Property Owners’ Combined

Capital Cover Group Ltd act as agents for Brit Syndicates Limited under a Binding Authority Agreement
UMRB0799FC006470k

V. 30.06.17
# Index for Your Property Owners Policy

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Important Helplines

Your claims will be dealt with by Broadspire, on behalf of Brit Syndicate 2987 at Lloyd’s. Your claims should be notified by Telephone: 01908 302 391 or e-mail brit@crawco.co.uk

For full details of how to make a claim please refer to Section 10 — Claims Procedure.
Introduction

This Property Owners' Combined Policy has been arranged and is administrated by Capital Cover Group Ltd T/A Capital Insurance Markets. Capital Cover Group Ltd is an insurance intermediary, authorised and regulated by the Central Bank of Ireland. Capital Cover Group Ltd are agents of Brit Syndicate 2987 at Lloyd's at Lloyd's to the extent agreed under the Binding Authority Agreement Reference Number UMR B0799FC006470.

This Property Owners' Combined Policy is underwritten by Brit Syndicate 2987 at Lloyd's: Brit Syndicate 2987 at Lloyd's (also referred to as Us, We, or the Insurer) is registered in England and Wales, No: 0824611. Registered Office: The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB. Authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulator Authority.

Financial Conduct Authority (FCA)

The FCA register can be checked by visiting their website on www.fca.gov.uk or by calling 0800 111 6768

About Your Insurance Broker

Your Insurance Broker is the organisation that You arranged this insurance through, and should be Your first point of contact for any queries You may have on the Policy, other than claims. Claims contact numbers can be found under the Important Helplines Section of this document.

See also Section 10—Claims Procedure and Section 11—Enquiries and Complaints Procedure.
Your Policy
This Policy is a contract between You (also referred to as the Insured) and Us.

This Policy and any Schedule, Endorsement, and Certificate should be read as if they are one document.

We will insure You under those sections stated in Your Certificate of Insurance during the Period of Insurance as long as we have accepted Your premium provided always that all the terms and conditions of this Policy are kept. Our liability will in no case exceed the amount of any sum insured or limit of liability stated in this Policy, or in Your Certificate of Insurance or any Endorsement to this Policy.

Any reference to You includes Your or Yours, and any reference to Us will include We, Our, Ours. Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto. Any heading in this Policy is for ease of reference only and does not affect its interpretation.
Your Obligations

You have an obligation at the start of this insurance and at renewal to disclose to Us material facts.

Material facts are those which are relevant to the underwriting of the risk. They may be relevant either to the physical risk or to the personal background and characteristics (including the financial history) of You and Your Employees, senior management, directors, partners and owners of Your Business. Your Business should have a system in place to ensure that all material facts are disclosed.

1. Before this insurance contract is entered into, You must make a fair presentation of the risk to Us, the Insurer, in accordance with Section 3 of the Insurance Act 2015. In summary, You must:

   a) Disclose to Us the Insurer every material circumstance which You know or ought to know. Failing that, You must give Us the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);

   b) Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and

   c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

2. For the purposes of clause (1)(a) above, You are expected to know the following:

   a) If You are an individual, what is known to You and anybody who is responsible for arranging Your insurance.

   b) If You are not an individual, what is known to anybody who is part of Your senior management; or anybody who is responsible for arranging Your insurance.

   c) Whether the You are an individual or not, what should reasonably have been revealed by a reasonable search of information available to You. The information may be held within Your organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the You are insuring subsidiaries, affiliates or other parties, We expect that You will have included them in Your enquiries, and that You will inform Us if You have not done so. The reasonable search may be conducted by making enquiries or by any other means.

Our Obligations

We agree to provide insurance in accordance with the terms and conditions of this Policy during the Period of Insurance. We have relied on there being a fair presentation of the risk, including the accuracy of all information provided and representations made by or on behalf of the You in the application of this insurance, which shall include the proposal form and all written materials provided in support thereof.

Law applicable to the contract

As a matter of law, Brit Syndicate 2987 at Lloyd’s and You may choose the law applicable to this contract. However, in default of any specific agreement between You and Us, this contract will be subject to English law.

You agree to submit to the exclusive jurisdiction of the English courts. This is a legal document and should be kept in a safe place.

Please read the policy and certificate carefully and if they do not meet your needs return them to us or your insurance intermediary.

Currency

All premiums, sums insured, indemnities and excesses shown in the Schedule of this Policy or any subsequent renewal notice or endorsement relating thereto shall be deemed to be Great Britain Pound (GBP).
Section 1 - Property Damage

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 6 also apply to this Section. The General Conditions in Section 7 and General Exclusions in Section 8 also apply to this Section.

1.1 Definitions for Section 1

(1) Buildings

Buildings described in the Schedule, and including:
(a) landlords' fixtures and fittings;
(b) tenants' improvements for which the landlord is responsible in on or around the Buildings;
(c) furnishings and other contents of common parts of the Buildings;
(d) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture;
(e) walls, gates and fences;
(f) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises, and extending to the public mains, but only to the extent of Your responsibility;
(g) yards, car parks, roads, pavements, forecourts, all constructed of solid materials; and
(h) landscaping excluding external ponds and lakes;

all being Your property or for which You are responsible and situate at the Premises.

(2) Damage

Damage shall mean Physical accidental loss or physical destruction of or physical damage to the Property Insured.

(3) Declared Value

Your assessment of the cost of reinstatement of the Property Insured at a level of costs applying at the time that such values are required by the Insurers as the basis for the calculation of the Policy premium (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowance for:
(a) debris removal costs;
(b) professional fees; and
(c) additional cost of reinstatement to comply with European Community and Public Authority requirements.

(4) Excess

The first amount of each and every claim (as shown in the Schedule) for which You are responsible at each separate Premises after the application of all other terms and conditions of the insurance including but not limited to any Condition of Average.

(5) Non-Standard Construction

Constructed of materials other than those detailed in the definition Standard Construction.

(6) Standard Construction

Brick, stone or concrete built and roofed with slates, tiles, metal, concrete or sheets or slabs composed entirely of incombustible mineral ingredients

(7) Territorial Limits

United Kingdom, The Channel Islands and Isle of Man.

(8) Unoccupied

Unoccupied shall mean not in use for a continuous period of 30 days.

1.2 Cover

We will indemnify You in respect of Damage to Property Insured occurring during the Period of Insurance at the Premises and caused by any of the following Perils if shown as operative in the Schedule.

1.3 Property Insured

Building(s) at the Premises as described on the Schedule.

The values shown on the Schedule represent the maximum values at risk.
1.4 Limit of Liability

The liability of the Insurers under this Section shall not exceed in the whole the Total Sum Insured or the Sum Insured in respect of each Item or any other Limit of Liability as stated herein or in the Schedule.

The Sum Insured under each Item other than items solely applying to fees, removal of debris, private dwelling houses, churches or other buildings in course of erection is separately subject to Average.

1.5 Perils

(Operative only if stated in the Schedule)

(1) Fire excluding:
   (a) the amount of Excess shown in the Schedule;
   (b) Damage by explosion resulting from fire.

(2) Lightning excluding the amount of Excess shown in the Schedule.

(3) Aircraft or other aerial devices or articles dropped therefrom excluding the amount of Excess shown in the Schedule.

(4) Explosion excluding:
   (a) the amount of Excess shown in the Schedule;
   (b) Damage caused by the bursting of any boiler or other plant which belongs to You or is under Your control and in which internal pressure is due to steam only;

but this shall not exclude Damage caused by explosion of:
   (i) any boiler
   (ii) gas

used for domestic purposes only.

(5) Earthquake excluding
   (a) the amount of Excess shown in the Schedule;
   (b) Damage caused by fire.

