



Commercial Let Property Policy

Underwritten by

Aviva Insurance Limited

Notice to Policyholders

IMPORTANT INFORMATION

The following changes apply to your policy –

1. Complaints – Alteration effective 1/11/2009

The following wording is deleted from the Complaints Procedure –

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

2. Financial Services Compensation Scheme – Alteration effective 1/1/2010

The Compensation Scheme wording is restated as follows –

Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

This Notice forms part of your Policy and should be attached to it.

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

Services

The following additional benefits are automatically included with Your policy cover automatically.

Commercial Legal Protection Helpline

You have automatic access to our 24 hour Commercial Legal Protection Helpline on 0845 300 1899*. Our consultants will give you confidential advice over the phone on any legal or tax matter affecting your business under the laws of the United Kingdom. They will tell you what your legal rights are, what courses of action are available to you and whether you need to consult with your legal adviser.

There are no consultation fees; you only pay for the cost of the call.

Counselling Services – Tel: 0117 934 0105

A counselling service is available for your staff to help them deal with situations such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Risk Solutions Helpline

The Risk Solutions Helpline aims to provide you with unlimited competent advice on risk management, compliance, security and health & safety issues, all at the end of a phone. Staffed by qualified advisers, backed up with specialists and extensive library resources on many aspects of e business risk, we can answer the majority of queries on the phone. Also included is access to our 'Hardfacts' series of risk management advice sheets, which provide guidance on issues of relevance to the sector you trade in.

The Risk Solutions Helpline is available between 9.00am and 5.00pm Monday to Friday on **0845 366 66 66*** (with an answering service outside these times).

Preferred Supplier Scheme

Offers a range of discounted products and services to help you manage the risk to your business.

Products include:

- Intruder and Fire alarms
- Sprinkler systems
- Fire extinguishers and fire safety signs
- Locks, bars, grilles and shutters

Every one of the preferred suppliers meet Aviva's own exacting standards of quality, service and commitment to customer satisfaction, so you know the products you get are the best for your business. We are able to offer substantial discounts by using our bulk purchasing power, passing on all of the savings to you.

Claims Service – Tel: 0500 114477*

A 24 hour, 365 days a year claims line, providing you with emergency assistance whenever it is required.

Notification of a claim triggers Aviva's Total Incident Management process. This enables you to get back to business as usual as rapidly as possible. Upon first notification a claims incident manager will be able to:

- Ensure appropriate help is dispatched quickly in order to minimise impact of an event on your business. This could include glaziers, builders, plumbers, or computer recovery specialists
- Arrange for rapid replacement of stolen goods and equipment
- Set in motion any other steps required to resolve your claim in the quickest way possible.

** For our joint protection telephone calls may be recorded and/or monitored*

Introduction

Thank You for choosing Aviva as Your insurer.

This is Your Commercial Let policy, setting out Your insurance protection in detail.

Your premium has been based upon the information shown in The Schedule and recorded in the written application You have signed and/or declaration You have made. .Please read it carefully to make sure that it meets Your requirements and that the details on The Schedule are correct.

If after reading Your policy You have any questions, please contact Your insurance adviser.

Contents – a guide to Your policy

This policy booklet consists of individual Sections. It should be read in conjunction with The Schedule which indicates both the Sections You are insured under and gives precise details of the extent of Your insurance protection.

The Contract of Insurance

Our Service to You

Policy Definitions

Sections which comprise Your policy

Policy Conditions

Policy Exceptions

Your Policy Schedule

The Contract of Insurance

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

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

IMPORTANT

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

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

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

Choice of Law

The appropriate law as set out below will apply unless We agree with You otherwise

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

Use of Language

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

Customers with Disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats, in the first instance, please contact ABACUS, 7th Floor, Maitland House, Warrior Square, Southend-on-Sea, Essex, SS1 2NB

Aviva Insurance Limited

Registered in Scotland No 2116

Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH

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Our Service to You

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

What will happen if You complain?

- We will acknowledge Your complaint within 2 working days of receipt
- We aim to resolve complaints following assessment and investigation as quickly as possible.

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update and give You an expected date of response. This will not be beyond 10 working days from when You first made Your complaint.

If You remain unhappy with the decision You receive from the local branch You may write to the Chief Executive. If You are dissatisfied with Our final decision, You can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider Your complaint if You have given Us the opportunity to resolve it and You are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps below. If, however, We do not resolve Your complaint within 40 working days, the FOS will accept a direct referral.

Whilst We are bound by the decision of the FOS, You are not. Following the complaint procedure does not affect Your right to take legal action.

What should I do?

The steps You should take if dissatisfied

Step 1 Seek resolution by Your insurance adviser or usual Aviva point of contact

If You are disappointed with any aspect of the handling of Your insurance We would encourage You, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits You, and ask Your contact to review the problem.

Step 2 Refer Your complaint to Our Chief Executive

If You remain unhappy with the decision You receive, please write with full details including policy number and/or claim number, to:

Chief Executive UK Insurance
Aviva
Surrey Street
Norwich
NR1 3NS

A review of the matter will then be carried out at a senior level and a final decision given.

Step 3 Refer Your complaint to the Financial Ombudsman Service

If after making a complaint to Us You are still unhappy and You feel the matter has not been resolved to Your satisfaction please contact the FOS at:

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

Our Service to You

Financial Services Compensation Scheme

Our obligations are covered by the Financial Services Compensation Scheme (FSCS). If we were unable to meet our obligations, you could be entitled to compensation from this scheme, depending on the type of insurance and the circumstances at the time.

For compulsory classes of cover you would be covered in full for any claim; for other type of claim, you would be covered for all of the first £2,000 and 90% of the remainder; in each case, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

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 an alternative definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy.

Each Section of the policy contains definitions. They must be read in conjunction with the following Policy Definitions.

Computer and Electronic Equipment

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

Contents

Carpets, domestic furniture and furnishings belonging to You or for which You are responsible at The Premises.

Contents of Common Parts

Furniture, furnishings, fixtures, fittings and all other contents belonging to You or for which You are responsible at The Premises.

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

Data

All information which is

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

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

Data Storage Materials

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

Denial of Service Attack

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

Employee

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self employed
- (6) under a work experience or training scheme
- (7) a voluntary helper
while working under Your control in connection with The Business
- (8) an outworker or homeworker when engaged in work on Your behalf.

Policy Definitions

Failure

Any partial or complete reduction in the

- (1) performance, or
- (2) availability, or
- (3) functionality, or
- (4) the ability to recognise or process any date or time,

of any

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

Loss of Data

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

Malicious Contingency

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- (2) malicious persons other than thieves and Cyber Vandals.

Money

Current

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

Period of Insurance

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

Specified Contingency

fire
lightning
explosion
aircraft and other aerial devices or articles dropped from them
earthquake
storm or flood
escape of water from any tank apparatus or pipe
falling trees
impact
escape of fuel from any fixed oil heating installation

The Business

Activities directly connected with the business specified in The Schedule.

The Premises

Buildings including

- (a) interior decorations, landlords fixtures and fittings, Contents of Communal Parts, telecommunications aerials, aerial fittings and masts, walls, gates, fences, yards, car parks, roads, pavements, outbuildings, underground pipes, cables and wires
- (b) for blocks of flats and individual private dwellings only
 - (i) patios, terraces, hedges, paths, drives, cess pits and septic tanks
 - (ii) swimming pools, squash and tennis courts, gymnasias used by tenants for domestic and leisure purposes

belonging to You or for which You are responsible at The Premises specified in The Schedule.

Policy Definitions

The Schedule

The document which specifies details of The Policyholder, The Premises, Property Insured and any Excesses, Endorsements and Conditions applying to the policy.

Virus or Similar Mechanism

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

We/Us/Our/Aviva

Aviva Insurance Limited.

You/Your/The Policyholder

The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

Sections which comprise Your policy

Operative only if stated in The Schedule

Asset Protection Property Damage Specified Contingencies

Glass

Engineering

Revenue Protection Business Interruption

Asset and Revenue Protection Terrorism

Legal Liabilities Employers' Liability

Property Owners Liability

Property Owners Legal Protection

Property Damage – Specified Contingencies Section

(Also refer to the Policy Definitions at the front of this policy booklet)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

Damage

Accidental loss or destruction of or damage to the Property Insured.

Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which We will deduct from each and every claim at each separate location and will be deducted after the application of Average. See Condition 1.

You will repay any such amount paid by Us.

Property Insured

Property insured as detailed in The Schedule.

Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance at The Premises caused by each of the following Contingencies, if the letter set against it appears on The Schedule.

The Sum Insured under each item other than Items applying solely to fees, rent, removal of debris, private dwelling houses, churches or buildings in course of erection is separately subject to Average. See Condition 1.

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

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

Contingencies

A (1) Fire.

We will not indemnify You in respect of Damage

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

(2) Lightning.

(3) Explosion

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

We will not indemnify You for Damage caused by earthquake or underground fire.

B Explosion.

C Aircraft including

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

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

We will not indemnify You in respect of

- (a) Damage caused by or happening through
 - (i) work stoppages
 - (b) theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation.
- (b) the excess stated in The Schedule.

- G Earthquake.
- K Underground Fire.
- L Fire caused by the Property Insured's own spontaneous combustion.
- N Storm, Flood and Falling Trees.

We will not indemnify You in respect of

- (a) Damage due only to change in the water table level
- (b) Damage caused by
 - (i) frost
 - (ii) subsidence, ground heave or landslide
 - (iii) escape of water from any tank, apparatus or pipe
 - (iv) felling, lopping or pruning of trees
- (c) Damage to fences, gates and moveable property in the open.
- (d) the Excess stated in The Schedule.

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

We will not indemnify You in respect of

- (a) Damage by water discharged or leaking from an automatic sprinkler installation.
- (b) the Excess stated in The Schedule.

- R Impact by any vehicle or by goods falling therefrom or animal.

We will not indemnify You

- (a) in respect of the Excess stated in The Schedule if the vehicle or animal is owned by or under the control of
 - (i) You
 - (ii) any member of Your family
 - (iii) any of Your Employees.
- (b) In respect of Damage to goods being carried.

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

We will not indemnify You in respect of Damage caused by

- (a) freezing whilst The Premises owned or occupied by You are unoccupied or disused
- (b) explosion, earthquake, subterranean fire or heat caused by fire.

Subject to the following special conditions

If in relation to any claim for Damage by Contingency S You have failed to fulfil any of the following Conditions, You will lose Your right to indemnity or payment for that claim.

