.
- b) **Costs and Expenses** incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Section.
- c) fees incurred with **Our** written consent for:
 - i. defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory or common law duty resulting in **Injury**;
 - ii. representation at a Coroners Court or Fatal Accident Inquiry in respect of any death.

In connection with any event which is or may be the subject of indemnity under this Section.

Territorial Limits

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- b) Elsewhere in the world other than **Offshore** for visits in the connection with the **Business** undertaken by **You** or any **Employee** normally **Resident** in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in respect of the performance of non-manual work.

Section 3 - Sub Section A - Employers Liability

This Section only applies if shown as Insured in the Schedule

| What is Covered | What is not Covered |
|--|---|
| <p>We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of Injury sustained by any Employee caused during the Period of Insurance within the Territorial Limits and arising out of their employment by You in the course of the Business.</p> <p>Limit of Liability</p> <p>Our liability under this Section for Compensation and Costs and Expenses payable in respect of any one event will not exceed the amount stated in this Section of the Schedule.</p> | <p>Any liability arising out of:</p> <ul style="list-style-type: none"> a) any work away from the Premises other than non-manual commercial duties collection or delivery; b) being on working on or travelling to or from any Offshore location. <p>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 any other compulsory Road Traffic Act Legislation.</p> |

Extensions

What is Covered

A Payment for Court Attendance

In the event of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity 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 the Insured | £250 |
| b) | any Employee | £150 |

What is not Covered

Any liability arising out of:

- a) any work away from the **Premises** other than non-manual commercial duties collection or delivery;
- b) being on working on or travelling to or from any **Offshore** location.

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 any other compulsory Road Traffic Act Legislation.

B Injury to Working Partners

We will treat as an **Employee** any working partner or proprietor of the **Business** who suffers **Injury** Provided that:

- a) such **Injury** is sustained whilst working in connection with the **Business** caused during the **Period of Insurance** and within the **Territorial Limits**;
- b) liability for such **Injury** is caused by another working partner proprietor or **Employee**;
- c) the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or **Employee** responsible for the **Injury**.

C Health and Safety

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with an alleged breach of statutory duty under Health and Safety Legislation enacted within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this Section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

Any fines penalties or award of **Compensation** imposed by a criminal court.

The **Costs and Expenses** of an appeal against improvement or prohibition notices.

Any **Costs and Expenses** covered by any other insurance.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

D Unsatisfied Court Judgements

In the event of **Injury** to an **Employee** sustained during the **Period of Insurance** and arising out of their employment by **You** in the course of the **Business** which results in a judgement for

Compensation being obtained by such **Employee** or their personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement **We** will at **Your** request pay to the **Employee** or their 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 **Compensation** is obtained in a court of law within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands against a company partnership or individual other than **You** conducting **Business** at or from **Premises** within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- b) there is no appeal outstanding;
- c) this judgement relates to **Injury** which would otherwise be within the terms of the **Policy**.

If any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**.

E Additional Persons Insured

We will subject to the terms of this **Policy** indemnify:

- a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) at **Your** request:
 - 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 director of the **Insured** or **Employee** in respect of liability arising in connection with the **Business**.

Provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**:

- i. any director or senior official of the **Insured** in respect of private work undertaken by any **Employee** for such director or senior official.

Provided that:

- a) such persons are not entitled to indemnity under any other **Policy** covering such liability;
- b) each person will as though they were **You** observe fulfill and be subject to the terms of this **Policy** insofar as they can apply;
- c) **We** shall retain the sole conduct and control of all claims;
- d) where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of and **Compensation** and **Costs and Expenses** will not exceed the amount stated in this Section of the **Schedule**.

F Corporate Manslaughter and Corporate Homicide

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with any criminal inquiry into or court proceedings brought for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007,

Any fines penalties or award of **Compensation** imposed by a criminal court.

Any **Costs and Expenses** covered by any other insurance.

or successors thereof in respect of any death occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this Section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn, **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

The **Costs and Expenses** of implementing or failing to comply with any remedial or publicity order.

Special Conditions Applicable to this Section

These conditions of cover apply only to this **Policy** extension.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Discharge of Liability

We may pay **You** the limit of liability or any lesser amount for which any claim or claims against **You** can be settled taking into account any amount already paid and **We** will be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment provided that in no circumstances shall the total amount paid exceed the limit of liability.

2. Right of Recovery

This insurance 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 Isle of Man or the Channel Islands but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

3. Radioactive Contamination

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 will not apply to any liability of whatsoever nature directly or indirectly 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;
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Section 3 Sub Section B - Property Owners Liability

| What is Covered | What is not Covered |
|--|--|
| <p>We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses as a result of accidental:</p> <ul style="list-style-type: none"> a) Injury to any person; b) Damage to material Property; c) Obstruction trespass nuisance or interference with any right of way air or light or water or other easement; | <p>The amount of Excess shown in the Schedule.</p> <p>Any liquidated Damages fines or penalties.</p> <p>Any punitive exemplary aggravated or restitutionary Damages or any additional Damages resulting from the multiplication of compensatory Damages or other non-compensatory Damages.</p> |

- d) Wrongful arrest malicious prosecution detention imprisonment eviction or invasion of the right of privacy of any person (not being an **Employee**).

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

Limit of Liability

Our liability under this Section for **Compensation** payable in respect of any one claim against **You** or series of claims against **You** arising out of one event will not exceed the amount stated in the **Schedule** other than in respect of **Pollution and Contamination** where the amount stated in the **Schedule** will be the maximum amount payable in respect of all claims occurring during any one **Period of Insurance**.

Any liability which is **Insured** by or would but for the existence of this Section be **Insured** by any other **Policy**.

Any liability imposed on **You** by reasons of the terms of any contract conditions (except as provided by Extension E).