(6) Flood excluding:
   (a) the amount of Excess shown in the Schedule;
   (b) by the change in water table levels or the failure of tanking within basements and cellars;
   (c) by subsidence, ground heave or landslip; or
   (d) to garden landscaping and paving, garden furniture, tree and plants, gates and fences

(7) Malicious Persons excluding:
   (a) by You or Your officers or Persons Employed,
   (b) by the authorised resident of the Your Building or part thereof, or
   (c) to garden landscaping and paving, garden furniture, tree and plants;

(8) Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding:
   (a) the amount of Excess shown in the Schedule;
   (b) Damage arising from cessation of work;
   (c) Damage to garden landscaping and paving, garden furniture, tree and plants
   (d) Damage directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
      (i) Damage in the course of theft or attempted theft
      (ii) Any amount below the Excess shown in the Certificate of Insurance or the Policy Schedule or any amount in excess of a Limit of GBP10,000 after the application of the Policy Excess in respect of Malicious Damage caused by a Tenant of the Property Insured.
(9) Storm excluding:
(a) the amount of Excess shown in the Schedule;
(b) Damage solely due to change in the water table level;
(c) Damage caused by frost subsidence ground heave or landslip;
(d) Damage to fences and gates unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time;
(e) Damage to trees plants shrubs and turf unless there is Damage to the Buildings at the same time.

(10) Escape of water or oil from any tank apparatus pipe or appliance excluding:
(a) the amount of Excess shown in the Schedule;
(b) Damage by water discharged or leaking from an automatic sprinkler installation.

(11) Impact by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal excluding the amount of Excess shown in the Schedule.

(12) Accidental escape of water from any automatic sprinkler installation excluding:
(a) the amount of Excess shown in the Schedule;
(b) Damage by freezing in any building which is Unoccupied
(c) Damage by heat caused by fire.

(13) Theft or attempted theft excluding:
(a) the amount of Excess shown in the Schedule;
(b) any loss which the Insured is able to recover from another source.

(14) Subsidence ground heave or landslip excluding:
(a) the amount of Excess shown in the Schedule;
(b) Damage arising from the settlement or movement of made-up ground or by coastal or river erosion;
(c) Damage resulting from:
(i) the construction demolition structural alteration or structural repair of any property;
(ii) groundworks or excavation works; at the Premises.
(d) Damage arising from normal settlement or bedding down of new structures;
(e) Damage commencing prior to the granting of cover under this insurance.

(15) Any other accident excluding:
(a) the amount of Excess shown in the Schedule;
(b) Damage by any:
(i) of the Perils;
(ii) of the causes expressly excluded from the Perils; specified in paragraphs (1) to (12) (whether or not insured);
(c) Damage to any property caused by:
(i) its own faulty or defective design or materials;
(ii) inherent vice latent defect gradual deterioration wear and tear;
(iii) faulty or defective workmanship on the part of You or any of Your Employees

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded;

(d) Damage caused by:
(i) corrosion rust wet or dry rot marring scratching vermin or insects;
(ii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates;

but this shall not exclude:

(i) such Damage which itself results from other Damage and is not otherwise excluded;
(ii) subsequent Damage which itself results from a cause not otherwise excluded;
(e) Damage caused by disappearance or unexplained loss;

(f) Damage to any building or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one Period of Insurance and which:

(i) does not result from:

(1) the construction demolition structural alteration or structural repair of any property;

(2) groundworks or excavation works; at the Premises;

(ii) is not otherwise excluded.

1.6 Basis of Claims Settlement

Unless stated otherwise in the Schedule the basis of settlement under this Section shall be:

1.7 Reinstatement:

The amount payable In respect of Buildings shall be the cost of reinstatement of the Damage. For this purpose "reinstatement" means:

(a) the rebuilding or replacement of Property Insured lost or destroyed which provided Our liability is not increased may be carried out;

(i) in any manner suitable to Your requirements

(ii) upon another site

(b) the repair or restoration of Property Insured damaged;

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

Provided that:

(a) Our liability for the repair or restoration of Property Insured damaged in part only shall not exceed the amount which would have been payable had such Property been wholly lost or destroyed.

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

(c) No payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement shall be made:

(i) unless reinstatement commences and proceeds without unreasonable delay;

(ii) until the cost of reinstatement shall have been actually incurred;

(iii) if the Property Insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement.

(d) All the terms and conditions of this Policy shall apply:

(i) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as it is varied hereby;

(ii) where claims are payable as if this Basis of Claims Settlement had not been incorporated.

The maximum amount We will pay in respect of any one item is the Sum Insured.
1.8 Clauses & Conditions that apply to Section 1 - Property Damage

(1) **Architects, Surveyors, Legal and Consulting Engineers Fees**

The insurance for Buildings includes an amount in respect of architects, surveyors, legal and consulting engineers fees necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its Damage but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total the limits stated in the Basis of Claims Settlement.

(2) **Acquisitions**

The insurance for Buildings extends to include:

(a) additions and extensions to the Property Insured (but not appreciation in value) made after the commencement of each annual Period of Insurance for an amount not exceeding 10% of the Sum Insured or GBP250,000 whichever is the less; and

(b) any newly built or newly acquired Buildings belonging to You or for which You are responsible to insure for an amount not exceeding GBP500,000; anywhere in the Territorial Limits;

provided Your interest is not protected by any more specific insurance and provided You shall inform the Insurers as soon as practicable and pay the appropriate additional premium.

(3) **Additional Sprinkler Costs**

The Insurers will pay the costs incurred in upgrading an automatic sprinkler installation to the current LPC rules solely as imposed upon You by the Insurers following Damage to the Buildings provided that at the time of the Damage the installation conformed to the 28th or 29th Edition rules or to the LPC rules current at the time of installation but did not conform to subsequent amendments to those Rules.

(4) **Automatic Reinstatement after a Loss**

In the event of loss the Sums Insured will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by the Insurers or You and You shall pay any required premiums for reinstatement from that date.

(5) **Average**

Where a Sum Insured is subject to Average if at the time of the Damage the Sum Insured is less than the actual value of the property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss.

(6) **Buildings awaiting Demolition**

If at the time of the Damage any Buildings are awaiting demolition the Insurer's liability shall be limited to the additional cost of removing debris, as detailed in Clause 33 — Removal of Debris, which are incurred by You solely as a result of Damage.

(7) **Buildings awaiting Refurbishment Redevelopment or Renovation**

If at the time of the Damage any Buildings are awaiting refurbishment redevelopment or renovation the Insurer shall not be liable for any costs which would have been incurred by You in the absence of such Damage.

(8) **Change of Tenancy**

You must advise the Insurers, within 7 days, of all changes in tenancy or occupation within the Premises, as specified in Section 8 General Conditions 8.1 — Alteration in Risk.

(9) **Confirmation of Values at Risk**

You must provide the Insurer at the inception of the Policy and annually thereafter with full details of the Declared Values.

(10) **Construction of Buildings**

Except as otherwise stated the Buildings described in the Schedule are of Standard Construction.

(11) **Contract Works**

The insurance by each Buildings item extends to include Contract Works to the extent to which You have contracted to arrange cover provided the Insurer's maximum liability for any one loss shall not
exceed GBP100,000. This clause shall only apply in so far as the Contract Works are not otherwise insured and excludes the amount of Excess being GBP250.

(12) **Contractors Interest**
Where You are required to effect insurance on the Buildings in the joint names of You and the contractor under the terms of the contract condition then the interest of the contractor in the Buildings as a joint Insured is noted subject to details of any single contract where the original contract price exceeds GBP250,000 having been advised to the Insurers prior to work commencing and an additional premium being paid as appropriate.