- (1) You must take all reasonable steps to prevent frost and other damage to the automatic sprinkler installation(s) and, so far as Your responsibility extends, to maintain the installation(s) including the automatic external alarm signal in an efficient condition.

In the event of any discharge or leakage from such installation(s), You must do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the Property Insured.

- (2) When any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed You must advise Us and obtain Our agreement to such changes, repairs or alterations.
- (3) We must have access to The Premises at all reasonable times for the purposes of inspection and We will notify You of any defects in the construction or condition of the automatic sprinkler installation(s) requiring alteration or repairs. We may also suspend the insurance provided by this Contingency until such alterations

or repairs be carried out or approved by Us.

- (4) This Contingency does not cover Damage to the automatic sprinkler installation(s) other than that caused by water accidentally discharged or leaking from the installation(s).

T Theft or attempted theft

We will not indemnify You in respect of Damage

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

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) (a) consequential loss or damage.

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

- (b) Damage more specifically insured by You or on Your behalf
- (c) (i) Damage insured by any marine policy
- (ii) Damage which would be insured under any marine policy if this policy did not exist

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been

payable under the marine policy had this insurance not existed.

- (d) Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage not otherwise excluded, caused by

- (i) pollution or contamination which results from any Contingency hereby insured against
 - (ii) any Contingency hereby insured against which results from pollution or contamination
 - (e) Damage caused by pressure waves from aircraft or aerial devices.
- (2) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to

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

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

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

- (3) the Excess as stated in The Schedule.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

(1) Average

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

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

(2) Fire Extinguishing Appliances

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

You must maintain all fire extinguishing appliances on The Premises, so far as Your responsibility extends, in proper working order.

(3) Our Rights

If Damage occurs which may lead to a claim We may

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

without incurring liability or reducing our rights.

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

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

You are not entitled to abandon property to Us.

(4) Statutory Inspection of Plant

Any item of plant and machinery belonging to You or under Your control which requires to be examined to comply with any Statutory Regulations must be inspected in accordance with such Regulations.

Failure to comply with this will invalidate cover in respect of an explosion originating within and causing damage to the item of plant.

Additional Contingencies

This Section extends to include the following Additional Contingency, only if stated in The Schedule.

A Subsidence

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

We will only indemnify You in respect of Damage to

- (a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (b) walls, gates, hedges or fences
 - (i) if such property is specifically insured by this Section and
 - (ii) if Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) collapse, cracking, shrinking or settlement of any building
 - (b) coastal or river erosion
 - (c) defective design or inadequate construction of foundations
 - (d) demolition, structural alteration or repair
 - (e) settlement or movement of made up ground.
- (2) Damage as a result of movement of solid floor slabs.

However, We will indemnify You if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.
- (3) the Excess stated in The Schedule.

B Underground Services

Where We provide indemnity in respect of Your buildings, or You are liable as tenant, We will indemnify You in respect of accidental damage to underground

- (a) pipes
- (b) cables

which extend from the buildings to the public mains.

We will not indemnify You in respect of

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

Clauses

All of the following Clauses apply to the Property Damage - Specified Contingencies Section and/or Property Damage - All Risks Section if stated as Insured in The Schedule.

Adjoining Buildings

In respect of Damage caused by subsidence, ground heave or landslip, You will notify Us immediately of any demolition, construction, erection, groundworks or excavation being carried out on any adjoining site. We will then have the right to vary the terms or cancel this Cover.

Automatic Reinstatement of Sum Insured

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

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

Basis of Claim Settlement - Reinstatement

Unless otherwise stated in The Schedule, in the event of Damage the basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Property Insured lost, destroyed or damaged, subject to the following conditions

- (1) If Property Insured under any Buildings, Blocks of flats, Furniture, Machinery or Tenants alterations Item described in The Schedule, other than, pedal cycles, personal items, rent or motor vehicles if insured, is lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such Property Insured is damaged, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the property had been completely destroyed.

- (2) The Property Insured may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- (3) All work must begin and be carried out as quickly as possible.
- (4) If, at the time of rebuilding or replacement, 85% of what it would have cost to replace the whole of the Property Insured under that Item, is greater than the Sum Insured at the time the Damage occurred, You will be liable to bear a proportionate share of the loss.

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

- (6) We will indemnify You in respect of Loss of Rent as insured under this Section resulting from the Building or any part of the Building
 - (a) generating the rent received or
 - (b) for which rent is payablebeing made unfit for The Business due to Damage insured by this Section.

The maximum amount that We will pay You under this Clause will be the proportion of the Sum Insured which equals but does not exceed the proportion of the period of rent insured necessary to make the building fit for occupation.

Capital Additions

We will indemnify You in respect of loss, destruction or damage to

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

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

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

- (a) £2,000,000 in respect of any newly built and/or newly acquired building or
- (b) £500,000 in respect of alterations, additions and improvements to the building

You must provide Us with details of these extensions as soon as possible, but at least within six months and specifically insure such extensions with Us, from the date Our liability commenced and pay the appropriate premium.

Change of Occupancy

You must tell Us immediately if

- (1) any building stated in The Schedule becomes unoccupied or disused
- (2) any unoccupied or disused building stated in The Schedule, or any part of it becomes occupied.

Changing Locks

We will indemnify You in respect of the cost of changing locks at The Premises following loss of keys by theft or attempted theft from

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

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

The maximum We will pay for any one loss is £2,500.

Construction Heating and Occupation of the Buildings

Unless otherwise stated in The Schedule the buildings are

- (1) constructed of brick, stone or concrete
- (2) roofed with slates, tiles, concrete, metal or asbestos
- (3) heated by
 - (i) low pressure hot water or steam
 - (ii) oil fired space heaters fed from a fuel tank in the open
 - (iii) overhead gas or electrical appliances
 - (iv) gas or electric fires in offices onlyor as expressly varied in accordance with details provided to Us.
- (4) occupied for the sole purpose of The Business and otherwise only as a private dwelling.

Contents of Common Parts

This term includes contents and furnishings owned by You or for which You are responsible whilst contained in the common parts of the Property Insured.

We will not pay for

- (a) china or other fragile or brittle objects exceeding £1,000 any one article
- (b) computers and data processing equipment
- (c) curios, rare books, works of art or articles of antique furniture exceeding £1,000 in value any one article

unless specifically mentioned as insured in The Schedule.

Contractors Interest

Where You are required to effect insurance on the Property Insured in the joint names of You and the contractor under the terms of a contract condition then the interest of the contractor in the Property Insured as joint Policyholder is hereby noted and You must provide Us with details of any single

Asset Protection Property Damage – Specified Contingencies

contract valued in excess of £250,000 prior to work commencing and pay an additional premium if required.

Damage to Grounds

We will indemnify You in respect of reasonable costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds, belonging to You or for which You are responsible, following Damage at The Premises.

We will not indemnify You in respect of

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

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

Debris Removal

Unless separately insured under this Section, the Sum Insured for each Item, other than rent if insured, includes costs and expenses You incur, with Our consent, for

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

the parts of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

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

Description of Property

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

Drains

The Sum Insured for each Buildings and Machinery Item extends to include an amount necessarily and reasonably incurred by You, and which We agree to for cleaning and/or clearing of

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

for which You are responsible, following Damage insured by this Section.

European Union and Public Authorities

Following Damage insured by this Section to any Item on Buildings, Blocks of flats, Furniture, Machinery or Tenants alterations Item described in The Schedule, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (1) European Union Legislation
- (2) Act of Parliament
- (3) Bye-Laws of any public authority.

We will not indemnify You in respect of

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

The reinstatement of the Property Insured

- (1) must begin and be carried out as quickly as possible
- (2) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

If Our liability under this Section is reduced by the application of any terms or Conditions of this policy, Our liability under this Clause will similarly be reduced.

The maximum We will pay under this Clause in respect of any one Item is the Item Sum Insured.

Gardening Equipment

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

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

Loss of Metered Utilities

We will pay for charges for which You are responsible, if water, gas or electricity is accidentally discharged from a metered system providing service to The Premises as a result of Damage insured under this Section.

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

Loss of Rent and Alternative Accommodation

We will indemnify You if a residence cannot be lived in or if access to it is denied as a result of Damage in respect of

- (1) (a) loss of rent, including ground rent and management charges, You should have received but have lost
 - (i) the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary
 - (ii) the cost of reasonable accommodation in kennels and/or catteries for dogs and/or cats belonging to any owner or lessee in residence,

where such pets are not permitted in any alternative accommodation.

- (2) temporary storage of your furniture

The maximum We will pay in respect of any one claim is 20% of the Sum Insured on the building in which the residence is contained.

Assault

We will pay

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

Non-Invalidation

The insurance by this Section will not be invalidated by any

- (1) act
or
- (2) omission
or
- (3) alteration

either unknown to You or beyond Your control which increases the risk of Damage.

However, You must

- (a) notify Us immediately You become aware of any such act, omission or alteration
and
- (b) pay any additional premium required.

Other Interests

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

Professional Fees

The Sum Insured for each Buildings, Blocks of flats, or Machinery Item(s) described in The Schedule, includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured by this Section.

We will not indemnify You in respect of fees

- (1) more specifically insured
- (2) incurred in preparing a claim.

Reinstatement to Match

Where the Property Insured has suffered Damage, You may replace, repair or restore the property with equivalent property which employs current technology, and replacement, repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new. This Section further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced, repaired or restored provided that Our total liability is not increased beyond the amount that would otherwise have been payable for the replacement, repair or restoration of the property destroyed or damaged in its original form.

When the Property Insured is damaged or destroyed in part only, We will not pay more than the amount representing the cost which We would pay for reinstatement if such property had been wholly destroyed.

Risk Protection Equipment Replacement Costs

We will indemnify You in respect of reasonable costs and expenses incurred in refilling, recharging or replacing any

- (1) portable fire extinguishing appliances
- (2) local fire suppression system
- (3) fixed fire suppression system
- (4) sprinkler installation
- (5) sprinkler heads

and having any fire and/or intruder alarms and closed circuit television equipment re-set as a result of Damage as insured under this Section.

We will not indemnify You in respect of any costs and expenses recoverable from the maintenance company or fire service.