Any liability in respect of:

- a) **Injury** to any **Employee** or partner or proprietor arising out of and in the course of employment by **You** in the **Business**;
- b) loss of or **Damage** to any **Property**:
 - i. owned loaned leased hired or **Rented** to **You**;
 - ii. held in trust by **You** or held in **Your** custody or control or that of any **Employee** or any other party who is carrying out work on **Your** behalf.
- c) the ownership possession or use by **You** or on **Your** behalf of:
 - i. any craft designed to travel in on or through water air or space other than hand propelled watercraft less than 8 metres in length;
 - ii. any mechanically propelled vehicle (or trailer attached thereto) licensed for road use or for which compulsory insurance or security is required under road traffic legislation other than in respect of the loading or unloading of such vehicle provided there is no more specific insurance in force.
- d) the ownership possession or use by **You** of:
 - i. any **Buildings** not **Insured** under Section 1 of this **Policy**;
 - ii. any land unless otherwise stated in the **Schedule**.
- e) the ownership or operation of any aircraft landing or airside facility;
- f) **Your** occupation of any of the **Premises**;
- g) any work away from the **Premises** other than non-manual commercial duties collection or delivery
- h) any work in connection with:
 - i. excavation site clearance construction erection structural extension alteration or demolition;
 - ii. the operation of a sling or cradle.
- i) work in or on or in connection with and/or Goods Supplied to any **Offshore** location;
- j) **Injury** or **Damage** arising from or caused by any professional negligence wrongful or inadequate treatment examination prescription or advice by **You** or anyone acting on **Your** behalf for a fee;
- k) **Injury** or **Damage** to **Property** arising from incidents involving any dog described in Section 1 of the Dangerous Dogs Act 1991;
- l) the exposure to inhalation or fears of the consequences of exposure to or inhalation of the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under statutory duty to manage) any **Property** arising out of the presence of **Asbestos** including any product containing **Asbestos**;

- m) **Pollution or Contamination** other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**;
 All **Pollution and Contamination** which arises out of one incident will be deemed to have occurred at the time such incident takes place;
- n) **Damage to any Property**:
 - i. comprising the permanent or temporary works undertaken by **You** in the course of any contract or agreement and which is under **Your** control or for which **You** are responsible;
 - ii. against which **You** are required to effect insurance by reason of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any other contract condition incorporating a similar requirement.
- o) any costs in rectifying or replacing defective work;
- p) **Injury or Damage to Property** arising from Goods Supplied other than:
 - i. the sale or supply of food and drink;
 - ii. the disposal of furniture and furnishings previously used in the course of the **Business**.
- q) any costs incurred in recalling or making refunds in respect of any Goods Supplied;
- r) **Damage** to any Goods Supplied if such **Damage** is attributable to any defect therein or the harmful nature or unsuitability thereof;
- s) **Damage** to or the costs of or arising from the need for making good removal repair rectification replacement recall or making refunds in respect of any Goods Supplied;

Extensions

What is Covered

A Additional Persons Insured

We will subject to the terms of this **Policy** indemnify:

- a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) at **Your** request:
 - 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 director of the **Insured** or **Employee** in respect of liability arising in connection with the **Business**.

Provided that **You** would have been entitled to indemnity 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;

What is not Covered

- iv. any director or senior official of the **Insured** in respect of private work undertaken by any **Employee** for such director or senior official.

Provided that:

- a) such persons are not entitled to indemnity under any other **Policy** covering such liability;
- b) each person will as though they were **You** observe fulfill and be subject to the terms of this **Policy** insofar as they can apply;
- c) **We** shall retain the sole conduct and control of all claims;
- d) where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of **Compensation** and **Costs and Expenses** will not exceed the amount stated in this Section of the **Schedule**.

B Cross Liabilities

If there is more than one **Insured** specified in the **Schedule** this Section will apply separately to each one as if a separate **Policy** had been issued to each provided that **Our** total liability does not exceed the Limit of Liability stated in this Section of the **Schedule**.

C Defective Premises Act

We will indemnify **You** in respect of **Injury** or loss or **Damage** to **Property** which **You** may incur as owner by virtue of the Defective **Premises** Act 1972 or the Defective **Premises** (Northern Ireland) Order 1975 in connection with any **Premises** which have been disposed of by **You** and which prior to disposal were occupied by **You** in connection with the **Business**.

Any liability for which **You** are entitled to indemnity under any other **Policy** of insurance.

Injury or loss or **Damage** happening prior to the disposal of the **Premises**.

The cost of repairing replacing or reinstating any defect or alleged defect giving rise to such claim or for the rectification of faulty workmanship.

D Contractual Liability

We will indemnify **You** in respect of liability which is imposed on **You** by reason of the terms of any contract conditions or agreement which would not otherwise have attached in the absence of such contract condition or agreement provided that the conduct and control of any claim is vested in **Us**.

Liquidated Damages fines or penalties.

Any liability which arises from any Goods Supplied where such liability has been accepted by contract or agreement.

Arising from any contract or agreement which involves work outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

For **Damage** to **Property** caused by those risks against which **You** are required to effect insurance by reason of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any other contract condition incorporating a similar requirement.

E Health and Safety at Work etc Act 1974

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with an alleged breach of statutory duty under Health and Safety Legislation enacted within Great Britain Northern Ireland the Channel Islands and the Isle of Man occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this Section.

Any fines penalties or award of **Compensation** imposed by a criminal court.

The **Costs and Expenses** of an appeal against improvement or prohibition notices.

Any **Costs and Expenses** covered by any other insurance.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn, **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

The **Costs and Expenses** on indictment for manslaughter, corporate manslaughter corporate homicide or culpable homicide other than costs already incurred under this clause..

The **Costs and Expenses** in respect of any activity or risk excluded from this **Policy**.

**F Consumer Protection and Food Safety Acts
 - Legal Defence Costs**

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with an alleged breach of statutory duty under Consumer Protection and Food Safety legislation enacted within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this Section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn, **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

Any fines penalties or awards of **Compensation** imposed by a criminal court.

Any **Costs and Expenses** covered by any other insurance.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

G Damage to Leased or Rented Premises

We will indemnify **You** in respect of **Damage** to the **Premises** (including fixtures and fittings) for which **You** are legally liable within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands which are leased hired or **Rented** by **You** in connection with the **Business**.

Such **Damage** if the liability is assumed under a tenancy or other agreement and would not have attached in the absence of such agreement.

Such **Damage** which the tenancy or other agreement specifies that insurance is taken out by **You** or on **Your** behalf.

The first £250 of any claim other than where the cause is Fire or Explosion.