(13) **Damage to Landscaped Gardens**
The Insurers will pay the reasonable costs and expenses incurred in replanting trees shrubs plants and turf used in landscaped gardens and grounds, belonging to You or for which You are responsible, as a result of Damage insured by this Section, being the cost of restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established provided that the Insurer's maximum liability for any one loss shall not exceed GBP25,000.

(14) **Day One Basis**
Applicable only to those items showing a Declared Value as stated in the Schedule.

(a) You having stated in writing the Declared Value (shown in brackets below the Sum Insured) incorporated in each item to which this clause applies the premium has been calculated accordingly.

For the purposes of this clause Declared Value shall mean:

Your assessment of the cost of reinstatement of Buildings arrived at in accordance with paragraph 1 of the Basis of Claims Settlement Condition of this Section 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:

(i) the additional cost of reinstatement to comply with:
   (1) European Union Legislation
   (2) Act of Parliament
   (3) Bye-Laws of any public authority
(ii) professional fees
(iii) debris removal costs

(b) 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.

(c) Provisions (b) and (d) of the Basis of Claims Settlement Condition are restated as follows:

(b) 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 Condition at the start of the Period of Insurance Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph 1 of this Condition.

(d) All the terms and conditions of this Policy shall apply:

(i) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as it is varied hereby;
(ii) where claims are payable as if this Basis of Claims Settlement had not been incorporated except that the Sums Insured shall be limited to 115% of the Declared Value.

(15) **Delays in Rebuilding**
The Insurer shall not be liable for increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with stipulations unless such delays are wholly outside of Your control.
Designation

For the purposes of determining where necessary the heading under which any property is insured the Insurers agree to accept the designation under which such property has been entered in Your books.

Unoccupied Buildings

(a) Whenever the Premises stated in the Schedule are Unoccupied or not in use the Unoccupied Buildings Condition below applies;

(b) You must notify the Insurers in writing immediately any Unoccupied building or Unoccupied portion of a building insured by this Policy becomes occupied or any occupied building becomes Unoccupied and pay an additional premium if required.

(c) Failure by You to notify Insurers could entitle Insurers to decline liability to pay Your claim.

Unoccupied Buildings Condition

(a) Whenever a Building or portion thereof becomes Unoccupied:

(i) the Insurers will not be liable for the first GBP750 of each and every loss following Damage resulting from the acts of Malicious Persons not acting on behalf of or in connection with any political organisation.

(ii) It is a condition precedent that immediately as the Building becomes Unoccupied the Insured shall ensure that:

1. all letter boxes must be sealed up and steps taken to prevent accumulations of post or mail;
2. Buildings must be secured against unlawful entry by closing and locking doors and windows and setting any security and alarm systems.
3. all mains services except electricity supply to maintain any fire or intruder alarm system must be turned off and the water system must be completely drained or during the period 1st October to 1st April each year central heating systems must be kept working at a minimum temperature of 5 degrees Celsius. Where sprinkler systems are installed and water supplies must be maintained heating must be maintained at a minimum temperature of 5 degrees Celsius;

(iii) If the Building or portion thereof remains Unoccupied after 90 days

1. the cover under this Policy thereon reduces to the Perils of Fire, Lightning, Earthquake, Aircraft and other Aerial devices, and Property Owners' Liability;

2. unless the installation of a new tenant is unless the new tenant is scheduled to move into the Building within 14 days, and this can be verified without dispute, the Insured is required to board-up the Building at ground floor level using Sitex or equivalent high quality boarding-up material, coach-bolted through door frames and window frames.

3. During the first 90 days of unoccupancy, the Insured and/or his Agent is required to visit and check on the Building at least once a fortnight;

4. After 90 days of unoccupancy, the visit and inspection of the Building, must be carried out at least every 7 days by the Insured and/or his Agent.

(iv) If the property remains unoccupied after 12 months then the Insured is required to board-up the upper floors of the building using Sitex or equivalent high quality boarding-up material coach-bolted through door frames and window frames.

(v) Regardless of the period of unoccupancy the Insured must remove any waste material from within the Premises or which is in the curtilage of the Premises including gardens, yards and passageways.

The requirements of paragraphs (i) to (v) above and its sub-sections are to be regarded by the Insured as Conditions Precedent to Liability and must be strictly adhered to when Buildings become unoccupied or Unoccupied.
Conditions precedent to liability must be satisfied before the Insurers become liable to make any payment to the Insured under this Policy. In the event of the Insured’s breach of the above condition precedent, in respect of any claim arising or contributed to by such breach, the Insurers shall be entitled to decline liability and shall not be required to make any payment to the Insured for such claim.

(b) Multi-occupancy Properties

Whilst this Unoccupied Buildings Condition, sub clause (a) sets out the conditions to which the cover for such Unoccupied or unoccupied properties are subject, it is important to note that these terms apply only to Buildings or properties which are in single tenure and which are not occupied by more than one tenant or leaseholder.

Building or properties in which at least two units are available for separate tenure by tenants or lessees are termed ‘multi-tenure’ or ‘multi-occupancy.’

In a ‘multi-occupancy’ property or Building, if and when all the available letting units are unoccupied only then will the whole Building or property be deemed to be Unoccupied and Unoccupied Buildings Condition, sub clause (1) will apply. However, if at least one of the available letting units is occupied, but the others are not, then the Building or property shall not deem to be unoccupied.

Properties such as private dwelling houses which are in a row or terrace, or commercial premises which are in a shopping parade or precinct, where there is no common entrance and where access is separate and private, shall, each, be considered to be separate Buildings or properties. The Unoccupied Buildings Condition, sub clause (a) will apply to each specific dwelling house or commercial premises when such separate properties become unoccupied.

Notwithstanding this the Insured has a continuing duty of care to the Insurers to protect and secure the unoccupied Unit(s) by all possible means in order to mitigate the possibility of loss caused by vandals, thieves and arsonists.

(19) Security Requirements

In respect of Buildings occupied by You or for which you or the security of which is your responsibility or that of your agent and/or in respect of any Unoccupied or disused Buildings of which the Insurers have been notified:

(a) any additional protection required by the Insurers must be fitted in accordance with their requirements and together with all other devices for the protection of the Property Insured will be kept in good order and put into full and effective operation whenever the Premises are closed for business to customers or callers or are unattended

(b) all keys including duplicate keys relative to the security of a portion of the Premises or to any safe or strongroom containing Property Insured will be removed from that portion of the Premises whenever they are closed for business or left unattended.

(c) If You breach these requirements, the Insurer’s liability under this insurance in respect of any loss arising from or connected to such breach, shall be suspended from the time of the breach until the time when the breach is remedied. This means that the Insurer will have no liability for any loss which occurs during the period when the Insurer’s liability is suspended or for any loss which results from the breach.

(20) European Community and Public Authorities (Including Undamaged Property)

Subject to the following Special Conditions the insurance for Buildings in this Section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:

(a) European Community Legislation; or

(b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any Public Authority;
(hereafter referred to as ‘Stipulations’) in respect of:

(i) the lost, destroyed or damaged property thereby insured; and
(ii) undamaged portions of that property.

Excluding:

(a) the cost incurred in complying with the Stipulations:

(i) in respect of Damage occurring prior to the inception of this Policy;
(ii) in respect of Damage not insured by the Policy;
(iii) under which notice has been served on You prior to the happening of the Damage;
(iv) for which there is an existing requirement which has to be implemented within a given period; and
(v) in respect of property entirely undamaged by any peril insured against by this Policy;

(b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen;

(c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of that property by reason of compliance with the Stipulations.

Special Conditions

(a) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Insurers may agree (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Insurers under this clause not being increased.

(b) If the liability of the Insurers under (any item of) this Section apart from this clause shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurers under this clause (in respect of any such item) shall be reduced in like proportion.