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

Subrogation Waiver

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

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

Temporary Removal for Cleaning or Renovation

We will indemnify You in respect of Damage insured by this Section other than to Stock and Materials in Trade, while temporarily removed for cleaning, renovation or repair or similar purposes

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

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

We will not indemnify You in respect of

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

Trace and Access

We will pay reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage
and
- (2) any repairs directly arising from (1)
caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

We will not indemnify You in respect of costs or expenses incurred where Damage results solely from a change in the water table level.

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

Transfer of Interest

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

- (1) the contract has not yet been completed
and
- (2) the Building has not yet been insured by or on behalf of the purchaser
and
- (3) the purchase is subsequently completed.

We will indemnify the purchaser to the extent that this Section insures that Building.

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

Value Added Tax

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

- (1) (a) Your liability for such tax arises solely as a result of the reinstatement or repair of the buildings following Damage
(b) We have paid or have agreed to pay for such Damage
(c) if any payment by Us in respect of such Damage is less than the actual cost of reinstatement or repair, any payment under this Clause resulting from that Damage will be reduced in like proportion
- (2) Your liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the destroyed or damaged building

- (3) where an option to reinstate on another site is exercised, Our liability under this Clause will not exceed the amount of tax that would have been payable had the building been rebuilt on its original site
- (4) Our liability under this Clause will not include amounts payable by You as penalties or interest for non-payment or late payment of tax.

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

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

Workmen

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

Additional Clause List A

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

A Day One (Non Adjustable)

- (1) For each Item of Property Insured to which this Clause applies (as stated in The Schedule) the first and annual premiums are based upon the Declared Value as stated in The Schedule.

Declared Value shall mean

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

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

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

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

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

- (3) Paragraphs (4) and (5) of the Basis of Settlement-Reinstatement Clause are restated as follows

- (4) if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this Clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Clause.
- (5) We will not pay under this Clause
 - (a) until You have incurred the cost of replacing or repairing the property
 - (b) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement
 - (c) if You do not comply with any of the provisions of this Clause.

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

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

European Union and Public Authority Clauses

The following Clauses only apply to the Property Damage - Specified Contingencies Section and/or Property Damage - All Risks Section.

K European Union and Public Authorities – Undamaged Property

The European Union and Public Authorities clause contained in the Standard Clauses is cancelled and replaced by the following Clause

European Union and Public Authorities including Undamaged Property

Following Damage insured by this Section to any Buildings, Blocks of flats, Furniture, Machinery or Tenants alterations Item described in The Schedule, We will pay the additional cost of reinstating the Property Insured any undamaged portions necessary to comply with any

- (1) European Union legislation
- (2) Act of Parliament
- (3) Bye-Laws of any public authority.

We will not indemnify You in respect of

- (a) costs incurred
 - (i) in respect of Damage not insured by this Section
 - (ii) where notice was served upon You before the Damage occurred
 - (iii) where an existing requirement must be completed within a stipulated period
 - (iv) in respect of any building or contents which have not suffered Damage insured by this Section
- (b) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye-Law.

The reinstatement of the Property Insured

- (a) must begin and be carried out as quickly as possible
- (b) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

If Our liability under this Section is reduced by the application of any terms or Conditions of this policy, Our liability under this Clause will similarly be reduced.

The maximum We will pay under this Clause in respect of

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

M Requirements

If in relation to any claim in respect of Damage by any insured contingency, You have failed to implement the requirements set against that contingency in the Schedule of Requirements, within the timescales specified, You will lose Your right to indemnity or payment for that claim.

Additional Conditions

The following additional conditions only apply to the Property Damage - Specified Contingencies Section and/or Property Damage - All Risks Section if the letter set against them appears in The Schedule.

(Also refer to the Conditions contained in these Sections and the Policy Conditions at the back of this policy booklet).

Q Unoccupied Premises - Non Sprinklered

If in relation to any claim for Damage in respect of any unoccupied or disused buildings, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) carry out internal and external inspections of the buildings at least every 7 days
 - (i) maintain a weekly log of such inspections
 - (ii) as soon as possible, repair or arrange to be repaired, any defects found
 - (iii) carry out a monthly management check of the weekly inspections log.
- (b) remove all waste, combustible materials and gas bottles, either within or outside the buildings, from The Premises
- (c) securely lock all external doors, close and secure all windows, and secure and seal all letter boxes and openings
- (d) turn off all sources of power, fuel and water at the mains and wherever possible, chain and padlock the isolation valves

However, where the buildings are protected by an Intruder Alarm System, You must provide sufficient power to operate the system.

- (e) advise Us immediately if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.

R Unoccupied Premises - Sprinklered

If in relation to any claim for Damage in respect of any unoccupied or disused buildings, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) carry out internal and external inspections of the buildings at least every 7 days
 - (i) maintain a weekly log of such inspections
 - (ii) as soon as possible, repair or arrange to be repaired, any defects found
 - (iii) carry out a monthly management check of the weekly inspections log.
- (b) remove all waste, combustible materials and gas bottles, either within or outside the buildings, from The Premises
- (c) securely lock all external doors, close and secure all windows, and secure and seal all letter boxes and openings
- (d) turn off all sources of power, fuel and water at the mains and wherever possible, chain and padlock the isolation valves

However

- (i) where the buildings are protected by an Intruder Alarm System, You must provide sufficient power to operate the system
- (ii) where the buildings are protected by a wet sprinkler installation, provide sufficient heat to prevent freezing or bursting of the sprinkler installation
- (e) advise us immediately if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.

Glass Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and will keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Damage

Accidental loss, destruction or damage.

Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which We will deduct for each and every claim at each separate location. You will repay any such amount paid by Us.

Cover

We will indemnify You in respect of

- (1) Damage (including the cost of boarding up) of glass at The Premises for which You are responsible including

- (a) shelves, showcases and mirrors
- (b) the cost of replacing alarm foil, lettering, painting, embossing, silvering, or other ornamental work on glass following Damage.

The maximum that We will pay in any one Period of Insurance is £1,000.

- (c) wash hand basins, pedestals, baths, sinks, lavatory bowls, bidets, cisterns, shower trays, splashbacks at The Premises.
- (d) the cost of removing and reinstating obstructions to replacing glass

The maximum that We will pay in any one Period of Insurance is £1,000.

- (e) Damage to window and door frames following breakage of glass.

The maximum that We will pay in any one Period of Insurance is £1,000.

- (2) damage to neon and illuminated signs for which You are responsible

We will not indemnify You in respect of

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

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of

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

Business Interruption Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternate definition is stated to apply.

Damage

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

Defined Contingency

fire

lightning

explosion

aircraft and other aerial devices dropped from them

riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances

malicious persons other than thieves

earthquake

storm or flood

escape of water from any tank, apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation.

Cover

In respect of each item in The Schedule, We will indemnify You in respect of any interruption or interference with The Business as a result of Damage occurring during the Period of Insurance caused by each of the following Contingencies

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

- (a) for any Item, the Sum Insured stated in The Schedule

- (b) in aggregate, the total Sum Insured unless stated otherwise in the Specification.

Contingencies

A (1) Fire.

We will not indemnify You in respect of Damage

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

(2) Lightning.

(3) Explosion

- (a) of boilers
- (b) of gas in a building not being part of any gas works

used for domestic purposes or used for lighting or heating the building.

We will not indemnify You for Damage caused by earthquake or underground fire.

B Explosion.

C Aircraft including

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

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

We will not indemnify You in respect of Damage caused by or happening through

- (a) work stoppages
- (b) theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation.

Revenue Protection Business Interruption

- G Earthquake.
- K Underground Fire.
- L Fire caused by the Property Insured's own spontaneous combustion.
- N Storm, Flood and Falling Trees.

We will not indemnify You in respect of

- (a) Damage due only to change in the water table level
- (b) Damage caused by
 - (i) frost
 - (ii) subsidence, ground heave or landslide
 - (iii) escape of water from any tank, apparatus or pipe
 - (iv) felling, lopping or pruning of trees
- (c) Damage to fences, gates and moveable property in the open.

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

We will not indemnify You in respect of Damage by water discharged or leaking from an automatic sprinkler installation.

- R Impact by any vehicle or by goods falling therefrom or animal.

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

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

We will not indemnify You in respect of Damage caused by

- (a) freezing whilst The Premises owned or occupied by You are unoccupied or disused
- (b) explosion, earthquake, subterranean fire or heat caused by fire.

- T Theft or attempted theft

We will not indemnify You in respect of Damage

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

We will not indemnify You in respect of Damage caused by

- (1) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

However, We will indemnify You in respect of loss resulting from Damage

- (a) caused by a Defined Contingency or from any other Damage not otherwise excluded
 - (b) from an ensuing cause which is not excluded.
- (2) erasure or distortion of information on computer systems or other records
 - (a) while mounted in or on any machine or data processing equipment,
or
 - (b) due to the presence of magnetic fluxunless caused by Damage to the equipment in which the records are mounted.
 - (3) change in the water table level.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

1 Alteration

We will not indemnify You in respect of Damage if

- (a) The Business is
 - (i) wound up or carried on by a liquidator or receiver
 - (ii) permanently discontinued
- (b) Your interest ceases otherwise than by Your death.

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

2 Claims Procedures

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

You must

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

3 Property Cover

We will not indemnify You in respect of any Damage insured by this Section unless

- (a) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage

and

- (b) (i) payment has been made or liability admitted for such Damage
- or
- (ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) Damage caused by or happening through
 - (a) riot or civil commotionHowever, We will indemnify You, if these contingencies are stated as applicable in The Schedule.
 - (b) pressure waves caused by aircraft or other aerial devices.
- (2) Damage caused by pollution or contamination.
However, We will indemnify You in respect of Damage, not otherwise excluded, caused by
 - (i) pollution or contamination at The Premises which itself results from any Contingency insured by this Section (other than Contingency T)
 - (ii) any Contingency insured by this Section (other than Contingency T)

which itself results from pollution or contamination.

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

Terrorism means

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

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

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

Standard Clauses

The following Clauses apply to this Section only.

Additional Gross Rentals

We will indemnify You in respect of Damage to any newly acquired or newly erected building and/or any alteration or improvement to a building anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man resulting in loss of Gross Rentals as insured by this Section.

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

You must provide Us with details of these additional Gross Rentals as soon as possible but at least every six months and pay the appropriate additional premium.

We will not indemnify You in respect of

- (a) any building more specifically insured
- (b) any appreciation in value.

Contracting Purchaser's Interest

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

Loss of Investment Income on Late Payment of Gross Rentals

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

Managing Agents Premises

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

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

Prevention of Access

We will indemnify You in respect of Damage to property in the vicinity of The Premises which prevents or hinders use of or access to The Premises whether The Premises have been damaged or not.