H Payment for Court Attendance

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

- c) any Director or Partner of the **Insured** £250
- d) any **Employee** £150

I Data Protection Regulations

We will indemnify You and at Your request any Director or Employee in respect of the sums which You or any Director or Employee become legally liable to pay as Compensation under the Data Protection Regulations for Damage or distress caused in connection with the Business during the Period of Insurance Provided that You are appropriately licenced in accordance with the terms of the Data Protection Regulations.

Our maximum liability including all cost and expenses under this Extension in respect of all claims occurring during any one Period of Insurance will not exceed £250,000.

For the purposes of this Extension the phrases or words Data Processor, Data and Processing shall carry the same meaning as defined under the Data Protection Regulations.

Any liability in respect of:

- a) any Damage or distress caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission;
- b) any Damage or distress caused by any act of fraud or dishonesty;
- c) the Costs and Expenses of rectifying, rewriting or erasing Data;
- d) liability arising from the Processing of Data for reward or to determine the financial status of any person;
- e) any fines or penalties;
- f) the provision by You of the services of a Data Processor.

J Overseas Personal Liability

We will indemnify You and at Your request any Director Partner or Employee of Yours or any family member accompanying them in respect of legal liability incurred in a personal capacity whilst such persons are temporarily outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with the Business.

Any liability arising out of:

- a) the ownership or tenure of any land or building;
- b) the carrying on of any trade or profession;
- c) the ownership possession or use of wild animals, firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft;
- d) the existence of any agreement unless liability would have existed otherwise.

Any liability where indemnity is provided by any other Policy.

K Indemnity to Individual Residents

We will at Your request indemnify the Resident of any Residential Unit against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

Any liability of the Resident arising as Occupier of any Residential Unit.

Special Conditions Applicable to this Section

These conditions of cover apply only to this Policy extension.

You must comply with the following conditions to have the full protection of Your Policy.

Conditions may specify circumstances whereby non-compliance will mean that You will not receive payment for a claim. However You will be covered and We will pay Your claim if You are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Discharge of Liability

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

2. Excess

We will not be responsible for the first amount of any claim as stated in the Policy.

3. Limit of Liability (United States of America and Canada)

In respect of any claims against You made within the legal jurisdiction of the United States of America or Canada or if an action is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world Our liability in respect of Compensation and Costs and Expenses will not exceed the amount stated in the Schedule.

Section 4 - Commercial Legal Expenses

This Full Cover Extension is only operative if shown as Insured on the Schedule

This Section is administered by ARAG plc on behalf of the **Insurer** AmTrust Europe Limited. The **Insurer's** liability is several and they are liable for their proportion of liability in respect of this Section only and have no liability for any other **Insurers** proportion or in respect of any other Section of this **Policy**.

ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN. Registered in England 02585818.

ARAG plc is authorised and regulated by the Financial Conduct Authority.

Following an insured event the **Insurer** will pay **Costs and Expenses** including the cost of appeals (and compensation awards under insured event 1.B. – Employment Compensation Awards) up to the limit of indemnity and aggregate limit specified in **Your Policy** for all claims related by time or originating cause subject to all of the following requirements being met:

- a) the insured event arises in connection with the **Business** and occurs within the **Territorial Limits**;
- b) the claim:
 - i. always has **Reasonable Prospects of Success**;
 - ii. is reported to **us**:
 - during the **Period of Insurance**;
 - as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.
- c) unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim:
 - to be heard by the **Small Claims Court** or an Employment Tribunal and/or;
 - before proceedings have been or need to be issued.
- d) any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **Territorial Limits**.

A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form.

Definitions

Also refer to the **Policy** Definitions at the beginning of this **Policy**.

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. If there is a conflict between a definition in this Section and a definition elsewhere in this **Policy**, the definition in this Section will apply.

Appointed Advisor

The solicitor, accountant, mediator or other advisor appointed by **Us** to act on behalf of the **Insured**.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of 100% "no-win no-fee".

Conditional Fee Agreement

A legally enforceable agreement between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

Costs and Expenses

- a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
- b) in civil claims, other side's costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
- c) reasonable accountancy fees reasonably incurred under insured event 2 – Tax by the **Appointed Advisor** and agreed by **Us** in advance.
- d) **Your Employee's** basic wages or salary under insured event 7 – Loss of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where **You** do not pay for time lost and lost wages or

salary cannot be claimed back from the court or tribunal.

- e) the professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **You** under insured event 9 – Crisis Communication.

Employee

A worker who has or alleges they have entered into a contract of service with **You**, provided they have been declared to **Us**.

Insured

- a) **You, Your** directors, partners, managers, officers and **Employees** of **Your Business**.
- b) the estate, heirs, legal representatives or assigns of any persons mentioned in (a) in the event of such person dying.
- c) a person declared to **Us**, who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your** other Employees and who performs work under **Your** supervision.

Insurer

AmTrust Europe Limited.

Reasonable Prospects of Success

- a) other than as set out in (b) and (c) below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- b) in criminal prosecution claims where the **Insured**:
 - i. pleads guilty, a greater than 50% chance of reducing any sentence or fine; or
 - ii. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- c) in all claims involving an appeal, a greater than 50% chance of the **Insured** being successful. Where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Small Claims Court

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where the this Section of the **Policy** applies.

Territorial Limits

For insured event 4 – Legal Defence, 5 and 10 – Contract and Debt Recovery the United Kingdom of Great Britain and Northern Ireland, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union.

For all other **Insured** Events the United Kingdom of Great Britain and Northern Ireland, Channel Islands and the Isle of Man.

We, Us, Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, AmTrust Europe Limited.

You, Your

The **Business**.

1. Employment Disputes and Compensation Awards

What is Covered

What is not Covered

Insured Events

A. Employment Disputes

A dispute between **You** and **Your Employee**, **ex-Employee**, or a prospective **Employee**, arising from a breach or an alleged breach of their:

- a) contract of service with **You**; and/or;
- b) related legal rights.

A claim can be made under this Section if the **Policy** provided that all internal procedures as set out in the:

- i. ACAS Code of Practice for Disciplinary and Grievance Procedures; or
- ii. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland
- iii. have been or ought to have been concluded.