(c) The total amount payable under (any item of) this Section in respect of this clause shall not exceed:

(i) GBP250,000 in respect of the lost, destroyed or damaged property;
(ii) GBP250,000 in respect of undamaged portions of property (other than foundations).

(d) All the terms and conditions of the Policy except insofar as they are varied by this condition shall apply as if they had been incorporated herein.

(21) **Extinguishment and Alarm Resetting**

The Insurers will pay the reasonable costs and expenses incurred by You in refilling fire extinguishing appliances replacing used sprinkler heads and resetting fire or intruder alarms as a result of Damage as insured by this Section.

(22) **Fire Extinguishing Appliances**

You shall take all reasonable measures to ensure that:

(a) any sprinkler or alarm installation or other fire protection equipment for which a reduced premium rate is allowed is maintained in efficient working order;

(b) the routine tests prescribed by the Insurers are carried out and any defects revealed by such tests are promptly remedied;

(c) the Insurer’s written consent is obtained to any proposed changes repairs or alterations
to any sprinkler or alarm installation.

(d) If You breach these requirements, the Insurer’s liability under this insurance in respect of any loss arising from or connected to such breach, shall be suspended from the time of the breach until the time when the breach is remedied. This means that the Insurer will have no liability for any loss which occurs during the period when the Insurer’s liability is suspended or for any loss which results from the breach.

(23) Further Investigation Expenses

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

The Insurer will also pay the reasonable costs incurred by You in establishing whether or not other Buildings in the vicinity have suffered Damage in the same incident but only if such Buildings are subsequently found to have suffered Damage for which the Insurer is liable.

(24) Glass Breakage

The Insurers will, at their option, pay for or make good to You any breakage or malicious scratching of internal or external fixed glass being Your property for which You are responsible at the Premises occurring during the Period of Insurance and being in sound condition at the inception of this Policy.

The Insurers will in addition pay for the cost of:

(a) breakage of fixed sanitary ware;
(b) boarding up and repair to associated framework reasonably incurred as a result of an insured breakage. You may without the Insurers prior consent instruct builders or glaziers to board up where necessary;
(c) repair or replacement of lettering alarm foil or other ornamentation work on glass provided that the Insurers maximum liability for any one loss shall not exceed GBP500;
(d) repair or replacement of fixed mirrors provided that the Insurers maximum liability for any one loss shall not exceed GBP500; and
(e) removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass provided that the Insurers maximum liability for any one loss shall not exceed GBP500.

Excluding any breakage whilst buildings are Unoccupied and or more specifically insured by You or on Your behalf.

(25) Inadvertent Omission to Insure

The insurance extends to include any Building within the Territorial Limits which You own or which You are responsible to insure which You have inadvertently failed to insure under this Policy or any other policy with the Insurer if shown as operative in the Schedule

Provided that:

(a) immediately on becoming aware of any Building not insured You shall arrange insurance with the Insurer with effect from inception of this Policy or the date upon which the insurance should have been arranged whichever is the later and pay the appropriate additional premium.
(b) this clause shall not apply to any Premises covered under Clause 2 — Acquisitions.
(c) the Insurer's maximum liability for any one claim will not exceed GBP500,000.
(d) You shall carry out at not less than annual intervals a check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force for such properties.
(e) this clause shall only be effective if the Insurer is the sole provider of Buildings insurance in respect of Your properties owned in connection with the Business as defined in the Schedule and where You have an obligation to arrange such insurance.
(26) **Loss of Market Value**

If You elect not to rebuild or repair the Buildings (and the Insurer does not exercise its option to reinstate allowed by Clause 1.32 — Reinstatement by the Insurer) the Insurers will pay You the reduction in the market value of the Buildings immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable had the Buildings been rebuilt or repaired.

(27) **Loss of Metered Utilities**

The Insurers will pay the cost of additional metered electricity gas oil or water charges being those incurred by You following accidental discharge from a metered system as a result of Damage as insured by this Section except those in respect of any loss which has not been discovered and remedial action taken within 30 days of occurrence of the Damage provided that the Insurer’s maximum liability for any one loss shall not exceed GBP25,000.

(28) **Non Invalidation**

Any act, omission or alteration, unknown to You or beyond Your control, which increases the risk of Damage, will not invalidate this insurance if, immediately You become aware, You give notice to the Insurers and pay an additional premium if required.

(29) **Other Interests**

The interests of freeholders, lessees, underlessees, assignees, and/or mortgagees of Buildings insured by this Section of the Policy are noted in the insurance provided subject to their names being disclosed by You to the Insurers in the event of any claim arising.

(30) **Reinstatement by the Insurer**

If any Property Insured is to be reinstated or replaced by the Insurer You shall at Your own expense provide all such plans, documents, books and information as may be reasonably required. The Insurer shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and the maximum amount payable in respect of any one of the items insured is its Sum Insured.

(31) **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 in so far as it is necessary to adapt it to operate in conjunction with that property which has been replaced repaired or restored provided that the Insurer’s maximum liability is not increased beyond that amount that would otherwise have been payable for the replacement repair or restoration of the property destroyed 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 the reinstatement if such property had been wholly destroyed.

(32) **Removal of Debris**

The insurance for Buildings includes an amount in respect of costs and expenses necessarily incurred by You with the Insurers consent in:

(a) removing debris;

(b) dismantling and/or demolishing; and

(c) shoring up or propping;

of the portions of the Property Insured as a result of Damage insured against by this Policy.

Excluding any costs or expenses:

(a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site; and
(b) arising from pollution or contamination of property not insured by this Section.

The liability of the Insurers in respect of any item shall in no case exceed the limits stated in the Basis of Claims Settlement.

(33) **Rent of Residential Property**

In the event that Premises occupied totally or partially for residential purposes suffer Damage and no Sum Insured on Rent for the residential portions has been allocated then this Policy extends to include such loss of Rent Receivable and other costs as specified under Section 2 — Loss of Rental Income.

For the purposes of this clause:

(a) the Indemnity Period shall be a maximum period of three years from the date of the Damage for which the Insurers shall be liable to pay any loss; and

(b) any Condition of Average is deleted.

This clause will also indemnify You in respect of any expenditure incurred in the provision of comparable accommodation for the benefit of any lessee to comply with the requirements of the lease.

The Insurer's maximum liability under this clause shall not exceed 20% of the Sum Insured applicable to the residential Building or residential portion of the Building concerned.

(34) **Repairs and Alterations**

 Tradesmen may be employed to effect repairs or minor structural alterations in all or any of the Buildings insured without prejudice to this insurance.

(35) **Sale of Property Insured**

If at the time of Damage You have contracted to sell Your interest in any Building insured by this Policy and the purchase has not been, but is later, completed, the purchaser, on completion of the purchase (if and so far as the property is not otherwise insured against such Damage by him or on his behalf), shall be entitled to the benefit under this Section so far as it relates to such Damage without prejudice to the rights and liabilities of You or the Insurers until completion.

(36) **Seventy Two Hour Clause**

In respect of Perils 6 & 9 — Flood or Storm only, Damage occurring continuously or intermittently during any period of 72 hours shall be deemed to constitute one loss at each separate Premises for the purpose of the application of any Excess.

(37) **Subrogation Waiver**

It is a condition precedent to cover that the Insured does not, without specific prior written agreement by the Insurer agrees to any term of any contract or agreement which restricts, reduces or waives the Insured's or the Insurer's right of recovery from any other party. When such prior written agreement is requested by the Insured, the Insurer shall be entitled to

(a) charge an additional premium and/or

(b) request that Insured seek to renegotiate its contract to omit entirely such term(s) and/or

(c) exclude from cover liability for any amounts which would have been recoverable from another party in the absence of such term(s) and/or

(d) apply a net contribution limit to the Insurer's indemnity in respect of the relevant project.
(38) **Subsidence Ground Heave and Landslip**

**Special Conditions for Peril L - Subsidence Ground Heave and Landslip.**

Insofar as this insurance relates to Damage caused by subsidence ground heave or landslip:

(a) You shall notify the Insurer immediately You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;

(b) the Insurer shall then have the right to vary the terms or cancel this cover.