Statutory Inspection of Plant

Any item of plant or machinery belonging to You or under Your control which requires to be examined to comply with any statutory regulations must be inspected in accordance with such regulations. Failure to comply with this will invalidate cover in respect of an explosion originating within and causing Damage to the item of plant.

Additional Contingencies

In respect of each item in The Schedule, We will indemnify You in respect of any interruption or interference with The Business as a result of loss or Damage occurring during The Period of Insurance caused by each of the Additional Contingencies B, C, D, E, N, P and Q. In respect of Additional Contingency A this only applies if stated in The Schedule.

A Subsidence

We will indemnify You in respect of Damage causing interruption or interference with The Business as a result of subsidence or ground heave of the site of The Premises or landslip.

We will only indemnify You in respect of Damage to

- (a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (b) walls, gates, hedges or fences
 - (i) if such property is specifically insured by the Property Damage - Specified Contingencies Section and/or Property Damage - All Risks Section of this policy

and

- (ii) Damage also occurs to the building to which such property applies and that building is insured by the Property Damage - Specified Contingencies Section and/or Property Damage - All Risks Section of this policy.

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) collapse, cracking, shrinking or settlement of any building
 - (b) coastal or river erosion
 - (c) defective design or inadequate construction of foundations
 - (d) demolition, structural alteration or repairs

(e) settlement or movement of made up ground

- (2) Damage as a result of movement of solid floor slabs.

However, We will indemnify You if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.

B Action by the Police Authority

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of prevention of access to The Premises by the Police Authority due to a danger or disturbance in the vicinity of The Premises.

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

The maximum We will pay under this Additional Contingency is £100,000 in respect of the total of all losses occurring during the Period of Insurance, unless otherwise stated in The Schedule.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this Additional Contingency.

C Full Failure of Utilities - Electricity

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to The Premises

We will not indemnify You in respect of accidental failure

- (1) caused by the deliberate act of any supply authority
- (2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (3) caused by industrial action
- (4) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours.

The maximum We will pay under this Additional Clause is £50,000 in respect of any one loss, unless otherwise stated in The Schedule.

D Full Failure of Utilities - Gas

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of gas at the terminal ends of Your suppliers feed to The Premises.

The maximum We will pay under this Additional Clause is £50,000 in respect of any one loss, unless otherwise stated in The Schedule.

We will not indemnify You in respect of accidental failure

- (1) caused by the deliberate act of any supply authority
- (2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (3) caused by industrial action
- (4) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours.

E Full Failure of Utilities - Water

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of water at the terminal ends of Your suppliers feed to The Premises.

The maximum We will pay under this Additional Clause is £50,000 in respect of any one loss, unless otherwise stated in The Schedule.

We will not indemnify You in respect of accidental failure

- (1) caused by the deliberate act of any supply authority
- (2) caused by the exercise of any supply authority's power to

withdraw or restrict supply or services

- (3) caused by industrial action
- (4) caused by drought or other weather conditions unless equipment has been damaged
- (5) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (6) lasting less than four hours.

Additional Contingencies N P and Q

Maximum Amount Payable

The maximum We will pay in respect of the total of all losses occurring during the Period of Insurance, under both or any one of Additional Contingencies N and Q only is

(a) £100,000

or

(b) 10% of the Sum Insured (or 133 1/3 % of the Estimated Amount) shown under item 1 of The Schedule

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

The provisions of any Automatic Reinstatement Clause do not apply in respect of any of Additional Contingencies N and Q.

Definitions

The following definitions apply to Additional Contingencies N and Q only.

Food or Drink Poisoning

The occurrence of an illness sustained by any person caused by food or drink poisoning.

Notifiable Disease

The occurrence of any of the following diseases sustained by any person

Acute Encephalitis

Acute Poliomyelitis

Anthrax

Chickenpox
Cholera
Diphtheria
Dysentery
Leprosy
Leptospirosis
Malaria
Measles
Meningococcal Infection
Mumps
Ophthalmia Neonatorum
Paratyphoid Fever
Plague
Rabies
Rubella
Scarlet Fever
Smallpox
Tetanus
Tuberculosis
Typhoid Fever
Viral Hepatitis
Whooping Cough
Yellow Fever

Notifiable Disease at The Premises

- (a) Food or Drink Poisoning attributable to food or drink supplied from The Premises
or
- (b) Notifiable Disease occurring at The Premises.

Notifiable Disease in the Area

- (a) Food or Drink Poisoning
or
- (b) Notifiable Disease
occurring within a radius of five miles of The Premises.

Harmful Organism

The discovery of an organism at The Premises likely to result in the occurrence of Food or Drink Poisoning or a Notifiable Disease.

Vermin Pest and Defective Sanitation

- (a) The discovery of vermin or pests,
or
- (b) any accident causing defects in the drains or other sanitary arrangements
at The Premises which restricts the use of The Premises on the order or advice of the competent authority.

Murder or Suicide

Any occurrence of murder or suicide at The Premises.

Indemnity Period

- (a) In respect of
 - (i) Notifiable Disease at The Premises
 - (ii) Harmful Organism
 - (iii) Murder or Suicidethe period during which the results of The Business are affected due to the occurrence or discovery starting from the date of the occurrence or discovery and ending not later than the Maximum Indemnity Period stated as applying to the Additional Contingency.
- (b) In respect of
 - (i) Vermin Pest and Defective Sanitation
 - (ii) Notifiable Disease in the Area of The Premisesthe period during which the results of The Business are affected due to the occurrence or discovery starting from the date of the occurrence or discovery and ending not later than the Maximum Indemnity Period stated as applying to the Additional Contingency.

Additional Contingencies

N (a) Notifiable Disease at The Premises

We will indemnify You in respect of loss resulting from interruption of or interference with The Business due to

- (1) Notifiable Disease at The Premises
- (2) Harmful Organism,

which restricts the use of The Premises on the order or advice of the competent authority

- (3) Vermin Pest or Defective Sanitation
- (4) Murder or Suicide

Maximum Indemnity Period

3 months.

- (b) Notifiable Disease in the Area

We will indemnify You in respect of loss resulting from interruption of or interference with the Business due to any occurrence of a Notifiable Disease in the Area which restricts the use of The Premises on the order or advice of the competent authority.

Maximum Indemnity Period

3 months.

Additional Contingency P

P Telecommunications

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of the public supply of the telecommunications services at the incoming line terminals or receivers at The Premises.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supply authority
- (2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services

- (3) caused by industrial action
- (4) caused by atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- (5) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (6) caused by failure of any satellite
- (7) lasting less than 24 consecutive hours.

The maximum We will pay under this Additional Contingency is £50,000 in respect of any one loss, unless otherwise stated in The Schedule.

Q Legionella

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of any outbreak of legionellosis at The Premises causing restrictions on the use of The Premises on the order or advice of the competent authority.

Maximum Indemnity Period

Three months.

Condition

The following condition applies to Additional Contingency Q.

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease you have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

At The Premises You must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice.

Exceptions to Additional Contingencies N and Q

The following exceptions apply to Additional Contingencies N and Q.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not indemnify You in respect of

- (a) costs incurred in, cleaning, repair, replacement, recall or checking of property,
- (b) in respect of Additional Contingencies N (a) and Q, loss arising from premises other than those directly subject to the occurrence, discovery or accident,
- (c) in respect of Additional Contingency N (b) loss arising from premises other than those directly subject to the occurrence,
- (d) any Business Interruption Extension stated in The Schedule.

- (b) the Damage did not result from a breach of the terms of the lease by the tenant or lessee
- (c) the Damage did not result from a criminal, fraudulent or malicious act or the tenant or lessee.

F Payments on Account Clause - Rent

Claim payments on account may be made to You during the Indemnity Period in respect of claims for loss of Gross Rentals on the date which but for the Damage the Gross Rentals would have been due from the lessee.

Clauses

The following Clauses apply to this Section.

E Subrogation Rights Waiver Clause

We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent as defined in, or within the meaning of the relevant Companies Act or Companies (N.I.) Order, current at the time of Damage.
- (2) any company which is a subsidiary of a parent company of which You are a subsidiary as defined in, or within the meaning of the relevant Companies Act or Companies (NI) Order, current at the time of the Damage.
- (3) any tenant of Yours provided that
 - (a) the tenant or lessee contributes to the cost of insuring the Property Insured against the event which caused the Damage

Gross Rentals Declaration-Linked Basis Specification

Item

Estimated Gross Rentals stated in The Schedule.

Definitions

(Also refer to the definitions stated in this Section and the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Specification and shall keep the same meaning wherever they appear in the Specification.

1 Estimated Gross Rentals

Your estimate of Gross Rentals for the financial year (proportionately increased where the Maximum Indemnity Period exceeds 12 months) most closely corresponding to the Period of Insurance.

2 Gross Rentals

Money paid or payable to You by tenants for rental of The Premises, and for the services provided in connection with The Business at The Premises.

3 Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

4 Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

5 Standard Gross Rentals

The Gross Rentals during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period

Standard Gross Rentals may be adjusted to reflect any trends or circumstances which

- (a) affect The Business before or after the Damage
- (b) would have affected The Business had the Damage not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

Notes

- 1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

Basis of Settlement

The insurance on Gross Rentals is limited to loss due to

- (a) loss of Gross Rentals
and
- (b) increase in cost of working.

We will pay

- (i) in respect of loss in Gross Rentals the amount by which, due to the Damage, the Standard Gross Rentals exceed the Gross Rentals during the Indemnity Period
- (ii) in respect of increase in cost of working

any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Gross Rentals during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the reduction avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Gross Rentals, which reduce or cease due to the Damage.

Maximum Amount Payable

The maximum amount We will pay is

- (a) in respect of Gross Rentals
 - 200% of the Estimated Gross Rentals stated in The Schedule
- (b) overall
 - 200% of the Estimated Gross Rentals stated in The Schedule
 - and
 - 100% of the Sums Insured by other Items
 - unless otherwise agreed by Us.

Clauses

The following clauses apply to this Specification.

1 Alternative Premises

The Gross Rentals during the Indemnity Period will include Gross Rentals derived elsewhere than from The Premises if The Business is conducted elsewhere than at The Premises.

2 Auditors and Professional Accountants

We will pay Your auditors and professional accountants and solicitors reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books
- (c) determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease

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

The maximum We will pay for any claim, including auditors and professional accountants charges, is the Sum Insured.