Any claim relating to:

- a) the pursuit of an action by **You** other than an appeal against the decision of a court or tribunal;
- b) redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this **Policy**, except where **You** have had equivalent cover in force up until the start of this **Policy**;
- c) **Costs and Expenses** for preparation and representation at an internal disciplinary hearing, grievance or appeal;
- d) a pension scheme where actions are brought by 10 or more **Employees** or **ex-Employees**.

B. Employment Compensation Awards

Following a claim, **We** have accepted under **Insured** Event 1.A. above – Employment, the **Insurer** will pay any:

- a) basic and compensatory award;
- b) an amount agreed by **Us** in settlement of a dispute.

Provided that compensation is:

- i. agreed through mediation or conciliation or under a settlement approved by **Us** in advance;
- ii. or awarded by a tribunal judgment after full argument unless given by default.

Compensation awards and **Settlements** relating to:

- a) money due to an **Employee** under a contract or a statutory provision relating thereto;
- b) trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning a European Works Council;
- c) civil claims or statutory rights relating to trustees of occupational pension schemes.

C. Employment Restrictive Covenants

- a) a dispute with **Your Employee** or **ex-Employee** which arises from their breach of a restrictive covenant where **You** are seeking financial remedy or damages.

Provided that the restrictive covenant:

- i. is designed to protect **Your** legitimate **Business** interests; and
- ii. is evidenced in writing and signed by **Your Employee** or **ex-Employee**; and
- iii. extends no further than is reasonably necessary to protect the **Business** interests; and
- iv. does not contain restrictions in excess of 12 months.
- b) a dispute with another party who alleges that **You** have breached their legal rights protected by a restrictive covenant.

2. Tax Protection

What is Covered

Insured Events

- a) a formally notified enquiry into Your tax affairs, or into the personal tax affairs of Your directors and/or partners.
- b) a dispute about **Your** compliance with regulations relating to:
 - i. Value Added Tax, or
 - ii. Pay As You Earn, or
 - iii. Social Security, or
 - iv. National Insurance Contributions, or
 - v. the Construction Industry Scheme, or
 - vi. IR35.
 following a compliance check by HM Revenue and Customs.
- c) an enquiry into **Your** tax affairs, or into the personal tax affairs of **Your** directors and/or partners, arising from an alleged discovery by HM Revenue and Customs.

Provided that:

- i. all returns are completed and have been submitted within the statutory timescales permitted; and
- ii. **You** keep proper records in accordance with statutory requirements; and
- iii. in respect of any appealable matter **You** have requested an Internal Review from HM Revenue and Customs where available.

What is not Covered

Any claim relating to:

- a) tax returns which result in HM Revenue and Customs imposing a penalty or which contain careless and/or deliberate misstatements;
- b) an investigation by the Fraud Investigation Service of HM Revenue and Customs;
- c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured's** financial arrangements;
- d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland;
- e) **Your** failure to register for VAT.

3. Property

What is Covered

Insured Events

A dispute relating to **Property**:

- a) following an event which causes physical **Damage to Your Property**;
- b) following a public or private nuisance or trespass;
- c) which **You** wish to recover or repossess from an **Employee** or ex-**Employee**.

What is not Covered

Any claim relating to:

- a) a contract between **You** and a third party except for a claim under 3 (c);
- b) goods in transit or goods lent or hired out;
- c) the compulsory purchase of, or demolition restrictions, controls or permissions placed on land or **Property** by any government, local or public authority;
- d) a dispute with any party other than the party who caused the damage, nuisance or trespass;
- e) a motor vehicle owned or used by, or hired or leased to an **Insured** other than damage to motor vehicles where **You** are engaged in the business of selling motor vehicles.

4. Legal Defence

What is Covered

Insured Events

- a) a criminal investigation and/or enquiry by:
 - i. the police;
 - ii. a health and safety authority; or
 - iii. other body with the power to prosecute where it is suspected that an offence may have been committed that could lead to the **Insured** being prosecuted.

What is not Covered

Any claim relating to a parking offence.

- b) an offence or alleged offence which leads to the **Insured** being prosecuted in a court of criminal jurisdiction.
- c) a motor prosecution brought against **Your** directors and/or partners that arises from the use of any vehicle for personal, social or domestic purposes or to commute to or from their place of work.

5. Compliance and Regulation

What is Covered

Insured Events

- a) receipt of a Statutory Notice that imposes terms against which **You** wish to appeal.
- b) notice of a formal investigation or disciplinary hearing by any professional or regulatory body.
- c) a civil action alleging wrongful arrest arising from an allegation of theft.

What is not Covered

Any claim relating to:

- a) the pursuit of an action by **You** other than an appeal;
- b) a routine inspection by a regulatory authority;
- c) a Health and Safety Executive Fee for Intervention.

6. Statutory License Appeals

What is Covered

Insured Events

An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew **Your** statutory licence or compulsory registration.

What is not Covered

7. Loss of Earnings

What is Covered

Insured Events

The **Insured's** absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the **Appointed Advisor** or whilst on Jury Service which results in loss of earnings.

What is not Covered

Any sum which can be recovered from the court or tribunal.

8. Employee's Extra Protection, Bodily Injury and Identity Theft

What is Covered

Insured Events

At **Your** request:

- a) where civil proceedings are issued against **Your Employee**:
 - i. for unlawful discrimination; or
 - ii. in their capacity as a trustee of a pension fund set up for the benefit of **Your** Employees.
- b) where an **Insured** or a member of their family suffers physical bodily **Injury** or death as a result of a sudden event;
- c) a claim arising from personal identity theft targeted at **Your** directors and/or partners.

What is not Covered

Any claim relating to:

- a) defending **You**;
- b) a condition, illness or disease which develops gradually over time.

9. Crisis Communication

What is Covered

Insured Events

Following an event which causes **Your Business** significant adverse publicity or reputational **Damage** which is likely to have a widespread financial impact on **Your Business**, **We** will:

- a) liaise with **You** and **Your** solicitor (whether the solicitor is an **Appointed Advisor** under this **Policy**, or acts on **Your** behalf under any other **Policy**), to draft a media statement or press release and/or;
- b) prepare communication for **Your** customers/staff and/or a telephone or website script and/or or social media messaging;
- c) arrange, support and represent an **Insured** at an event which media will be reporting;
- d) support the **Insured** by taking phone calls/email messages and managing interaction with media outlets;
- e) support and prepare the **Insured** for media interviews
- f) provided that **You** have sought and followed advice from **Our** Crisis Communication helpline.

