

Commercial Property Owner

Policy booklet



Underwritten by Aviva Insurance Limited



Welcome to Policyfast

Welcome to Your new Commercial Property owners policy exclusively arranged through Policyfast Limited.

This policy forms part of Your legal contract with us and defines what exactly Your Property Owners policy covers You against. Please refer to Your Schedule of cover for confirmation of the level of cover You have chosen.

Contents

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

Introduction

Thank You for choosing Aviva Insurance Limited as Your insurer.

This is Your Property Owner policy, setting out Your insurance protection in detail.

Your premium has been based upon the information shown in The Schedule and recorded in the statement of fact 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 advisor.

Services

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

Legal and Tax Helpline

You have automatic access to Our 24 hour legal and tax 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 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 and 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 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 or 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 meets 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.

How to Claim

Claims Service – Tel: 0844 8915059

A team of professionally trained Incident managers will provide every assistance to ensure minimum inconvenience to You and Your business.

When You call please ensure You quote the reference 24851582CBT and also have Your policy number to hand along with full details of the incident.

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 the 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.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

This policy is Underwritten by:

Aviva Insurance Limited

Registered in Scotland No.2116.

Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Contract of Insurance

The policy, the statement of fact and/or declaration made by You and The Schedule should be read together and forms 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 material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

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.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other

than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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 UK, 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 UK, 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 will apply.

Our Service to You

We aim to provide a first class service to all Our Policyholders, however occasionally an enquiry or a complaint may arise which will usually be resolved quickly and efficiently to Our Policyholders' satisfaction.

If You have an enquiry or cause to make a complaint regarding Your policy please contact the broker/agent who arranged the Insurance for You.

In the event Your complaint is about the service You have received from Policyfast, please contact: -

Operations Manager
Policyfast Limited
Unit 5 Vantage Park
Washingley Road
Huntingdon
PE29 6SR

Complaints which the insurer is required to resolve will be passed on by us to them. We will notify You where we do this, and monitor the progress of their investigations.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:

0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

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

Financial Services Compensation Scheme

We are members of the Financial Services Compensation scheme. You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstance 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
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU

Customers with disabilities

The policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats in the first instance please contact Policyfast Limited.

Use of Language

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

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
4. included 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 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. voluntary helper while working under Your control in connection with The Business
8. an outworker or homeworker when engaged in work on Your behalf.

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:
 1. computer and Electronic Equipment
 2. electronic means of communication
 3. web site.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, 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

Currency:

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 renewal 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

The Premises specified in The Schedule.

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 not 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.

Property Damage-All Risks Section Definitions

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

Operative only if accidental damage cover is shown as included in Your statement of fact.

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.

Contingency Groups

1. fire, lightning, explosion, aircraft, earthquake, riot, civil commotion, strikers, locked out workers and persons taking part in labour disturbances
2. malicious persons, storm, flood, escape of water from any tank, apparatus or pipe, impact
3. all other insured Damage other than any Additional Contingency or Theft Contingency if applicable
4. Theft Contingency.

Damage

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

Defined Contingency

Fire.

Lightning.

Explosion.

Aircraft and other aerial devices or articles 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.

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 each 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.

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.

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 consisting of:
 - (a) an existing or hidden defect
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level
 - (d) faulty design or faulty materials used in its construction
 - (e) faulty workmanship, operating error or omission by You or any Employee.
- However We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.
- (2) Damage cause by or consisting of:
 - (a) (i) corrosion, rust or rot
 - (ii) shrinkage, evaporation or loss of weight
 - (iii) dampness or dryness
 - (iv) scratching
 - (v) vermin or insects
 - (vi) mould or fungus
 - (b) change in
 - (i) temperature
 - (ii) colour
 - (iii) flavour
 - (iv) texture or finish
 - (c) nipple or joint leakage or failure of welds

- (d) cracking, fracturing, collapse or overheating of a boiler vessel. Machine or apparatus in which internal pressure is due to steam only and any associated piping
- (e) mechanical or electrical breakdown or derangement of the Property Insured.