3 Automatic Reinstatement

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

However, You must pay the additional premium required to reinstate the Estimated Amounts.

4 Premium Adjustment

You will supply, within six months of the expiry of each Period of Insurance, a professional accountants declaration of Gross Rentals earned in Your financial year most closely corresponding to the Period of Insurance.

We will, for the purposes of premium adjustment, increase the declared figure by the amount by which the Gross Rentals were reduced during the financial year as a result of a claim.

If the declared figure (adjusted as above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative Period of Insurance

- (a) is less than the Estimated Gross Rentals, We will allow a pro rata return of up to 50% of the premium paid
- (b) exceeds the Estimated Gross Rentals, You will pay a pro rata additional premium.

5 Renewal

You will supply, prior to each renewal, the Estimated Gross Rentals for the financial year most closely corresponding to the following Period of Insurance.

Terrorism Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Act of Terrorism

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

Denial of Service Attack

Any actions or instruction constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems.

This includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non genuine traffic between or amongst networks.

Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which We shall deduct from each and every claim at each separate location.

You will repay any such amount paid by Us.

Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether the property of You or not.

Head/Heads of Cover

Any of the following types of direct insurance cover

- (1) Buildings and completed structures
- (2) Other property insured hereunder
- (3) Business Interruption.

Private Individual

Any person other than

- (1) A company, association or partnership
- (2) A trustee or body of trustees where insurance is arranged under the terms of a trust
- (3) A person who owns Residential Property for the purpose of their business as a sole trader
- (4) A person who owns Residential Property of which in excess of 20 per cent of the property is commercially occupied.

Note

- (a) where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the property is not a block of flats, each will be deemed to be a Private Individual in respect of that same property and
- (b) where two or more persons have arranged insurance on Residential Property in their several names and/or the name of the Policyholder includes the name of a bank or a building society or other financial institution for the purpose of noting their interest in the property insured, they will be deemed to be a Private Individual in respect of that property.

Residential Property

- (1) Private dwelling houses and flats.
- (2) Household goods and personal effects.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant owned and used by You.
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any person other than an Employee.
- (3) where indemnity is provided by another insurance policy.

Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £250 per day.
- (2) each Employee is £150 per day.

Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
- (2) the judgment was obtained in a court within The Defined Territories.
- (3) there is no appeal outstanding to the judgment.
- (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
 - (a) accommodation, exploration, drilling or production rig or platform.
 - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is
 - (a) carried in or upon a vehicle
 - (b) entering or getting on to, or a lighting from, a vehiclewhere any road traffic legislation requires insurance or security.
- (3)
 - (a) liquidated damages.
 - (b) penalty clauses.
 - (c) fines.
 - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision -Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 including costs and expenses.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Earnings Index issued by the relevant government department. We may select an alternative measure if the index is unavailable.
- (2) Where it is stated in The Schedule that declarations apply
 - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require
and
 - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all our liability that might otherwise arise from such defect or danger.

Property Owner's Liability Section

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

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

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) Costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The

Insured is legally liable

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

Damage

Physical

- (1) loss.
- (2) destruction.
- (3) damage.

Financial Loss

A pecuniary loss suffered by any tenant of The Insured and not caused by Personal Injury or Damage to Property.

Personal Injury

- (1) Bodily Injury.
- (2) Wrongful
 - (a) arrest, detention or imprisonment.
 - (b) eviction.
 - (c) accusation of shoplifting.

Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere
and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer in the custody or control of The Insured.

Property

Material property.

Terrorism

Any act or acts including but not limited to

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

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

The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
- (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
- (d) those who hire plant to You to the extent required by the hiring conditions

or the personal representatives of any of these persons

in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of

- (1) Products Supplied
- (2) Pollution or Contamination

The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

The Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used

for the period during which You are responsible under contract conditions.

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses

in respect of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
 - (2) Canada
- the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant which are owned and used by You.
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which result

from any deliberate act or omission by You.

- (3) where indemnity is provided by another insurance policy.

Contractual Liability

We will indemnify The Insured against liability in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Data Protection Act 1998

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual
 - (a) the subject of personal data The Insured holdsand
 - (b) who suffers damage or distress caused by
 - (i) inaccuracy of data
 - (ii) loss of the data
 - (iii) unauthorised destruction or disclosure of the data
 - (iv) unauthorised access to the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) (a) Personal Injury other than as provided by this Clause.
- (b) Damage to Property.
- (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence.
- (d) libel, slander or defamation.
- (2) consequential loss.
- (3) liability
 - (a) as a result of You having authorised the destruction or disclosure of the data.
 - (b) which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.
- (4) any fine or statutory payment.
- (5) liability which arises solely by reason of the terms of any agreement.
- (6) liability in respect of liquidated damages or under any penalty clause.
- (7) legal costs or expenses or financial losses in respect of any order
 - (a) for rectification or erasure of data.
 - (b) requiring the data to be supplemented by any other statements.
- (8) proceedings relating to Compensation for any
 - (a) Employee if the Employers' Liability Section of this policy is not in force.
 - (b) third party if the Property Owner's Liability Section of this policy is not in force.

Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern

Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

Employees' and Visitors' Personal Belongings

We will indemnify the Insured in respect of legal liability for accidental Damage to employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured.
- (2) stored for a fee or other consideration by The Insured.
- (3) in the custody or control of The Insured for the purposes of being worked upon.

Financial Loss – Property Owners

We will indemnify The Insured in respect of legal liability for Financial Loss as a direct result of the failure to provide any Property or service in connection with Property Insured as detailed under the Property Damage Section of this policy.

The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is £500,000.

This indemnity only applies to claims made against The Insured during the currency of this Clause or within 30 days of its expiry.

We will not provide indemnity

- (1) in respect of Financial Loss as a result of
 - (a) circumstances which, at inception of this Property Owner's Liability Section, The Insured knew or ought to have known about and which were likely to give rise to a claim.

- (b) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood.
 - (c) passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right.
 - (d) libel, slander or defamation.
 - (e) liability under the Data Protection Act 1998 or any subsequent amending legislation.
 - (f) any diminution in value of any Property.
 - (g) the failure or partial failure of any managing agent to fulfil their obligations under any contract.
 - (h) any consequence whatsoever directly or indirectly caused by or contributed to or arising from
 - (i) the presence of
 - (ii) the release ofAsbestos including any product containing Asbestos.
- (2) for the first 5% or £1,000, whichever is the greater, of Compensation, Costs and Expenses in respect of each and every loss.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined

Territories and in connection with The Business.

- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any Employee.
- (3) where indemnity is provided by another insurance policy.

Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1) (a) not owned by
- (b) not loaned, leased, hired or rented to You nor provided by You and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
- (2) while the vehicle is being driven by
 - (a) You.
 - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (3) where indemnity is provided by another insurance policy.

Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Legal Liabilities Property Owner's Liability

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
 - (a) any agreement unless liability would have existed otherwise.
 - (b) ownership or occupation of land or buildings.
 - (c) the carrying on of any trade or profession.
 - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy.

Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is
£250 per day
- (2) each Employee is Exceptions
£150 per day.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
 - (a) aircraft, aerial device or hovercraft.
 - (b) watercraft exceeding 8 metres in length.

(c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than

- (i) where described in the Motor Contingent Liability Clause.
- (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.

(3) Damage to Property

- (a) which You own or is loaned, leased, hired or rented to The Insured
- (b) which is held in trust or in the custody or control of
 - (i) The Insured
 - (ii) any other party who is carrying out work on Your behalf

other than in the circumstances described in the Hired or Rented Premises Clause or the Employees' and Visitors' Personal Belongings Clause.

(c) which requires to be insured under the terms of Clause 21.2.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.

(4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating

- (a) Products Supplied (other than Products Supplied under a separate contract).
- (b) The Works.

(5) recalling or making refunds in respect of

- (a) Products Supplied.
- (b) The Works.

(6) advice, instruction, consultancy, design, formula, specification,

- inspection, certification or testing performed or provided separately for a fee or under a separate contract.
- (7) the carrying out of any work or any Products Supplied which affects or could affect
- (a) the navigation, propulsion or safety of any aircraft or other aerial device.
 - (b) the safety or operation of nuclear installations.
- (8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.
- All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- (9) (a) work in or on and travel to, from or within
- (b) Products Supplied to any offshore
- (i) accommodation, exploration, drilling or production rig or platform.
 - (ii) support vessel.
- (10) (a) liquidated damages.
- (b) penalty clauses.
- (c) fines.
- (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.
- (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (a) Terrorism
- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision -Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (12)(a) and (12)(b) above shall apply to the Property Owner's Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £2,000,000 or any other amount specified in the policy for Property Owner's Liability whichever is the lower.

- (13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.
- You will reimburse any such amount paid by Us.
- (14) Products Supplied other than
- (a) the sale or supply of food and drink
 - (b) the disposal of furniture and office equipment previously used in the course of The Business.
- (15) (a) exposure to
- (b) inhalation of
 - (c) fears of the consequences of exposure to or inhalation of

- (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos.

You must ensure that in connection with any building You own, hire or rent which is unoccupied

- (1) all mains services are isolated and tanks drained unless required for the maintenance of alarms, fire detection systems or sprinklers.
- (2) all flammable and combustible materials are removed.
- (3) all external doors and windows are closed and securely locked and other similar precautions taken to prevent unauthorised access.
- (4) arrangements are in force to check the unoccupied building internally and externally at least every seven days for evidence of unauthorised access.

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Earnings Index issued by the relevant government department. We may select an alternative measure if the index is unavailable.
- (2) Where it is stated in The Schedule that declarations apply
 - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require
and
 - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all our liability that might otherwise arise from such defect or danger.

Unoccupancy

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

Endorsements and Additional Endorsements

This Section is subject to any Endorsements and Additional Endorsements which are stated in The Schedule as applying.

(Also refer to the Policy Conditions at the back of this policy booklet).

Additional Endorsements

A Indemnity to Managing Agents

- (1) Paragraph (3) of the definition of The Insured is extended to include
 - (e) Your managing agents
in respect of any building owned but not occupied by You.
- (2) We will not pursue subrogation rights against any managing agent.

Property Owner's Legal Protection

The following notes are designed to assist You in understanding Your Legal Protection cover and the process that You must follow to ensure that You obtain the maximum benefit from this cover.