What is not Covered

Any claim relating to:

- a) matters that should be dealt with through **Your** normal complaints procedures;
- b) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast;
- c) **Costs & Expenses** in excess of £10,000.

10. Contract and Debt Recovery

What is Covered

Insured Events

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **You** or on **Your** behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if **You** are claiming for an undisputed debt **You** have exhausted **Your** normal credit control procedures.

What is not Covered

Any claim relating to:

- a) an amount which is less than £200;
- b) a dispute with a tenant or leasee where **You** are the landlord or lessor;
- c) the sale or purchase of land or buildings;
- d) loans, mortgages, endowments, pensions or any other financial product;
- e) computer hardware, software, internet services or systems which:
 - i. have been supplied by **You**; or
 - ii. have been tailored to **Your** requirements.
- f) a breach or alleged breach of a professional duty by an **Insured**;
- g) the **Settlement** payable under an insurance policy;
- h) a dispute relating to an **Employee** or ex-**Employee**
- i) adjudication or arbitration.

This Extension only applies if shown as Insured in the Schedule

11. Residential Property Owners Protection (Property Repossession Cover)

What is Covered

What is not Covered

Insured Events

A. Repossession

Cover to pursue **Your** legal rights to repossess **Your Property** that **You** have let under a **Tenancy Agreement** provided **You** have:

- a) demanded rent in writing from **Your** tenant as soon as it is overdue and can provide evidence of this;
- b) given the tenant the correct notices for the repossession of **Your Property**;
- c) a right of repossession under:
 - i. Schedule 2, Parts 1 and 2 (grounds 1 to 16); or
 - ii. Schedule 5, Part 1 (grounds 1 to 16); or
 - iii. Part 1, Section 21; or
 - iv. Part 2, Section 33.

where the Housing Act 1988 as amended by the Housing Act 1996; the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act applies to **Your Tenancy Agreement**.

- d) where **You** have a license agreement for **Your Property** **You** will be seeking to invoke the termination clause.

B. Accommodation and Storage Costs

- | | |
|--|--|
| <ol style="list-style-type: none"> a) Your accommodation costs while You are unable to get possession of Your Property. b) Your storage costs to store Your personal possessions while You are unable to reoccupy Your Property provided that: c) possession is sought because You wish to live at Your Property; and d) You book and pay for accommodation and storage with Our consent and seek reimbursement of the agreed costs from Us. | <ol style="list-style-type: none"> a) accommodation costs exceeding £175 per day up to a maximum of £5,250 in total. b) storage costs exceeding £50 for each complete week up to maximum of £300 in total. |
|--|--|

C. Prosecution Defence

A prosecution against **You** that arises from **You** letting out **Your Property**.

D. Recovery of Rent Arrears

Pursuit of **Your** legal right to recover rent due under a **Tenancy Agreement** for **Your Property**.

General Conditions applicable to Section 4 Commercial Legal Expenses

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can cancel this Section of **Your Policy**, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Costs and Expenses** from the **Insured** if this happens.

A. An Insured must:

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in **Your** favour;
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them;
- c) take reasonable steps to claim back **Costs and Expenses** and, where recovered, pay them to the **Insurer**;
- d) keep **Costs and Expenses** as low as possible.

B. Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction

All legal instruments and rules referred to within this Section of the **Policy** shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

C. Barrister's Opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect **Your** right under Claims Conditions C – Arbitration.

D. Consent

- a) the **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or our appointed agent to have sight of their file for auditing and quality and cost control purposes.
- b) an **Insured** must have **Your** agreement to claim under this **Policy**.

E. Freedom to choose an Appointed Advisor

- a) in certain circumstances as set out in (b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**;
- b) if:
 - i. **We** agree to start proceedings or proceedings are issued against an **Insured**; or
 - ii. there is a conflict of interest.

The **Insured** may choose a qualified **Appointed Advisor** except where the **Insured's** claim is to be dealt with by the Employment Tribunal or **Small Claims Court** where **We** shall always choose the **Appointed Advisor**.

- c) where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details. Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.)
- d) if the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, cover will end immediately.
- e) in respect of pursuing a claim under insured event 10 – Contract and Debt Recovery **You** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**) where legally permitted.

F. Settlement

- a) the **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
- b) the **Insured** must not negotiate, settle the claim or agree to pay **Costs and Expenses** without **Our** written agreement.
- c) if the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further **Costs and Expenses**.

General Exclusions applicable to Section 4 Commercial Legal Expenses

The **Insured** is not covered for any claim arising from or relating to:

- a) **Costs and Expenses** or **Compensation** awards incurred without **Our** consent;
- b) any actual or alleged act, omission or dispute happening before, or existing at the start of the **Policy**, and which the **Insured** knew or ought reasonably to have known could lead to a claim;
- c) an allegation against the **Insured** involving:
 - i. malicious falsehood or defamation (except in relation to insured event 9 – Crisis Communication);
 - ii. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).
- d) defending a claim in respect of Damages for personal injury (other than injury to feelings in relation to insured event 1.A. – Employment), or loss or damage to **Property** owned by the **Insured**;
- e) patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to insured event 1.C. – Employment Restrictive Covenants);

- f) a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners;
- g) franchise or agency agreements;
- h) a judicial review;
- i) a dispute with **Us**, the **Insurer** or the party who arranged this cover not dealt with under Claims Conditions C – Arbitration;
- j) the payment of fines, penalties or **Compensation** awarded against the **Insured** (except as covered under insured event 1.B. – Employment Compensation Awards or 5.(d) or costs awarded against the **Insured** by a court of criminal jurisdiction.

General Policy Conditions

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Each Section of the **Policy** has conditions and they must be read in conjunction with the following **Policy** Conditions.

A. Alteration of Risk

You or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this **Policy**, which materially affects the risk of **Injury**, loss, **Damage** or liability which would fall within the **Policy** cover. This includes but is not limited to alterations to the **Business** or **The Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy**.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- a) terminate the **Policy** back to the date when the alteration occurred, if **We** would have canceled the **Policy** had **You** told;
- b) **Us** of the alteration in risk;
- c) proportionately reduce the amount payable in respect of a claim; and/or
- d) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk.