However, We will indemnify You in respect of:

- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
 - (ii) any subsequent Damage which itself results from a cause not otherwise excluded.
- (3) Damage caused by pollution or contamination. However We will indemnify You in respect of Damage, not otherwise excluded, to the Property Insured caused by:
 - (a) pollution or contamination which results from a Defined Contingency
 - (b) a Defined Contingency which results from pollution or contamination.
 - (4) Damage caused by or consisting of:
 - (a) subsidence, ground heave or landslide unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
 - (b) normal settlement of new structures
 - (c) acts of fraud or dishonesty
 - (d) (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error
 - (e) theft or attempted theft.
 - (5) Damage to a structure caused by its own collapse or cracking: However, We will indemnify You in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.
 - (6) Damage to:
 - (a) gates
 - (b) fences
 - (c) moveable property in the open by
 - (i) wind
 - (ii) rain, hail, sleet or snow
 - (iii) flood
 - (iv) dust.
 - (7) (a) Damage by fire resulting from it's undergoing any process involving the application of heat

- (b) Damages to that portion of any item caused by its' own self ignition, leakage of electricity, short circuiting, or over running
- (c) Damage resulting from its' undergoing any process of
 - (i) production or packaging
 - (ii) treatment, testing or commissioning
 - (iii) servicing or repair

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion.

- (8) Damage while any building is unoccupied or disused caused by escape of water as a result of freezing of any automatic sprinkler installation in The Premises.
- (9) Damage in respect of:
 - (a) glass not being fixed glass forming part of the structure of the building
 - (b) china, earthenware, marble or other fragile objects (not including stock in trade).

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

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

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

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

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

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

- (13) 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.

- (14) Damage by pressure waves from aircraft or aerial devices.

- (15) 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 a territory not specified in (i) above any act or acts including but not limited to
 - (a) the use or threat of force and/or violence and/or
 - (b) harm or Damage to like or to property (or the threat of such harm or Damage) by nuclear and/or chemical and/or biological 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.

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

Conditions

The following conditions apply to the Section. (Also refer to the Policy Exceptions 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 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 requirement
- (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.

Theft Contingency

We will indemnify You in respect of Damage at The Premises caused by 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 as stated in The Schedule.

Additional Contingency

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 in respect of Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.
- (3) the Excess stated in The Schedule.

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 of 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 part of the Building:
 - (a) generating the rent received or
 - (b) for which the rent is payable being 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. any newly built and/ or newly acquired building
2. alterations, additions and improvements to an insured building but not in respect of any appreciation in value 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:

1. £2,000,000 in respect of any newly built and/ or newly acquired building
2. £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 additional 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 home.
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 statement of fact 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 only or 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 article 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 contract valued in excess of £250,000 prior to work commencing and pay an additional premium 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 of 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 Building and Machinery Item extends to include any 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 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 conjunction 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
 - (b)
 - (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.

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 Building, Blocks of Flats or Machinery Item 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 services.

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 uses
- (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. for 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 the Section.

We will not indemnify You for 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 is £50,000.

Transfer of Interest

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

1. the contract has not yet been completed and
2. the Building has not yet been insured by or on behalf of the purchaser 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 purchase.

Value Added Tax

The insurance by this Section extends to include Value Added Tax paid by You (including "selfsupply" Value Added Tax where appropriate) which is not subsequently recoverable provided that:

1. (a) Your liability for such tax arises solely as a result of the reinstatement or repair of the buildings following Damage
- (b) We have paid or have agreed to pay for such Damage
- (c) if any payment by Us in respect of the

reinstatement or repair of such Damage is less than the actual cost of reinstatement or repair, any payment under this Clause resulting from that Damage will be reduced in like proportion.

2. Your liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the destroyed or damaged building.
3. Where an option to reinstate on another site is exercised, Our liability under this Clause will not exceed the amount of tax that would have been payable had the building been rebuilt on its original site.
4. Our liability under this Clause will not include amounts payable by You as penalties or interest for non-payment or late payment of tax.

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

- A. for the purpose 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.

Workman

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

Additional Clause List A

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

A. Day One (Non Adjustable)

For each item of property Insured to which this clause applies (as stated in The Schedule),

- (1) the first and annual premises 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) By-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 to 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 insured 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 100% of the Declared Values stated in The Schedule.
- (6) the maximum We will pay in respect of each separate location subject to this Clause is as stated in The Schedule.

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.

European Union and Public Authority Clause

The following Clause applies 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 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 including any undamaged portions necessary to comply with any:

- (1) European Community legislation.
- (2) Act of Parliament.
- (3) By-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 the 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 foundation 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.