The claims service for this Section of the policy is administered by DAS Legal Expenses Insurance Company Limited on Our behalf. DAS pioneered the legal expenses market in this country during the mid-seventies and are today recognised as the UK's leading legal expenses insurer. We have chosen DAS as Our Claims Administrator for this cover in view of their expertise and many years experience in dealing with legal disputes for customers.

To ensure that You get the maximum benefit from this Section of the policy You should follow the guidelines below:

- As soon as You are aware of an incident, You should get legal advice from the legal helpline on 0845 300 1899 without delay. Please have Your policy number to hand.
- If You think that You might need to claim contact DAS Legal Expenses Insurance Company Limited on 0117 934 2000 and request a claim form. DAS will only proceed with Your claim once they have received details of the incident in writing. A claim form is available to download at . DAS will administer the claim on behalf of Aviva.
- If a solicitor is required to deal with Your legal problem DAS will appoint one from their approved panel of solicitors. These solicitors have been carefully chosen as experts in the area of law covered by the policy and they are required to comply with strict service standards set by DAS.

Please note that all civil claims covered by this Section of the policy are subject to the provision of 'Prospects of Success', this is stated in item (3) under the Cover heading in this Section. This means that You must have a greater chance of winning a case than not, make a successful defence or obtain another legal remedy agreed by DAS. This will be assessed by DAS or a

suitably qualified person who has been appointed by them.

If a case is deemed not to have 'prospects' the cover provided by this Section will not operate. You will be informed in writing of the reason why.

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an Insured Person in accordance with the terms of this Section.

Aspect Enquiry

An examination by HM Revenue and Customs which considers one or more specific aspects of Your self-assessment and/or corporation tax return.

Costs and Expenses

- (1) Legal costs
 - (a) All reasonable and necessary costs chargeable by the Appointed Representative on a standard basis.
 - (b) Costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with the agreement of The Claims Administrator.
- (2) Accountants Costs
All reasonable and necessary accountancy costs incurred by the Appointed Representative.
- (3) Attendance Expenses
 - (a) The salary or wages of the Insured Person for the time they are off work

- (i) to attend any arbitration, court or tribunal hearing at the request of the Appointed Representative
 - (ii) as a defendant or while attending jury service.
- (b) We will pay for each half or whole day that the
- (i) court
 - (ii) tribunal
 - (iii) employer of the Insured Person
- will not pay for.
- (c) The amount We will pay is based on the following
- (i) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.
 - (ii) if the Insured Person
 - works full time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person.
 - works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.

Date of Occurrence

- (1) civil cases - when the cause of action accrued (other than Contingencies 4A, 4B or 4C).
- (2) criminal cases - when the Insured Person broke or is alleged to have broken the criminal law in question.
- (3) Full Enquiries or Aspect Enquiries when HM Revenue and Customs first notifies in writing the intention to make enquiries.
- (4) employers compliance and Value Added Tax disputes - when the relevant authority sends an assessment or written decision to You.

- (5) licence or registration appeals - when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence or British Standard Certificate of Registration.

Full Enquiry

An extensive examination by HM Revenue and Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment and/or corporation tax return.

Hotel Expenses

Hotel Expenses to cover the cost of accommodation up to an amount not exceeding £75 per day for a maximum of 30 days.

Insured Person

- (1) You
- (2) any director of Yours, or partner, or proprietor of The Business
- (3) any employee of Yours under a contract of employment with You.

Limit of Indemnity

The maximum amount stated in the Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one cause in connection with the business as stated in The Schedule.

Territorial Limits

For Contingencies 2 Legal Defence (other than Contingency 2(4)) and 6 Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Gibraltar, Hungary, Iceland, Liechtenstein, Macedonia, Malta, Monaco, Montenegro, Norway, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland and Turkey (West of the Bosphorus).

For all other Contingencies

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The Claims Administrator

DAS Legal Expenses Insurance Company Limited who administer the claims service for this insurance on Our behalf.

Cover

We will indemnify the Insured Person in the terms of the Contingencies stated in The Schedule as applying. If an Appointed Representative is used, We will pay the Costs and Expenses incurred for this provided that

- (1) the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
- (2) any legal proceedings will be dealt with by a court or other body which The Claims Administrator agree to, within the Territorial Limits
- (3) in civil claims it is always more likely than not that the Insured Person will recover damages (or obtain any other legal remedy which The Claims Administrator have agreed to) or make a successful defence.
- (4) For all Contingencies The Claims Administrator will help in appealing or defending an appeal provided that the Insured Person tells The Claims Administrator within the time limits allowed that they want The Claims Administrator to appeal. Before we pay any Costs and Expenses for appeals, The Claims Administrator must agree that it is always more likely than not that the appeal will be successful.

The maximum We will pay is the Limit of Indemnity stated in The Schedule.

Contingency 1A Property Protection

The Claims Administrator will negotiate for Your legal rights in any civil action relating to material property which is owned by You, or for which You are responsible following

- (1) any event which causes or could cause physical damage to such material property
 - (2) any nuisance or trespass
- provided that in the event of physical damage to The Premises let under either
- (a) an assured shorthold tenancy
 - (b) a short assured tenancy
 - (c) an assured tenancy

(as defined by the Housing Act 1988 as amended by the Housing Act 1996 or the Housing (Scotland) Act 1988) the amount in dispute exceeds £1,000

and/or

- (2) any nuisance or trespass

We will not indemnify You in respect of any claim relating to

- (1) a contract entered into by You
- (2) goods
 - (a) in transit
 - (b) lent or hired out
 - (c) at premises You do not occupy unless for
 - (i) installation or
 - (ii) use in work to be carried out by You
- (3) mining subsidence
- (4) a motor vehicle
 - (a) owned, hired or leased by an Insured Person other than damage to motor vehicles where You are engaged in the business of selling motor vehicles
 - or
 - (b) used by an Insured Person.

Contingency Conditions

- (1) You must prepare prior to the grant of the tenancy, a detailed inventory allowing space for comments to be made as a condition of the items in the inventory on check in and comments to be made later on check out of the premises.

- (2) You must conduct regular inspections of The Premises (by reference to such inventory) at no less intervals than every six months.
- (3) You must as soon as possible after a tenant has checked out or has otherwise vacated the premises, prepare a detailed Schedule of Dilapidations.
 - ground 4 - Out of term letting by an educational institution
 - ground 5 - Property required for a minister of religion
 - ground 6 - Demolition or substantial works to premises
 - ground 7 - Death of Tenant
 - ground 8 - Statutory minimum rent arrears

Contingency 1B – Residential Repossession

We will indemnify You in respect of

- (1) Your legal rights in trying to get possession of The Premises that You have let under either
 - (a) an assured shorthold tenancy
 - (b) a short assured tenancy
 - (c) an assured tenancy

(as defined by the Housing Act 1988 as amended by the Housing Act 1996 or the Housing (Scotland) Act 1988).

You must be trying to get possession under

- (i) Schedule 2 Part 1
 - ground 1 - Landlords former or intended occupation
 - ground 2 - Landlords Mortgage default
 - ground 3 - Out of season holiday letting
 - ground 4 - Out of term letting by an educational institute
 - ground 5 - Property required for a minister of religion
 - ground 6 - Demolition or substantial works to premises
 - ground 7 - Death of Tenant
 - ground 8 - Statutory minimum rent arrears

of the Housing Act 1988 as amended by the Housing Act 1996

- (ii) Schedule 5 Part 1
 - ground 1 - Landlords former or intended occupation
 - ground 2 - Landlord default of a heritable security
 - ground 3 - Out of season holiday letting

of the Housing (Scotland) Act 1988

You must give the tenant the correct notices telling him or her that You want possession of The Premises.

- (2) Your legal rights in trying to get possession of The Premises that You've let within Northern Ireland, the Isle of Man or the Channel Islands.
- (3) Your legal rights in trying to get possession of The Premises if You have let The Premises to a limited company or partnership and The Premises has been let for people to live in.
- (4) Your legal rights in trying to get possession of The Premises if You have let The Premises and You live in The Premises as the landlord
- (5) Your legal rights to evict anyone in The Premises who has not got Your permission to be there.
- (6) Your legal rights to recover any rent Your tenant owes You for The Premises
- (7) We will pay hotel expenses while You try to get a possession order for The Premises so You can live in it.

We will not indemnify You in respect of

- (1) any dispute with Your tenant where the cause of action arises within the first 90 days of the start of this cover and the tenancy agreement commenced prior to the start of this cover
- (2) any dispute with any person other than Your tenant or someone in The Premises without Your permission to be there if The Premises is part of a building which contains five or more apartments or flats

- | | |
|---|---|
| <p>(3) any claim relating to registering rents, reviewing rents, buying the freehold of The Premises or any matter that relates to rent tribunals, land tribunals or rent assessment committees unless You are defending an action brought against You by Your tenant</p> <p>(4) any claim related to someone legally obtaining The Premises whether You are offered money or not or restrictions or controls placed on The Premises by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above</p> <p>(5) any claim relating to work done by any government or public or local authority unless the claim is for accidental physical damage by any of the above.</p> | <p>(2) ensure that all relevant and necessary statutory pre-grant notices are served in the correct form on the tenant prior to the grant of the tenancy.</p> <p>(3) prior to the grant of any tenancy make all relevant and necessary searches to reveal county court judgements in the last five years against the proposed tenant by name.</p> <p>(4) not allow a tenant into possession with an unsatisfied County Court Judgement or a Sheriff Court Decree or if they are an undischarged bankrupt.</p> <p>(5) not let The Premises as student accommodation.</p> <p>(6) prior to the grant of any tenancy obtain a minimum of three satisfactory references including one from the tenant's employer (unless retired), a financial reference (e.g. a bank) and one other referee. If any doubts as to the integrity or financial standing of the tenant are expressed in any reference or there is a lack of response to any enquiry, You should not proceed with letting. On the making of any claim You should be in a position to forward not only copies of the notices to The Claims Administrator but also copies of the letters requesting the same. You should not allow the tenant into occupation until the first months rent and the dilapidations deposit payment have been cleared in Your or the managing agents bank account (or alternatively cash has been received).</p> |
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Contingency 1C – Residential Tenant Default

We will provide an indemnity for any rent Your tenant owes You up to vacant possession under

- (1) an assured short hold tenancy
- (2) a short assured tenancy
- (3) an assured tenancy

provided that such arrears occur during the tenants occupation of The Premises.