B. Cancellation

Cancellation of your insurance

Cancellation by **You** within the first 14 days.

If, having examined **Your Policy** documentation, **You** decide not to proceed, **You** may cancel, this **Policy** within the first 14 days. The 14-day **Period** starts on the day **You** receive the **Policy** documentation, or the day **You** enter into this contract of insurance whichever is the later. When **We** have received notice of decision not to proceed, any premiums **You** have paid will be returned, unless **You** have made a claim. If **You** have made a claim or there has been an incident likely to give rise to a claim no premium will be returned to **You**.

Cancellation by You at any other time

You may cancel this **Policy** at any other time after this 14-day **Period** by writing to **Us**. If **You** have not made a claim, **We** will return any premium **You** have paid for any **Period of Insurance** left. **We** will not return any premium if the amount is less than £25 excluding Insurance Premium Tax (IPT).

Cancellation by Us

We are not bound to accept any renewal of this **Policy**.

Where there is a valid reason for doing so **We** may cancel this **Policy** by sending **You** 14 days' notice in writing by recorded delivery post, setting out our reason for cancellation, to **Your** correspondence address shown in the **Schedule**.

Valid reasons for cancellation may include but are not limited to:

- ❖ where **We** have been unable to collect a premium payment. In this case **We** will contact **You** in writing requesting payment by a specific date. If **We** do not receive payment by this date, **We** will write to **You** again notifying **You** that payment has not been received and giving **You** 14 days' notice of a final date for payment. This letter will also notify **You** that if payment is not received by this date your **Policy** will be cancelled. If payment is not received by that date, **We** will cancel **Your Policy** from the date **Your** last instalment was due;
- ❖ where **You** are required in accordance with the terms of this **Policy** to co-operate with **Us** or send **Us** information or documentation and **You** fail to do so in a way that affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** may issue a cancellation letter and **We** will cancel **Your Policy** if **You** fail to co-operate with **Us** or provide the required information or

documentation by the end of the 14-day cancellation notice **Period**;

- ❖ where there is a failure by **You** to exercise the duty of care regarding **Your Property** as required by the paragraph headed '**Reasonable Precautions**' in the General conditions section of this **Policy** document;
- ❖ where **We** reasonably suspect fraud.

When **Your premiums** are paid by the instalment plan

If the **Policy** is cancelled by **Us** or by **You**.

Any outstanding balance of **Your** loan and any additional charges levied by the finance provider in accordance with the terms and conditions of **Your** credit agreement will be deducted from any return of premium due to **You**.

You will become liable for the difference if the return premium is less than the balance due to the loan provider **We** will return any premium **You** have paid for any **Period of Insurance** left. However, **We** will not return any premium if the amount is less than £25 excluding Insurance Premium Tax (IPT).

C. Contracts (Rights of Third Parties) Act 1999

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

D. Fair Presentation of Risk

You have a duty to make a fair presentation of the risk which **You** wish to insure. This duty applies prior to the start of **Your Policy** and if any variation is required during the **Period of Insurance** and prior to each renewal of this **Policy** If **You** do not comply with this condition then:

- a) if the failure to make a fair presentation of the risk is deliberate or reckless **We** can elect to make **Your Policy** void and keep the premium. This means treating the **Policy** as if it had not existed and that **We** will not return **Your** premiums; or
- b) if the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would not have provided cover had;
- c) **You** made a fair presentation then **We** can elect to make **Your Policy** void and return **Your** premium; or
- d) if the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would have issued cover on different terms had **You** made a fair presentation of the risk then **We** can:
 - i. reduce proportionately any amount paid or payable in respect of a claim under **Your Policy** using the following formula. **We** will divide the premium actually charged by the premium. **We** would have charged had **You** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - ii. treat **Your Policy** as if it had included the different terms (other than payment of the premium) that **We** would have imposed had **You** made a fair presentation.
- e) where **We** elect to make **Your Policy** void this will be from the start of the **Policy** or the date of variation or from the date of renewal. This condition operates in addition to any provisions relating to underinsurance in this **Policy**.

E. Fire Extinguishing Appliances

It is a condition of this **Policy** that **You** ensure that any of **Your** fire extinguishing appliances kept at the **Premises** are maintained in efficient working order.

F. Identification

The **Policy Schedule** and any **Endorsements** will be read as one document. A particular word or phrase which is not defined will have its ordinary meaning.

G. Interest Clause

The interests of third parties which **You** are required to include on this **Policy** under the terms of any mortgage **Property** lease or hiring leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as is reasonably practicable.

H. Observance of Conditions

Your due observance and fulfilment of the terms and conditions of this **Policy** will be conditions precedent to **Our** liability to make any payment under this **Policy**.

I. Reasonable Precautions

You must:

- a) maintain the **Premises** in a satisfactory state of repair;
- b) take all reasonable precautions to prevent:
 - i. **Damage** to the **Property Insured**;
 - ii. **Injury** to any person or **Damage** to their **Property**.
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require;
- d) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority;
- e) exercise care in the selection and supervision of Employees;
- f) comply with all relevant safety regulations and manufacturers recommendations and conduct the **Business** in a lawful manner;
- g) keep books with a complete record of purchase and sales.

J. Security

It is a condition precedent to **Our** liability that all devices for the protection of the **Premises** must be kept in good working order.

K. Unoccupancy

It is a condition precedent to **Our** liability that when any **Premises** part of any **Premises** or **Commercial** or **Residential Unit** is **Unoccupied** You must ensure that:

- a)
 - i. if the **Premises** are **Unoccupied** the services are to be turned off and the water and heating services drained;
 - ii. if part(s) of any **Premises** or any **Commercial** or **Residential Unit(s)** are **Unoccupied** the services relating to the parts of the **Premises** or the **Commercial** or **Residential Unit(s)** that are **Unoccupied** are to be turned off and the water and heating services drained.

except electricity where needed to maintain any fire or intruder alarm system in operation.
- b) the **Premises** part of any **Premises** or **Commercial** or **Residential Unit** are adequately secured against unauthorised entry with all doors and windows firmly locked and secured;
- c) an internal and external inspections of the **Premises** part of any **Premises** or **Commercial** or **Residential Unit** are made every 7 days by **You** or a responsible person acting on **Your** behalf;
- d) any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **Premises** part of any **Premises** or **Commercial** or **Residential Unit**;
- e) **You** notify **Us** immediately in writing when any **Premises** part of any **Premises** or **Commercial** or **Residential Unit** becomes **Unoccupied** and pay any suitable extra premium if required unless **We** agree otherwise in writing;
- f) **You** implement any additional protections **We** require If **You** do not comply with this condition **We** will not pay **Your** claim.