(39) **Surveys — Risk Improvement Requirements**

Following a Survey of any Risk insured hereunder it is **condition precedent to Insurer’s liability** that any **Risk Improvement Requirements** must be completed by the Insured on or before any specific deadline dates quoted by the Insurers for the completion of such Requirements. If the Risk Improvement Requirements have not been completed in whole or in part the Insurers shall have the right, if they so choose, to void the Contract to amend the terms and/or premium or avoid the contract and refuse all claims and return the premium.

If, when the Insurers send details of the Risk Improvement Requirements to the Insured or to their Broker Agent it is realised that the Insured will be unable to comply with one or more of the Risk Improvement Requirements by the date specified, the Insured or the Insured's Broker Agent shall have seven days from the date of the receipt of such Risk Improvement Requirements to notify the Insurers and to agree an alternative date or dates. Of course, this shall not apply to any Risk Improvement Requirement which has been discussed with the Insured and where from the date of the Survey itself completion of the Requirement is either Immediate or within 14 days. If such deadline dates are unrealistic, then it will be for the Insured to make this clear to the Surveyor at the time of the Survey, and to agree alternative deadline dates with the Surveyor. If the Insured do not respond to the Insurers concerning the deadline dates within 14 days of their receipt by the Insured or by the Insured's Broker Agent it will be regarded that deadline dates have been understood, accepted and will be complied with.

(40) **Temporary Removal**

This insurance extends to include any landlord's fixtures and fittings or other property within the definition of Buildings whilst temporarily at other premises within the Territorial Limits for cleaning renovation or repair or other similar purposes and whilst in transit between the Buildings and such temporary locations by road rail or inland waterway but only to the extent that the property is not otherwise insured.

(41) **Theft Cover Extension**

Any cover provided under this Section in respect of theft is extended to include theft of keys being:

the reasonable costs necessarily incurred in replacing external door locks at the Property Insured following the loss of keys by:

(a) theft from the Premises or registered office or from the home of; or

(b) theft following hold-up whilst such keys are in the personal custody of; You or any principal director, partner or Employee authorised to hold such keys.

Provided that the maximum amount payable in any one Period of Insurance shall not exceed:

(a) GBP1,000 in respect of any one Premises; and

(b) GBP25,000 in aggregate.

(42) **Trace and Access**

The Insurers will pay the reasonable costs necessarily incurred by You in locating the source and subsequent making good of Damage, provided such Damage is insured by this Section, resulting from:

(a) the escape of water or oil from any tank apparatus or pipe; and

(b) accidental damage to cables underground pipes and drains serving the Premises.

Provided that the maximum amount payable in any one Period of Insurance shall not exceed:

(a) GBP10,000 in respect of any one occurrence; and
(b) GBP10,000 in aggregate.

(43) **Unauthorised Use of Utilities**

The Insurers will pay the cost of metered electricity gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession or occupying the Premises without Your authority provided that You shall take all practical steps to terminate such unauthorised use as soon as it is discovered and that the Insurer's maximum liability for any one loss shall not exceed GBP25,000.

(44) **Value Added Tax**

The insurance by each item on Buildings extends to include Value Added Tax paid by You which is not subsequently recoverable; provided that:

(a)

(i) Your liability for such tax arises solely as a result of the reinstatement or repair of the Buildings to which such item relates following Damage;

(ii) the Insurers have paid or have agreed to pay for such Damage;

(iii) if any payment made by the Insurers 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 shall be reduced in like proportion.

(b) Your liability for such tax does not arise from the replacement Buildings having greater floor area than or being better or more extensive than the destroyed or damaged Buildings.

(c) where an option to reinstate on another site is exercised the Insurer's liability under this clause shall not exceed the amount of tax that would have been payable had the Buildings been rebuilt on its original site.

(d) the Insurer's liability under this clause shall not include amounts payable by You as penalties or interest for non-payment or late payment of tax.

(e) terms to the contrary elsewhere in this Policy are over-ridden as follows in respect of those items to which this clause applies:

(i) for the purpose of any condition of Average rebuilding costs will be exclusive of Value Added Tax;

(ii) the liability of the Insurers may exceed the Sum Insured by an individual item on Buildings or in the whole the total Sum Insured where such excess is solely in respect of Value Added Tax.
Section 2 - Loss of Rental Income

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 6 also apply to this Section. The General Conditions in Section 7 and General Exclusions in Section 8 also apply to this Section.

2.1 Definitions for Section 2

(1) **Territorial Limits** United Kingdom, The Channel Islands and Isle of Man.

(2) **Damage** Physical loss or physical destruction or physical damage to property used by You at the Premises for the purpose of the Business.

(3) **Indemnity Period** The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence thereof.

(4) **Maximum Indemnity Period** The Period as stated in the Schedule.

(5) **Notifiable Disease** any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition, an outbreak mean the diseases notifiable under the Public Health (Control of Disease) Act 1984 or the Public Health (Infectious Diseases) Regulations 1988, or any alteration or substitutions to such regulations; namely: Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Food poisoning, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia (without meningitis), Mumps, Ophthalmia neonatorum, Paratyphoid fever, Plague, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral haemorrhagic fever, Viral hepatitis, Hepatitis A, Hepatitis B, Hepatitis C, Whooping cough and Yellow fever.

No other disease shall be added to the above list without the prior written consent of the Insurer.competent local authority has stipulated shall be notified to them.

(6) **Rent Recoverable** The money paid or payable to You by tenants for accommodation and services provided in the course of the Business at the Premises.

(7) **Annual Rent Receivable** The Rent Receivable during the twelve months immediately before the date of the Damage

(8) **Standard Rent Receivable** The Rent Receivable during the period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period

Under **Annual Rent Receivable** and **Standard Rent Receivable**, adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

2.2 Cover

We will indemnify You in respect of any interruption or interference with the Business occurring during the Period of Insurance at the Premises and caused by any of the following Perils if shown as operative in the Schedule.

Provided that at the time of the happening of the Damage there is an insurance in force covering Your interest in the Buildings where the Damage occurred and that:

(a) payment shall have been made or liability admitted therefore; or
payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount;

except that this clause shall not apply in respect of any item on Rent Receivable where another party (not being the Insured) is responsible for insuring the Buildings by virtue of lease or other contractual arrangements. The liability of the Insurers under this Section shall not exceed:

(a) 200% of the Rent Receivable shown in the Schedule; and

(b) 100% of the Sum Insured shown in the Schedule for each other item or extension; unless otherwise agreed by Us.