We will not indemnify You for

- (a) more than 12 monthly payments
- (b) the first calendar month rent owed to You.

Conditions to Contingency 1C

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

You shall

- (1) not allow an adult tenant into possession other than on the basis of an already completed written tenancy agreement duly signed by all parties.
- (2) ensure that all relevant and necessary statutory pre-grant notices are served in the correct form on the tenant prior to the grant of the tenancy.
- (3) prior to the grant of any tenancy make all relevant and necessary searches to reveal county court judgements in the last five years against the proposed tenant by name.
- (4) not allow a tenant into possession with an unsatisfied County Court Judgement or a Sheriff Court Decree or if they are an undischarged bankrupt.
- (5) not let The Premises as student accommodation.
- (6) prior to the grant of any tenancy obtain a minimum of three satisfactory references including one from the tenant's employer (unless retired), a financial reference (e.g. a bank) and one other referee. If any doubts as to the integrity or financial standing of the tenant are expressed in any reference or there is a lack of response to any enquiry, You should not proceed with letting. On the making of any claim You should be in a position to forward not only copies of the notices to The Claims Administrator but also copies of the letters requesting the same. You should not allow the tenant into occupation until the first months rent and the dilapidations deposit payment have been cleared in Your or the managing agents bank account (or alternatively cash has been received).
- (7) ensure that all statutory requirements are complied with regarding the issue and service of notices of intention to take proceedings.
- (8) ensure that all statutory and/or pre-proceeding notices are served personally with the person serving the notice if possible retaining a copy of the notice duly signed and dated by way of receipt by the recipient/s of the notice.
- (9) keep clear, up-to-date rental records.

- (10) ensure that where a tenant makes payment of arrears of rent that such payment is only received on the express understanding that it is being taken on account of the longest outstanding sum of arrears that are then due and that it is received without prejudice to any termination notice and/or to any proceedings. Where the tenant is a limited company, You must seek advice.
- (11) from Our 24 hour legal helpline, before any arrears are accepted.
- (12) ensure that any claim is submitted to The Claims Administrator within 90 days of the rent falling into arrears.
- (13) reply promptly to any request by The Claims Administrator or the Appointed Lawyer for information and if requested by any of these parties to send the originals of any document.
- (14) send a letter threatening legal action within 45 days of rent falling into arrears.

Contingency 1D – Commercial Lease Cover

The Claims Administrator will negotiate for Your legal rights

- (1) in a dispute with a tenant arising from a breach or alleged breach of the tenancy agreement applying to premises which are owned by or are the responsibility of the Insured.
- (2) to recover money and interest due from a lease, licence or tenancy of land or buildings including enforcement of judgement provided that
 - (a) the amount in dispute exceeds £250
 - (b) the premises which are subject to the dispute are insured by the Policy to which this insurance attaches.

We will not provide indemnity in respect of

- (1) any claim where the cause of action arises within 90 days of the start of this cover.
- (2) the recovery of money and interest due from a tenant other than disputes where the tenant intimates that a defence exists.
- (3) a dispute arising from or relating to
 - (a) the renewal of the lease or tenancy agreement.
 - (b) a rent review.
 - (c) the supply of service by or through You.

Contingency 2 – Legal Defence

At Your request The Claims Administrator will

- (1) defend the legal rights of an Insured Person
 - (a) prior to the issue of legal proceedings when dealing with the
 - (i) Police
 - (ii) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged the Insured Person has or may have committed a criminal offence
 - (b) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction
 - (c) following civil action taken against the Insured Person for compensation under Section 13 of the Data Protection Act 1998. (We will also pay any compensation award made against the Insured Person under Section 13 of the Data Protection Act 1998)
- (2) defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance
- (3) defend the legal rights of an Insured Person (other than You) if

- (a) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of
 - (i) sex
 - (ii) sexual orientation
 - (iii) race
 - (iv) disability
 - (v) age
 - (vi) religious belief(vii)political opinion.
- (b) civil action being taken against them as a trustee of a pension fund set up for the benefit of Your employees.
- (4) represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting Your Business.
- (5) represent You in appealing against the refusal of the Information Commissioner to register Your application for registration
- (6) pay the Attendance Expenses of an Insured Person for jury service provided that
 - (a) in respect of proceedings under the Health and Safety at Work etc. Act 1974, the Territorial Limits shall be any place where the Act applies
 - (b) at the time of the insured incident, You are registered with the Information Commissioner in respect of Contingency 2(1)(c).

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Contingency 3A – Contract Disputes

The Claims Administrator will negotiate for Your legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by You or on Your behalf for the

- (1) sale
 - (2) provision
 - (3) purchase
 - (4) hire
- of goods or of services provided that
- (1) the amount in dispute exceeds £250
 - (2) if the amount in dispute exceeds £5,000, You will be responsible for the first £500 of legal costs in respect of each and every claim
 - (3) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250
 - (4) the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
 - (a) the settlement payable under an insurance policy.
 - (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
 - (c) a loan, mortgage, pension or any other financial product and choses in action.
 - (d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles.
- (2) A dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You.

- (3) a dispute which arises from the
- (a) sale
 - (b) provision
 - (c) purchase
 - (d) hire
- of computer hardware, software, systems or services which have been specifically tailored.
- (4) a dispute arising from the breach or alleged breach of professional duty by an Insured Person.
- (5) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

Contingency 3B – Debt Recovery

The Claims Administrator will negotiate for Your legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services provided that

- (1) the amount in dispute exceeds £250
- (2) You have exhausted all reasonable credit control and accounting procedures
- (3) The Claims Administrator has the right to select the method of enforcement or to forego enforcing judgement if The Claims Administrator is not satisfied that there are, or will be, sufficient assets available to satisfy judgement
- (4) You supply the correct and current name and address of the debtor
- (5) a claim for debt recovery under this Contingency is made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
 - (a) the settlement payable under an insurance policy
 - (b) a lease, licence or tenancy of land or buildings

- (c) a loan, mortgage, pensions or any other financial product and choses inaction
 - (d) a motor vehicle owned by, hire or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles.
- (2) a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You.
- (3) a dispute which arises from the
- (a) sale
 - (b) provision
 - (c) purchase
 - (d) hire
- of computer hardware, software, systems or services which have been specifically tailored.
- (4) the recovery of money and interest due from another party where the other party intimates that a defence exists.

Contingency 4A – Full or Aspect Enquiries

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry carried out by HM Revenue and Customs.

The maximum amount We will pay for Aspect Enquiries in respect of any one claim is the limit stated in the Schedule.

Contingency 4B – Employers Compliance

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

- (1) Pay as You Earn
 - or
- (2) Social Security Regulations

following a review by HM Revenue and Customs or the Department of Social Security Contributions Agency.

Contingency 4C – VAT Disputes

The Claims Administrator will negotiate on Your behalf and represent You in any appeal proceedings following an assessment by HM Revenue and Customs in respect of value added tax due.

Condition to Contingencies 4A,4B and 4C

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

Reasonable Care

You must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We will not provide indemnity

- (1) caused by Your failure to register for value added tax.
- (2) arising from any investigations or enquiries undertaken by HM Revenue and Customs Special Investigation Section or Special Compliance Office.
- (3) arising from any investigations or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences.
- (4) arising from a tax avoidance scheme.
- (5) for the first £200 of Costs and Expenses for Aspect Enquiries in respect of any one claim.

The Claims Administrator will represent You in defending Your legal rights

- (1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an Insured Person

- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
- (3) in legal proceedings in respect of any dispute with
 - (a) an Insured Person
 - (b) a former Insured Person
 - (c) a trade union acting on behalf of an Insured Person or a former Insured Personwhich arises out of, or relates to, a contract of employment with You
- (4) in legal proceedings in respect of any dispute with
 - (a) an Insured Person
 - (b) a former Insured Person
 - (c) a prospective Insured Personarising from an alleged breach of their statutory rights under employment legislation.

We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.

Contingency 5B – Compensation Awards

We will indemnify You in respect of

- (1) any basic and compensatory award
- (2) an order for compensation following a breach of Your statutory duties under employment legislation

in respect of a claim The Claims Administrator have accepted under Contingency 1A.

The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is the limit stated in the Schedule.

We will not provide indemnity in respect of

- (1) non payment of money due under the relevant contract of employment or related statutory provision.
- (2) any compensation award related to
 - (a) trade union activities, trade union membership or non-membership
 - (b) pregnancy or maternity rights
 - (c) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - (d) statutory rights in relation to trustees of occupational pension schemes
 - (e) statutory rights in relation to Sunday shop and betting work.
- (3) any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998.

- (2) **Unlawful Discrimination**
In respect of an order of compensation following a breach of Your statutory duties under employment legislation You must have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.
- (3) **Redundancy**
In respect of any compensation award for
 - (a) redundancy
 - (b) alleged redundancy
 - (c) unfair selection for redundancyYou have sought and followed the advice of The Claims Administrator prior to serving notice of dismissal (0845 300 1899).
- (4) **Compensation Awards**
In respect of compensation awards,
 - (a) is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgement made after full argument.
 - (b) is approved by The Claims Administrator in writing.

Conditions to Contingency 5B

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

- (1) **Performance and/or Conduct**
In cases relating to performance and/or conduct, throughout the dispute, You have either
 - (a) followed the ACAS Code of Disciplinary
Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service
or
 - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
or
 - (c) sought and followed the advice from Our 24 hour Commercial Legal Protection Helpline (0845 300 1899).

Contingency 5C – Service Occupancy

The Claims Administrator will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

Contingency 6 – Bodily Injury

At Your request, The Claims Administrator will negotiate for the legal rights of an Insured Person and their family members following an event which causes the death of, or bodily injury, to them.

We will not provide indemnity in respect of any claim relating to

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.
- (2) defending the legal rights of an Insured Person or their family members other than defending a counter claim.
- (3) a motor vehicle owned, hired, leased or used by an Insured Person or their family members.

Contingency 7 – Statutory Licence Protection

The Claims Administrator will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence or British Standard Certificate of Registration.

We will not provide indemnity in respect of

- (1) an original application or application for renewal of a statutory licence or British Standard Certificate of Registration.
- (2) any licence appeal relating to the ownership, driving or use of a motor vehicle.

Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

- (1)
 - (a) any claim reported to Us more than 180 days after the date the Insured Person should have known about the claim.
 - (b) any claim relating to subsidence mining or quarrying.
 - (c) any Costs and Expenses incurred before the written acceptance by The Claims Administrator of a claim.