L. Waiver of Subrogation Rights

In the event of a claim arising under this **Policy** **We** waive any rights remedies or relief to which **We** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary (or subsidiary to parent) to **You**;
- b) any company which is a subsidiary of a parent company of which **You** are a subsidiary in each case as defined by current legislation;
- c) any **Resident** of the **Premises** unless the **Damage**:
 - i. has been occasioned or contributed to the fraudulent or criminal or malicious act of such **Resident**;
 - ii. has been caused by impact by any road vehicle belonging to or under the control of the **Resident** or his **Employees**;
 - iii. has occurred to parts of the **Premises** not leased or **Rented** by such **Resident**.

General Policy Exclusions

The following General **Policy** Exclusions apply to all Sections of the **Policy** and all Clauses Extensions and **Endorsements** unless otherwise stated.

We will not be liable for any claim in respect of:

- A** This **Policy** shall be avoided if:
- a) **Your** interest ceases other than by death;
 - b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this **Policy** shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

B. Computer Virus Hacking or Denial of Service Attack

Damage arising directly or indirectly from or in connection with or consisting of:

- a) any partial or complete reduction in the performance availability functionality or the ability to recognise or process any date or time of any **Computer or Electronic Equipment** electronic means of communication web site; or
- b) physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary of or **Damage to Data** of whatsoever nature in whole or in part including but not limited to loss of **Data** resulting from **Damage** whether tangible or intangible to **Computer or Electronic Equipment** or **Data Storage Materials** including while stored on **Data Storage Materials** whether **Your Property** or not resulting directly or indirectly from or in connection with **Virus or Similar Mechanism Hacking** and/or **Denial of Service Attack**.

But this will not exclude in respect of Sections 1 or 2 **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided that such **Damage** is **Insured** by the Section.

For the purpose of this Exclusion:

Computer or Electronic Equipment will mean:

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

Data Storage Materials will mean:

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

C. Date Recognition

Any claim directly or indirectly caused by or consisting of or arising from the failure or inability of any:

- a) computer **Data** processing equipment electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program telecommunication equipment or systems or any similar device;
- b) media or systems used in connection with anything referred to in (a) above.

whether **Your Property** or not and whether occurring before during or after the year 2000 to:

- a) correctly recognise any date as its true calendar date;
- b) capture save or retain and/or correctly manipulate interpret or process any **Data** or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- c) capture save or retain and/or correctly process any **Data** as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of **Data** or the inability to capture save retain or correctly process such **Data** on or after any date but this will not exclude in respect of Sections 1 or 2 **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided that such **Damage** is **Insured** by the Section.

This Exclusion is not applicable to Section 3 Sub - Section A Employers Liability.

D. Sensitive Data

If **You** or anyone acting for **You**:

- a) knowingly makes a fraudulent or exaggerated claim under **Your Policy**;
- b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
- c) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine).

We will:

- i. refuse to pay the claim;
- ii. declare the **Policy** void from the date of the fraud without any refund of premium; and
- iii. recover any sums that **We** have already paid under the **Policy** in respect of the claim.

We may also inform the Police of the circumstances.

E. Loss of Data

Damage arising directly or indirectly from or in connection with or consisting of physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary of or **Damage** to **Data** of whatsoever nature in whole or in part including but not limited to loss of **Data** resulting from **Damage** whether tangible or intangible to **Computer or Electronic Equipment** or **Data Storage Materials** including while stored on **Data Storage Materials** whether **Your Property** or not but this will not exclude in respect of Sections 1 or 2 **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided that such **Damage** is **Insured** by the Section.

For the purpose of this Exclusion:

Computer or Electronic Equipment will mean:

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

Data Storage Materials will mean:

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

F. Northern Ireland

Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:

- a) riot civil commotion and (other than in respect of **Damage** by fire and explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons;
- b) **Terrorism** as defined in the **Policy Schedule**.

In any action suit or other proceedings where **We** allege that by reason of this Exclusion any **Damage** or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving such **Damage** loss experience or consequential loss is covered will be upon **You**.

G. Pollution or Contamination (Applicable to Sections 1 and 2)

Damage or costs of **Alternative Residential Accommodation** and **Loss of Rent** caused by or arising from **Pollution or Contamination** except (unless otherwise excluded) **Damage** to the **Property Insured** caused by:

- a) pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided that such **Damage** is **Insured** by the Section;
- b) any of the contingencies in (a) above which itself results from **Pollution or Contamination**.

H. Pressure Waves

Damage directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

I. Radioactive Contamination and Nuclear Risks

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom, or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

J. Sanctions

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by any **Business** or activity of **Yours** which would violate any applicable trade or economic sanctions law or regulation.

K. Terrorism

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising from or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event:

- i. **Terrorism**;
- ii. any action taken in controlling preventing suppressing or in any way relating to Terrorism except as stated in the following **Liability Provision**.

For the purpose of this Exclusion and the **Liability Provision** Terrorism shall mean any act or acts (including but not limited to the use or threat of force and/or violence and/or harm or **Damage** to life or to **Property**) of any person or persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

Liability Provision

Subject otherwise to the terms Definitions Exclusions provisions and Conditions of this **Policy**:

- a) **We** will indemnify **You** under Sub-Section A of Section 3 **Business** Liability provided that in respect of any one event or all events of a series consequent on one original cause **Our** liability in respect of all legal liability **Costs and Expenses** directly or indirectly caused by or attributed to by or arising out of Terrorism will not exceed £5,000,000;
- b) **We** will indemnify **You** under Sub-Section B of Section 3 **Business** Liability against legal liability **Costs and Expenses** directly or indirectly caused by or attributed to by or arising out of Terrorism provided that **Our** liability for all **Compensation Costs and Expenses** will not exceed:
 - i. in respect of or arising out of any one event or all events of a series consequent on one original cause and all **Insured** events occurring in any one **Period of Insurance** £2,000,000 or the amount of the Public and Products Liability Limit of Liability stated in the **Schedule** whichever is the lower;
 - ii. in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one **Period of Insurance** £2,000,000 in the aggregate or the amount of the Public and Products Liability Limit of Liability stated in the **Schedule** whichever is the lower.