2.3 Perils
(Operative only if stated in the Schedule)

(1) Fire excluding Damage by explosion resulting from fire.
(2) Lightning.
(3) Aircraft or other aerial devices or articles dropped therefrom.
(4) Explosion excluding Damage caused by the bursting of any vessel machine or apparatus belonging to You or under Your control and in which internal pressure is due to steam only; but this shall not exclude Damage caused by explosion of:
   (a) any boiler used for domestic purposes only or of any other boiler or economiser on the Premises;
   (b) gas used for domestic purposes only.
(5) Earthquake excluding Damage caused by fire.
(6) Flood excluding
   (a) the amount of Excess shown in the Schedule;
   (b) by the change in water table levels or the failure of tanking within basements and cellars;
   (c) by subsidence, ground heave or landslip; or
   (d) to garden landscaping and paving, garden furniture, tree and plants, gates and fences
(7) Malicious Persons excluding:
   (a) by You or Your officers or Persons Employed,
   (b) by the authorised resident of the Your Building or part thereof, or
   to garden landscaping and paving, garden furniture, tree and plants;
(8) Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding:
   (a) Damage arising from nationalisation confiscation requisition seizure or destruction by order of the government or any public authority;
   (b) Damage arising from cessation of work;
   (c) as regards Damage directly caused by malicious persons not acting on behalf of or in connection with any political organization:
      (i) Damage in the course of theft or attempted theft.
(9) Storm excluding:
   (a) Damage solely due to change in the water table level;
   (b) Damage caused by frost subsidence ground heave or landslip;
   (c) Damage to fences and gates unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time;
   (d) Damage to trees plants shrubs and turf unless there is Damage to the Buildings at the same time.
(10) Escape of water or oil from any tank apparatus pipe or appliance excluding:
   (a) Damage by water discharged or leaking from an automatic sprinkler installation.

(11) Impact by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal.

(12) Accidental escape of water from any automatic sprinkler installation excluding Damage:
   (a) by freezing in any building which is Unoccupied;
   (b) by heat caused by fire.

(13) Theft or attempted theft excluding:
   (a) any loss which the Insured is able to recover from another source.

(14) Subsidence ground heave or landslip excluding:
   (a) Damage arising from the settlement or movement of made-up ground or by coastal or river erosion;
   (b) Damage resulting from:
      (i) the construction demolition structural alteration or structural repair of any property;
      (ii) groundworks or excavation works;
           at the Premises.
   (c) Damage arising from normal settlement or bedding down of new structures;
   (d) Damage commencing prior to the granting of cover under this insurance.

(15) Any other accident excluding:
   (a) Damage by any:
      (i) of the Perils;
      (ii) of the causes expressly excluded from the Perils; specified in paragraphs (1) to (12) (whether or not insured);
   (b) Damage to any property caused by:
      (i) its own faulty or defective design or materials;
      (ii) inherent vice latent defect gradual deterioration wear and tear;
      (iii) faulty or defective workmanship on the part of You or any of Your Employees
           but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded;
   (c) Damage caused by:
      (i) corrosion rust wet or dry rot marring scratching vermin insects;
      (ii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers
           economisers superheaters pressure vessels or any range of steam and feed piping in
           connection therewith;
      (iii) mechanical or electrical breakdown or derangement in respect of the particular
           machine apparatus or equipment in which the breakdown or derangement originates;
           but this shall not exclude:
      (i) such Damage which itself results from other Damage and is not otherwise excluded;
      (ii) subsequent Damage which itself results from a cause not otherwise excluded;
   (d) Damage caused by disappearance or unexplained loss;
   (e) Damage to any building or structure caused by its own collapse or cracking unless resulting
       from a sudden identifiable and unexplained cause which occurs in its entirety at a specific
       moment in time and place during any one Period of Insurance and which:
       (i) does not result from:
           (1) the construction demolition structural alteration or structural repair of any
2.4 Basis of Claims Settlement

Unless stated otherwise in the Schedule the basis of settlement under this Section shall be: The insurance on Rent Receivable is limited to:

(a) loss of Rent Receivable; and
(b) increase in cost of working;

and the amount payable as indemnity shall be:

(a) in respect of loss of Rent Receivable:
   the amount by which the Rent Receivable during the Indemnity Period shall fall short of the Standard Rent Receivable in consequence of the Damage; and
(b) in respect of increase in cost of working:
   the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss in Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction in Rent Receivable thereby avoided

less any sum saved during the Indemnity Period in respect of such charges and expenses of the Business payable out of Rent Receivable as may cease or be reduced in consequence of the Damage.

Provided that:

if the Sum Insured by the item on Rent Receivable be less than the Annual Rent Receivable (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

2.5 Clauses & Conditions that apply to Section 2 — Loss of Rental Income

(1) **Advance Rent Receivable**

If Rent Receivable is insured in respect of new property developments You must show that but for the Damage Rent Receivable would have been earned and You will be required to support a claim for Loss of Rent Receivable by submitting reasonable evidence of the amount of such Rent Receivable and the date from which it would have been earned. The Insurer will have regard:

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

If required the advice of a professional valuer acceptable to both You and the Insurer will be sought and the professional fees charged will be included in the indemnity provided under this clause.

This cover is only provided if shown as operative in the Schedule

(2) **Acquisitions**

The Insurers will pay for loss of Rent Receivable for any newly acquired or newly erected Buildings or alterations additions or extensions to Buildings belonging to You or for which You are responsible to insure covered under Section 1 Property Damage that is not otherwise insured; provided that:

(a) the most the Insurers will pay at any one situation is GBP100,000 in respect of any newly
acquired or newly erected Buildings or 10% of the Sum Insured under this Section up to a maximum of GBP100,000 in respect of alterations additions or extensions to Buildings during any one Period of Insurance;

(b) You must inform the Insurers as soon as practicable of any acquisitions as detailed above and take out insurance cover from the date the Insurers liability commenced.

(3) **Automatic Reinstatement after a Loss**
In the event of loss the Sums Insured will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by the Insurers or You and You shall pay any required premiums for reinstatement from that date.

(4) **Buildings Awaiting Sale**
If at the time of Damage You shall have contracted to sell Your interest in the Premises or shall have accepted an offer in writing to purchase Your interest in the Premises subject to contract and the sale is cancelled or delayed solely in consequence of the Damage, then provided You shall make all reasonable efforts to complete the sale of the Premises as soon as practicable after the Damage You may opt for the amount payable by the Insurers to be as follows:

(a) during the period prior to the date upon which but for the Damage the Premises would have been sold:
   - the loss of Rent Receivable being:
     - the actual amount of the reduction in Rent Receivable solely in consequence of the Damage;

(b) during the period commencing with the date upon which but for the Damage the Premises would have been sold and ending with the actual date of sale or with the expiry of the Indemnity Period if earlier:
   - the loss in respect of interest being:
     - (i) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the Business;
     - (ii) the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided under paragraph i) above less any amount receivable in respect of Rent Receivable.

This clause also covers with the consent of the Insurers the additional expenditure being the expenditure necessarily and reasonably incurred during the Indemnity Period in consequence of the Damage solely to avoid or minimise the loss payable under a) and b) above.

(5) **Confirmation of Values at Risk**
You must provide the Insurer at the inception of the Policy and annually thereafter with full details of the Rent Receivable.

(6) **Failure of Supply**
This Section includes loss resulting from interruption of or interference with the Business as insured as a result of the accidental failure of supply of:

(a) electricity at the terminal ends of the service provider's feeders at the Premises;
(b) gas at the service provider's meters at the Premises;
(c) water at the service provider's main stop cock serving the Premises (other than by drought);
(d) telecommunications services (excluding the provision of extranets or access to or presence on the internet or access to applications and related services over the internet) at the incoming line terminals or receivers at the Premises but excluding satellites;

not occasioned by the deliberate act of any service provider nor by the exercise by any such provider of its power to withhold or restrict supply or provision of telecommunication services.

**Special Conditions applicable to this clause:**

(a) the Maximum Indemnity Period shall not exceed 3 months in respect of telecommunications services;
(b) the Indemnity Period shall commence 24 hours after the commencement of the failure of supply including telecommunications services and not as stated in the Definitions.

Provided that the Insurers liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or GBP100,000 whichever is the less.

(7) **Inadvertent Omission to Insure**

The insurance extends to include any Rent Receivable of any Building within the Territorial Limits which You own or which You are responsible to insure which You have inadvertently failed to insure under this Policy or any other policy with the Insurer if shown as operative in the Schedule.