Additional Conditions

The following additional conditions apply to the Property Damage – Specified Contingencies Section and/or Property Damage – All Risks Section.

(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

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 building 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 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 We will pay for any one replacement is £1,000
 - (e) Damage to window and door frames following breakage of glass

The maximum We will pay for any one replacement 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 the 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 or tear
 - (c) change in colour or finish
- (3) breakage of glass:
 - (a) whilst The Premises are unoccupied or disused
 - (b) in transit or while being fixed
 - (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 will 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 property used by You at The Premises for the purpose of the Business.

Defined Contingency

Fire, Lightning, Explosion, Aircraft and other aerial devices or articles dropped from them, Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbance, 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 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 or persons taking part in labour disturbance 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.

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 landslip
 - (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 discharge or leaking from an automatic sprinkler installation.

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

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.

U. (1) Any Damage not excluded by the terms of Property Damage – All Risks Section of this policy:

and

(2) Damage not otherwise excluded by the terms of the Property Damage – All risks Section of this policy caused by a defined contingency to:

- (a) glass, not being fixed glass forming part of the structure of the building
- (b) china, earthenware, marble or other fragile objects
- (c) vehicles licensed for road use including accessories on or attached to them
- (d) caravans or trailers
- (e) railway locomotives or rolling stock
- (f) watercraft or aircraft
- (g) property in the course of construction including materials for use in the construction
- (h) roads or pavements, piers, jetties, bridges, culverts or excavations
- (i) livestock.

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 flux unless 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.

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 insurance covering the Damage:
 - within 30 days after the expiry of the Indemnity Period or such further time that We may allow
 - (iii) books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

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 commotion However, 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 not the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisations 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 acts including but not limited to:
 - (a) the use of threat of force and/or violence

and/or

- (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or groups(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 loss or Damage is covered under this Section will be upon You.

Standard Clause

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 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 purpose of this Clause only, The Premises shall include any premises occupied by Your Managing agent for the purpose 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 and P. 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
 - (ii) Damage also occurs to the building to which such property applied 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 provision 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.

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.

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.

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.

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

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 100% of the Estimated amount) shown under item 1 of The Schedule, whichever is the lower, unless otherwise stated in The Schedule.

The provision of any Automatic Reinstatement Clause do not apply in respect of any 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 5 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 Suicide

the 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 Contingencies.

(b) In respect of:

- (i) Vermin Pest and Defective Sanitation
- (ii) Notifiable Disease in the Area of The Premises

The period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date of the use of The Premises are restricted and ending not later than the Maximum Indemnity Period stated as applying to the Additional Contingencies.

Additional Contingency 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 Three 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 Three months

Additional Contingency P and Q

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 an 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 of 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.

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 (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.

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 of the Gross Rentals would have been due from the lessee.

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 figure 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 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 to solely 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

100% of the Estimated Gross Rentals stated in The Schedule.

(b) overall

100% 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 and Legal Fees

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

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

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

The maximum We will pay for any claim, including auditors and professional accountants and solicitors 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.

Property Owner's Liability Section Definitions

(Also refer to the Policy Definitions at the front of the 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) proceeding 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 groups(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 services in their respective capacities as such
 - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditions 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 1988

We will indemnify The Insured in respect of:

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual
 - (a) the subject of personal Data The Insured holds and

- (b) who suffers damage or distress caused by:
 - (i) inaccuracy of Data
 - (ii) loss of the Data
 - (iii) unauthorised destruction or disclosure of the Data
 - (iv) unauthorised access to the Data arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000. We will not provide indemnity in respect of:

- (1) (a) Personal Injury other than as provided by this Clause
- (b) Damage to Property
- (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injuries falsehood or breach of confidence
- (d) libel, slander or defamation
- (2) consequential losses
- (3) liability:
 - (a) as a result of You having authorised the destruction or disclosure of the Data
 - (b) which could reasonably have been expected to arise as a result of any other deliberate act or omission by You
- (4) any fine or statutory payment
- (5) liability which arises solely by reason of the terms of any agreement
- (6) liability in respect of liquidated damages or under any penalty clause
- (7) legal costs or expenses or financial losses in respect of any order:
 - (a) for rectification or erasure of Data
 - (b) requiring 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 Public and Products 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 the 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 of Asbestos including any product containing Asbestos.
- (2) for the first 5% or £1,000, whichever is the greater, of Compensation, Costs and Expenses in respect of each and every loss.