In any action suit or other proceedings where **We** allege that by reason of this Exclusion any **Damage** or resulting loss or expense or **Indirect Loss** or legal liability is not covered by this insurance or is not covered above a certain amount the burden of proving such **Damage** or resulting loss or expense or **Indirect Loss** or legal liability is covered or is covered above a certain amount will be upon **You**.

L. War and Government Action

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom, or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event:

- ❖ **War**
- ❖ **Government Action**

For the purpose of this Exclusion:

War shall mean:

war invasion acts of foreign enemy's hostilities or warlike operation or operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power.

Government Action shall mean

martial law confiscation nationalisation requisition seizure or destruction of **Property** by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to **War**.

M. Water Table

Any **Damage** attributable solely to a change in the water table level.

N. Virus, Disease and Pandemic

Any loss, destruction, **Damage**, liability, injury or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

- a) Coronaviruses;
- b) Coronavirus disease (COVID-19);
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- d) Any mutation or variation of SARS-CoV-2;
- e) Any infectious or contagious diseases which have been declared as a pandemic by the World Health Organisation;
- f) Any new and emerging communicable diseases;
- g) Any fear or threat of a), b), c), d), e), or f) above.

This exclusion shall not apply in relation to Section 3 – Business Liability

Claims Conditions

Applicable to Sections 1,2 & 3 of this Policy only

A. Making a Claim

Where an event which could give rise to a claim under this **Policy** happens **You** will:

- a) tell **Us** immediately and no later than:
 - i. 7 days in the case of **Damage** caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons;
 - or
 - ii. 30 days of **Your** becoming aware of the event or occurrence.provide **Us** with all information and help **We** require in respect of the claim and where requested by **Us** at **Your** expense a written claim containing as much information as possible of the **Damage** accident or **Injury** including the amount of the claim.
- b) notify the police immediately of **Damage** caused by malicious persons or thieves;
- c) take all reasonable steps to recover **Property** lost or otherwise minimise the claim;
- d) not admit or repudiate liability nor make any offer compromise promise or payment without **Our** written consent;
- e) pass to **Us** immediately unanswered all communications from third parties in relation to any event which may result in a claim under this **Policy**;
- f) tell **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document;
- g) provide **Us** with such books of account or other **Business** books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim;
- h) provide to **Us** (if demanded) a statutory declaration of the truth of the claims and any related matter.

B. Our Control of Claims

We will be entitled:

- a) on the happening of any **Damage** to the **Property Insured** to enter take and keep possession of the **Building** where **Damage** has happened and to take and keep possession of the **Property Insured** and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **Our** right to rely on any conditions of this **Policy** and this **Policy** will be proof of leave and license for such purpose;
- b) at **Our** discretion to take over and conduct in **Your** name the defence or **Settlement** of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover **Compensation** or secure indemnity from any third party in respect of any event **Insured** by this **Policy** and **You** will give all information and assistance as **We** may reasonably require;
- c) to any **Property** for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such **Property** as may be reasonably practicable but **You** will not be entitled to abandon any **Property** to **Us**;
- d) at **Our** option to either:
 - i. repair or replace the **Property** or any part of the **Property** for which **We** may be liable under this **Policy**;
 - or
 - ii. make payment in **Money** to **You** in lieu of such repair or replacement.

Reinstatement effected as nearly as may be reasonably practicable will be deemed a complete indemnity under this **Policy**.

C. Arbitration

If **We** accept liability but **You** disagree with the amount, **We** offer to pay the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

An award made by the arbitrator will be a Condition Precedent to a right of legal action against **Us**.

D. Contribution

Applicable to Section 3 **Business** Liability:

- a) if the insurance provided by these Sections is also covered by another **Policy** (or would be but for the existence of these Sections) **We** will only indemnify **You** in respect of any **Excess** beyond the amount which would be payable under such other insurance had these Sections not been affected.

Applicable to all other Sections **Insured** by this **Policy**:

- a) where **Damage** or liability covered by the **Policy** is also covered by another **Policy** (or would be but for the existence of this **Policy**) **We** will only pay a rateable share of the loss;
- b) if the other insurance is subject to a condition of average and this **Policy** is not this **Policy** will become subject to the same condition of average;
- c) if the **Property Insured** covered by the other insurance is subject to a provision excluding proportional payment in whole or in part the payment **We** make will be limited to the proportion of **Damage** as the sum insured bears to the value of the **Property**.

E. Discharge of Liability

We may pay the Limit of Liability or the sum insured or any lesser amount for which any claim or claims can be settled after the deduction of any sum already paid and **We** will 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.

F. Subrogation

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

Applicable to Section 4 of this Policy only

Where an event which could give rise to a claim under this Section of **Policy** happens **You** will:

- a) notify **Us** as soon as possible, and if **Your** claims concerns **Rent** arrears, within 30 days of the **Rent** first becoming overdue. Where legally required, **You** must have first correctly issued the necessary notices informing **Your** tenant of **Your** intention to repossess the **Property**;
- b) under no circumstances should **You** instruct **Your** own lawyer or accountant as the **Insurer** will not pay any costs incurred without **Our** agreement;
- c) **You** can download a claim form by visiting www.arag.co.uk/newclaims or **You** can request one by telephoning **Us** on 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays);
- d) **Your** completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. **We** will send **You** a written acknowledgment by the end of the next working day after the claim is received;
- e) within five working days of receiving all the information needed to assess the availability of cover under this Section of the **Policy**, **We** will write to **You** either:
 - i. confirming cover under the terms of **Your Policy** and advising **You** of the next steps to progress **Your** claim; or
 - ii. if the claim is not covered, explaining in full the reason why and advising whether **We** can assist in another way.
- f) when a lawyer is appointed they will try to resolve **Your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.