- (d) fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 5B(Compensation Awards) and Contingency 2 (Legal Defence).
- (e) any claim relating to
 - (i) patent
 - (ii) copyrights
 - (iii) trademarks
 - (iv) merchandise marks
 - (v) registered designs
 - (vi) intellectual property
 - (vii) secrecy and confidentiality agreements.
- (f) any claim relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another.
- (g) any claim deliberately or intentionally caused by the Insured Person.
- (h) a dispute with The Claims Administrator not catered for in Section Condition 7.
- (i) any claim relating to a shareholding or partnership share in the Business unless such shareholding was acquired under a scheme open to all Your employees or to a substantial number of them of a certain minimum grade other than Your directors or partners.
- (j) an application for judicial review.
- (k) any legal action an Insured Person takes which The Claims Administrator or the Appointed Representative have not agreed to

and/or

where the Insured Person does anything that hinders The Claims Administrator or the Appointed Representative.

- (l) any claim relating to any non-contracting party's rights to enforce all or any part of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.
- (2) a claim notified under this policy when, either at the start of or during the course of the claim You
 - (a) are bankrupt
 - (b) have filed a bankruptcy petition or winding-up petition
 - (c) have made an arrangement with creditors
 - (d) have entered into a deed or arrangement
 - (e) are in liquidation
 - (f) are or part of or all of Your affairs or property are in the care or control of a receiver or administrator.
- (2) (a) The Claims Administrator can takeover and conduct in the name of an Insured Person, any claim or legal proceedings at any time. The Claims Administrator can negotiate any claim on behalf of an Insured Person
- (b) An Insured Person is free to choose an Appointed Representative (by sending the Claims Administrator a suitably qualified person's name and address)if:
 - (i) the Claims Administrator agrees to start court proceedings and it becomes necessary for a lawyer to represent the interests of an Insured in those proceedings; or
 - (ii) there is a conflict of interest

The Claims Administrator may choose not to accept an Insured Person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of Appointed Representative in these circumstances, the Insured Person may choose another suitably qualified person

Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

- (1) An Insured Person must
 - (a) keep to the terms and conditions of this Section
 - (b) notify Us immediately of any alteration which may materially affect Our assessment of the risk
 - (c) take reasonable steps to keep any amount We have to pay as low as possible
 - (d) try to prevent anything happening that may cause a claim
 - (e) send everything The Claims Administrator ask for, in writing
 - (f) give The Claims Administrator full details of any claim as soon as possible and give The Claims Administrator any information they need.
- (c) In all circumstances except those in(2)(b) above, the Claims Administrator is free to choose an Appointed Representative
- (d) an Appointed Representative will be appointed by The Claims Administrator and represent an Insured Person according to their standard terms of appointment. The Appointed Representative must co-operate fully with The Claims Administrator at all times
- (e) The Claims Administrator will have direct contact with the Appointed Representative
- (f) an Insured Person must co-operate fully with The Claims Administrator and the Appointed Representative and must keep The Claims Administrator up-to-date with the progress of the claim

- (g) an Insured Person must give the Appointed Representative any instructions that The Claims Administrator require.
- (3) (a) an Insured Person must tell The Claims Administrator if anyone offers to settle a claim
- (b) if an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses
- (c) The Claims Administrator may decide to pay the Insured Person the amount of damages that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- (4) (a) if The Claims Administrator asks, an Insured Person must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited
- (b) an Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.
- (5) If an Appointed Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses an Appointed Representative, the cover We provide will end at once, unless The Claims Administrator agree to appoint another Appointed Representative.
- (6) If an Insured Person
- (a) settles a claim
- (b) withdraws their claim without the agreement of The Claims Administrator
- (c) does not give suitable instructions to an Appointed Representative
- the cover We provide will end immediately and We will be entitled to re-claim any Costs and Expenses paid by Us.
- (7) If The Claims Administrator and an Insured Person disagree about
- (a) the choice of Appointed Representative
- and/or
- (b) about the handling of a claim
- The Claims Administrator and the Insured Person can choose another suitably qualified person, to decide the matter. The Claims Administrator and the Insured Person must both agree to this in writing. If the Claims Administrator cannot agree with the Insured Person about the choice of the second suitably qualified person, The Claims Administrator will ask the president of a relevant national law society to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
- (8) The Claims Administrator may at their discretion require You to obtain an opinion from counsel at Your expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by Us.
- (9) All references to Acts of parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Endorsements and Conditions

The following endorsements and conditions apply to this Section.

(Also refer to the Policy Endorsement and Conditions at the back of this policy booklet).

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

Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions which apply to all Sections unless otherwise stated.

(1) Alteration of Risk

We will at Our option avoid the policy from the inception of this insurance where

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury
- (b) Your interest ceases except by will or operation of law

unless We have accepted the alteration.

(2) Arbitration

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

(3) Cancellation

We may cancel the policy

- (a) by sending You 30 days written notice to Your last known address

We will refund a proportionate part of the premium paid for the unexpired period.
- (b) immediately if the premium has not been paid or if there has been a default under an installment or linked credit agreement.

We will not refund any installment paid.

(4) Claims Procedure

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

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.

- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (c) At Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury including the amount of the claim within
 - (i) 30 days or
 - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

of You becoming aware of the event or occurrence, or such further time that We may allow.

- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

(5) Contribution

Applicable to Employers' Liability Section and Property Owner's Liability Section

- (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

Policy Conditions

excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of Average and this policy is not, this policy will become subject to the same condition of Average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

(6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity
or
- (b) the Sum Insured
or
- (c) a smaller amount for which a claim can be settled.

after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim with Our consent.

(7) Fraud

We will at Our option avoid the policy from the inception of this insurance or from the date of the claim or alleged claim, or avoid the claim

- (a) if a claim made by You or anyone acting on Your behalf to obtain a policy benefit is fraudulent or intentionally exaggerated, whether ultimately material or not

or

- (b) a false declaration or statement is made or fraudulent device put forward in support of a claim.

(8) Identification

The policy and The Schedule will be read as one contract.

(9) Non Disclosure, Misrepresentation or Misdescription

The policy is voidable if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or anyone acting for You.

(10) Reasonable Precautions

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

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
 - (i) loss or destruction of or damage to the Property Insured
 - (ii) accident or injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

(11) Reinstatement

When We decide, or are required to reinstate or replace any property You will, at Your expense, provide any

- (a) plans
 - (b) documents
 - (c) books
 - (d) information
- which We require.

Policy Conditions

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of any one item is the Limit of Indemnity or the Sum Insured for that item.

(12) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy
or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

(13) Index Linking

- (a) Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices. We may select alternative measures if any of these indices are unavailable

- (i) improvements item
The General Building Cost index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors
- (ii) other items
The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

- (b) Claims.

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

(14) Subjectivity

The policy, the application form, statement of fact and/or declaration made by You, and The Schedule, should be read together and form the contract of insurance between You (The Policyholder), and Us (Aviva).

- (a) We will clearly state in The Schedule if the Cover provided by the policy is subject to You
 - (i) providing Us with any additional information requested by the required date(s),
 - (ii) completing any actions agreed between You and Us by the required date(s),
 - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, You must allow us access to The Premises, Your Contract Sites, and/or The Business, to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions,
- (iii) require You to make alterations to The Premises insured by the required date(s),
- (iv) exercise Our right to cancel Your policy,
- (v) leave the policy or Section terms and conditions, and Your premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or

Policy Conditions

decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved:

- (i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may, at Our option, exercise Our right under Policy Condition **(3) Cancellation.**

Except where stated all other policy and Section terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the **IMPORTANT** note within The Contract of Insurance page of Your policy booklet.

Policy Exceptions

Each Section of the policy contains exceptions. They must be read in conjunction with the following Policy Exceptions which apply to all Sections unless otherwise stated.

We will not provide indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
 - (a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

However

- (1) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy.
 - (a) Terrorism
 - (b) Employers' Liability
 - (c) Directors and Officers Liability.
- (2) exception (1) (b) does not apply to the Property Owner's Liability Section when insured by this policy.
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
 - (a) directly or indirectly caused by or contributed to by or arising from

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

However,

- (1) exception (2) (b) above does not apply to the following Sections, when insured by this policy.
 - (a) Employers' Liability
 - (b) Property Owner's Liability.
 - (2) in relation to the Employer's Liability Section, exception (2) (a) above only applies when You under a contract or agreement have undertaken to
 - (a) indemnify another party
 - (b) assume the liability of another party.
 - (3) exceptions (2) (a) and (b) do not apply to the following Sections, when insured by this policy.
 - (a) Terrorism
 - (b) Directors and Officers Liability.
- (3)
 - (a) Money
 - (b) securities or bonds
 - (c) jewellery or precious stones
 - (d) precious metals or bullion
 - (e) furs or curios

Policy Exceptions

- (f) rare books or works of art
- (g) goods held in trust or on commission
- (h) documents or manuscripts
- (i) business books or computer systems records
- (j) explosives
- (k) property in transit

unless specifically mentioned.

However, exceptions (3) (a) to (k) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
 - (2) Employers' Liability
 - (3) Property Owner's Liability
 - (4) Property Owner's Legal Protection.
- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - (b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date,

day of the week or period of time

- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section.

- (a) Property Damage
- (b) Engineering
- (c) Business Interruption.

- (2) exceptions (4) (a) and (b) do not apply to the following Sections, when insured by this policy

- (a) Terrorism
- (b) Employers' Liability
- (c) Directors and Officers Liability

Definition

The following definition only applies to this exception

'Defined Contingency'

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

- (5) any claim (other than in respect of Personal Injury as defined under the Property Owner's Liability Section) arising directly or indirectly from, or in connection with, or consisting of

Policy Exceptions

(a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section

- (i) Property Damage Specified Contingencies
- (ii) Property Damage All Risks
- (iii) Money and Assault
- (iv) Business Interruption.

Exception (5) (a) does not apply to the Property Owner's Liability Section, when insured by this policy.

(b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section

- (i) Property Damage Specified Contingencies
- (ii) Property Damage All Risks
- (iii) Money and Assault
- (iv) Business Interruption.

Exceptions (5) (a) and (b) do not apply to the following Sections, when insured by this policy

- (1) Employee Dishonesty
- (2) Engineering
- (3) Terrorism
- (4) Employers' Liability
- (5) Property Owner's Legal Protection
- (6) Professional Indemnity
- (7) Directors and Officers



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