Legal 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 proceeding which:
 - (a) result from a 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) 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 You in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories. We will not provide indemnity:

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

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

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

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 meters 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
 - (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 specified 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 noncompensatory 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.

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 estimate upon which the premium is based will be adjusted for movements in The Average Earning 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.

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 system 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.

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.

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

or

- (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

- (a) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us
- (b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default

termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (a) or (b) above and provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

(c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

(d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

(4) Claims Procedure

In relation to any claim if 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 of Your becoming aware of the event or occurrence or
- (ii) 7 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 Owners Liability Section

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

Applicable to all other Sections insured by this policy

(b) Where any loss, destruction or 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 or with Our consent.

(7) Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover from You any sums paid by Us to You in respect of the claim,
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by Us in respect of the claim (from You or such person,

depending on who received the sums or who benefited from the cover provided),

- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

(8) Identification

The policy and Schedule will read as one contract.

(9) Non Disclosure, Misrepresentation or Misdescription

1. Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - (ii) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - (iii) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

2. Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation

to this policy was agreed, then:

- (a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
 - (ii) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
 - (iii) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

(10) Reasonable Precaution

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, destruction or damage to 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.

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

The maximum amount We will pay in respect of one item is the Limit of Indemnity or 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) any building and tenants improvements item
 - The General Building Cost index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors
- (ii) other items
 - The Producer Price index for Home Sales of Manufactured Products issued by the relevant government department.

- (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) Additional Condition: Misuse of Drugs Act (1971)

We may at Our option

- (i) avoid the policy from the inception of this insurance or
- (ii) cancel the policy from the date of the claim or alleged claim and repudiate the claim or
- (iii) repudiate the claim

If in relation to any claim for Damage arising from the use of the Premises for the production (by means of manufacture, cultivation, harvest or any other method of processing), sale, supply, distribution, storage or use of any drugs classed as a controlled substance under the Misuse of Drugs Act (1971) (including any amendments from time to time or any successor Act), You have failed to fulfil any of the following conditions.

You must

- a) carry out regular internal and external inspections of the Premises at least once every six months and always prior to the granting of a new tenancy and prior to the expiry of any existing tenancy.
- b) maintain a record of such inspections.
- c) obtain and record written formal identification of any prospective tenant.
- d) obtain a written or verbal reference from any prospective tenant's employer.
- e) not accept rental payments in cash for the whole period of the tenancy.
- f) not allow any sub letting of the Premises.

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 the 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) Employee Dishonesty
- (b) Terrorism
- (c) Employers Liability
- (d) Professional Indemnity
- (e) Directors and Officers

exception (1) (b) does not apply to the Property Owner's Liability Section, when insured by this policy.

- (2) death or disablement, loss, destruction or damage to any property, any loss or expense whatsoever, any consequential loss or 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 the policy:

- (a) Employers Liability
- (b) Property Owners Liability.
- (2) In relation to the Employers' 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) Employee Dishonesty
 - (b) Terrorism
 - (c) Professional Indemnity
 - (d) Directors and Officers
- (4)
 - (a) Money
 - (b) securities or bonds
 - (c) jewellery or precious stones
 - (d) precious metals or bullion
 - (e) furs or curios
 - (f) rare books or works of art
 - (g) goods held in trust or on commission
 - (h) documents or manuscripts
 - (i) business books or computer system records
 - (j) explosives
 - (k) property in transit
 unless specifically mentioned

However exceptions (4) (a) to (k) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
- (2) Employers Liability
- (3) Property Owners Liability
- (4) Property Owners Legal Protection
- (5) 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) Money and Assault.
 - (c) Business Interruption
- (2) Exceptions 4 (a) and (b) do not apply to the following Sections, when insured by this policy:
 - (a) Employee Dishonesty
 - (b) Terrorism
 - (c) Employers Liability
 - (d) Professional Indemnity
 - (e) Directors and Officers.

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 Owners Liability Section) arising directly or indirectly from, or in connection with, or consisting of:

(a) Loss of Data

However, We will not exclude any claim rising 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 a 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 Owners 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, unauthorized 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 this 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

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

Policy Version Date: August 2016

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