Provided that:

(a) immediately on becoming aware of any Rent Receivable not insured You shall arrange insurance with the Insurer with effect from inception of this Policy or the date upon which the insurance should have been arranged whichever is the later and pay the appropriate additional premium.

(b) this clause shall not apply to any Premises covered under Clause 2 — Acquisitions.

(c) the Insurer's maximum liability for any one claim will not exceed GBP250,000.

(d) You shall carry out at not less than annual intervals a check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force for such properties.

(e) this clause shall only be effective if the Insurer is the sole provider of Rent Receivable insurance in respect of Your properties owned in connection with the Business as defined in the Schedule and where You have an obligation to arrange such insurance.

(8) **Infectious Diseases**

(1) The Insurers shall indemnify You in respect of interruption of or interference with the Business during the Indemnity Period following:

(a) any:

   (i) occurrence of a Notifiable Disease at the Premises or attributable to food or drink supplied from the Premises;

   (ii) discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease;

   (iii) occurrence of a Notifiable Disease within a radius of 25 miles of the Premises;

(b) the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority;

(c) any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority; or

(d) any occurrence of murder or suicide at the Premises.

(2) For the purposes of this clause:

Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the occurrence discovery or accident beginning:

(a) in the case of (a) and (d) above with the date of the occurrence or discovery; or

(b) in the case of (b) and (c) above the date from which the restrictions on the Premises applied; and ending not later than the Maximum Indemnity Period thereafter shown below.

Premises shall mean only those locations stated in the Premises definition. In the event that the Section includes an extension which deems loss destruction or damage at other locations to be Damage such extension shall not apply to this clause.
(3) The Insurers shall not be liable under this clause for any costs incurred in the cleaning repair replacement recall or checking of property.

(4) The Insurers shall only be liable for the loss arising at those Premises which are directly affected by the occurrence discovery or accident.

Maximum Indemnity Period shall mean 3 months.
Provided that the Insurers liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or GBP100,000 whichever is the less or the exhaustion of the Maximum Indemnity Period, whichever occurs earlier.

(9) **Loss of Investment Income on Late Payment of Rent**

If as a result of Damage the Insurers are making a payment in respect of Rent Receivable and the payment by the Insurers to You is made later than the date upon which You would normally expect to receive such Rent from the lessee the Insurers will pay a further sum representing the interest which You would have earned by placing the money in Your normal deposit account on the earlier date.

(10) **Managing Agents Premises**

The insurance by each item on Rent Receivable is extended to include loss as insured by this Section resulting solely from Damage to buildings or other property at any location within the Territorial Limits owned or occupied by Your managing agents for the purposes of their business in consequence of which the Rent Receivable by the Insured is reduced.

Provided that the Insurers liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or GBP100,000 whichever is the less.

(11) **New Business**

For the purpose of any claim arising from Damage occurring before the completion of the first years trading of the Business at the Premises such loss will be ascertained by applying the Rent Receivable earned during the period between the commencement of the Business and the date of the Damage to the amount by which the Rent Receivable during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the Rent Receivable realised during the period between the commencement of the Business and the date of the Damage.

(12) **Payments on Account**

Payments on Account may be made during the Indemnity Period if required on the date which but for the Damage the Rent would have been due from the lessee.

(13) **Prevention of Access**

Subject to the terms and conditions of this Section, loss as insured by this Section resulting from interruption of or interference with the Business in consequence of loss, destruction of or damage to property in the vicinity of the Premises, where such loss, destruction or damage shall prevent or hinder the use of or access to the Premises, whether or not Your Premises or Your property in the Premises is damaged, shall be deemed to be Damage, but excluding loss resulting from loss or destruction of or damage to property of any supply undertaking from which You obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of such services.

Provided that the Insurers liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or GBP100,000 whichever is the less.

(14) **Professional Accountants and Legal Fees**

The Insurers will pay the reasonable charges payable by You to:

(a) Your professional accountants for producing information required by the Insurers, under Section 9 — Claims Procedure, and for reporting that such information is in accordance with Your accounts;

(b) Your lawyers for 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.

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the Policy shall in no case exceed the Sum Insured.
(15) **Rent Free Period**

If at the date of the Damage any Premises insured by this Policy are subject to a rent free period under the terms of the lease then the Indemnity Period stated in the Schedule shall be adjusted by adding the unexpired portion of the rent free period to the number of years shown in the Schedule provided that the Insurer's maximum liability does not exceed the Sum Insured or any Limit of Liability stated in the Policy whichever is the lower.

(16) **Subrogation Waiver**

It is a condition precedent to cover that the *Insured* does not, without specific prior written agreement by the *Insurer* agrees to any term of any contract or agreement which restricts, reduces or waives the *Insured's* or the *Insurer's* right of recovery from any other party. When such prior written agreement is requested by the *Insured*, the *Insurer* shall be entitled to

(a) charge an additional premium and/or

(b) request that *Insured* seek to renegotiate its contract to omit entirely such term(s) and/or

(c) exclude from cover liability for any amounts which would have been recoverable from another party in the absence of such term(s) and/or

(d) apply a net contribution limit to the *Insurer's* indemnity in respect of the relevant project.

(17) **Subsidence Ground Heave and Landslip**

**Special Conditions for Peril L - Subsidence Ground Heave and Landslip.**

Insofar as this insurance relates to Damage caused by subsidence ground heave or landslip:

(a) You shall notify the Insurer immediately You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;

(b) the Insurer shall then have the option to amend the terms and conditions of Your policy or issue cancellation.

(18) **Value Added Tax**

To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
Section 3 Terrorism

3.1 Insuring Clause
The Insurer agrees to indemnify the Insured for Damage to Property Insured and resulting Loss of Rent solely in so far as and to the extent of coverage and Sub-limits provided under Section 1 and 2 of this Policy, in the event that

(a) such Damage to Property Insured and resulting Loss of Rent is caused by and arises an Act of Terrorism; and

(b) such act is certified as an act of terrorism by Her Majesty's Government or Her Majesty's Treasury or any successor or other relevant authority or in the event such certification is refused, the refusal is reversed by the decision of a validly constituted tribunal; and

(c) the Damage to Property Insured and resulting Loss of Rent occurs in England, Wales and/or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 or any subsequent amending legislation and not the Isle of Man or the Channel Islands).

3.2 Limit of Liability
The liability of the Insurer under this Section in respect of any one Occurrence and in the aggregate during the Period of Insurance shall not exceed the Sum Insured as specified in the Schedule and shall be subject to all terms and conditions and Sub-Limits under Sections 1 and 2 of this Policy, unless stated otherwise.

3.3 Exclusions
The General Exclusions of the Policy shall not apply to insurance provided under this Section.

The following Exclusions shall apply to this Section unless stated otherwise:

(a) The Insurer shall not be liable for any amount of the Excess as specified with respect to the Sections 1 and 2 or individual coverages under the Sections.

(b) The Insurer shall not be liable for any claim of whatsoever nature directly or indirectly caused by or occasioned by or happening through or in consequence of:

   i) Riot, civil commotion, vandals or other persons acting maliciously or by way of protest or strikes, labour unrest;

   ii) War, invasion or warlike operations, hostile acts of sovereign or local government entities, rebellion, revolution, insurrection or military or usurped power;

   iii) Cyber-attack or cyber intrusion, damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack including any loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom.

(c) This Section does not cover any claim of whatsoever nature, directly or indirectly, covered under any marine, aviation, transit and motor certificates or policies.

(d) This Section does not cover any claim of whatsoever nature, directly or indirectly, in respect of

   (i) residential property, houses and other dwellings insured in the name of a private individual unless such property is insured in the private individual's commercial capacity as the landlord of the property

   (ii) any property specifically excluded in this Policy;

   (iii) any Damage to any property at a nuclear installation or nuclear reactor and all fixtures and fitting attached thereto which serve, in anyway, such nuclear installations or nuclear reactors;

   (iv) any property located outside England, Wales and Scotland.

(e) The insurance by this Section is subject otherwise to all the terms and conditions of this policy except that any:

   (i) long term undertaking applying to this Policy;

   (ii) terms which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance;

will not apply to losses covered under this Section.
3.4 Conditions

(a) Average (Underinsurance)

If at the time of any Damage the Sum Insured is less than the cost of reinstatement of such property, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly.

(b) Onus of Proof

In any action, suit or other proceedings where the Insurer allege that any claim is not covered by this Section of this Policy or make any other contested allegations with regards to the cover provided under this Section, the burden of proving that such claim is covered hereunder or other allegations shall be upon the Insured.

(c) Seventy Two Hours Clause

In the event of Damage caused by an Act of Terrorism during any one Period of Insurance, an Occurrence with regard to such Damage shall be limited to seventy two (72) consecutive hours for the purposes of this Section. If the duration of the Incident extends to beyond seventy two (72) consecutive hours, then the Insured may decide to divide that Incident into two (2) or more Occurrences. The Insured may chose when of the periods commence provided that:

(i) no period commences prior to the inception date and the date of the Incident;
(ii) no two (2) periods overlap; and
(iii) should any such period extend beyond the expiry or cancellation date, the Insurer shall be liable as if such period had fallen entirely within the period of insurance of the policy.
Section 4 - Property Owners' Liability

Sub-Section 5 (a) Property Owners' Liability

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 6 also apply to this Section. The General Conditions in Section 7 and General Exclusions in Section 8 also apply to this Section.

4.1 Definitions for Sub-Section 4 (a)

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

Offshore
From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform, and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

Territorial Limits
(a) United Kingdom, The Channel Islands and Isle of Man
(b) manual and non-manual work carried out during temporary visits anywhere in the world other than the United States of America or Canada in the course of the Business by any person normally resident within the territories described in (a) above.
(c) non-manual work carried out during temporary visits to the United States of America or Canada by any person normally resident within the territories described in (a) above.

4.2 Cover Indemnity

The Insurer will indemnify You against all sums that You shall become legally liable to pay as damages in respect of accidental:

(a) Injury to any person;
(b) loss of or damage to material property;
(c) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; or
(d) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy; occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

4.3 Limit of Indemnity

The liability of the Insurers for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the amount stated in the Schedule for any one event.

4.4 Contingent Motor Liability

Notwithstanding Exclusion (2) under 'What is not covered.' We will indemnify You in the terms of this Section against legal liability in respect of Injury, loss or damage arising out of the use in connection with the Business of any motor vehicle not owned or provided by You.

The Indemnity will not apply to legal liability:

a) in respect of loss of or damage to any such vehicle or to goods carried in or on the vehicle;
b) in respect of Injury, loss of or damage arising while such vehicle is being:
   (i) driven by You;
   (ii) driven with the general consent of You or of Your representative by any person who to the knowledge of You or Your representative does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding such a licence;
   (iii) used elsewhere than in the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands and Isle of Man.
Islands or the Isle of Man; or
(iv) engaged in racing, pace making reliability trials or speed testing;
(c) in respect of which You are entitled to indemnity under any other insurance.

4.5 Libel and Slander
The Insurers will indemnify You in respect of legal liability to pay damages and claimants costs and expenses in respect of claims made against You during the Period of Insurance arising from any act of libel or slander committed or uttered in good faith by You during the Period of Insurance in the course of the Business.
Provided always that:
(a) the indemnity granted by this clause will apply solely to the Insured's in-house and trade publications;
(b) the liability of the Insurers under this clause will not exceed GBP250,000 in any one Period of Insurance.

4.6 Overseas Personal Liability
The Insurers will indemnify You and, if You so request, any of Your directors, partners or Employees or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business.
The Indemnity will not apply to legal liability:
(a) arising out of the ownership or occupation of land or buildings; or
(b) in respect of which any person referred to is entitled to indemnity under any other insurance.

4.7 Rented Premises
Exclusion (4) (b) under "What is not covered." shall not apply to premises leased, let, rented, hired or lent to You. The Indemnity will not apply to legal liability in respect of:
(a) loss or damage arising under agreement unless liability would have attached to You in the absence of such agreement;
(b) loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by You or on Your behalf; and
(c) the first GBP500 of each and every occurrence of loss or damage caused otherwise than by fire or explosion.
(d) legal liability assumed under terms of any contract which would not have attached in the absence of the contract or agreement other than such contracts specifically agreed to by the Insurer.

4.8 Costs
The Insurers will in addition:
(a) pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Section;
(b) pay solicitors fees incurred with its written consent for:
   (i) defence in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury; and
   (ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death; which may be the subject of indemnity under this Section;
(c) indemnify You and, at Your request, any director or Employee in respect of legal costs and expenses incurred with the Insurers written consent, and costs awarded against You and Your director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Welfare at Work etc Act 2005 provided that:
   (i) the proceedings relate to the health, safety or welfare of persons other than Employees; the Insurers
(ii) will not indemnify You in respect of:

(1) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices;

(2) proceedings which result from any deliberate act by or omission by You, any director or Employee;

(3) costs and expenses insured by any other policy.

4.9 Additional Persons Insured

(1) In the event of the death of any person entitled to indemnity under this Section the Insurers will indemnify in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;

(2) The Insurer will indemnify the principal of the Insured, upon request from the Insured and written confirmation from the Insurer, but only to the extent required by contract conditions in respect of liability arising solely out of work performed for the principal by or on behalf of the Insured and provided that:

(a) the principal shall comply with and be subject to the terms and conditions of this Policy in so far as they can apply as though the principal were the Insured; and

(b) the Insurer shall not be liable under this Policy for the principal’s negligence or breach of statutory duty by the principal;

(c) the Insurer’s liability under this extension shall in no way operate to increase the Limit of Indemnity; and

(d) such liability is not covered under any other insurance or in any other way;

provided that:

(a) each such person shall, as though he were You, observe, fulfil and be subject to the terms of this Section insofar as they can apply;

(b) the Insurers shall retain the sole conduct and control of all claims;

(c) where the Insurer is required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity.

4.10 Compensation for Court Attendance

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

(a) any of Your directors or partners GBP250

(b) any Employee GBP100

4.11 Cross Liabilities

This Section shall apply separately to each person named in the Schedule as if a separate policy had been issued to each provided that if the Insurer is required to indemnify more than one party in respect of any occurrence the total liability of the Insurer shall not exceed the Limit of Indemnity.

4.12 Data Protection Act 1998 Extension

The Insurer will indemnify You in respect of liability arising under the Data Protection Act 2003 to pay compensation for damages or distress, provided that:

(a) the process of registration under the above Act has been commenced or completed by You and the application has not been refused or withdrawn;

(b) no liability arises as a result of the provision by You of the services of a Data Processor.

The total liability of the Insurers including all costs and expenses shall not exceed GBP250,000 during any one Period of Insurance.

For the purposes of this extension the phrases or words Data Processor and Data shall carry the same meaning as defined under the Data Protection Act 2003.
The Indemnity will not apply to legal liability:

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

4.13 Discharge of Liability

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

4.14 Food Safety Act 1990 Legal Defence Cost

We will pay legal costs and expenses You or, at Your request, any of Your directors or Employees incur in the defence of any criminal proceedings brought for a breach of the Food Safety Act 1990, or any regulations under the Act, committed or alleged to have been committed during the Period of Insurance. We will also pay legal costs and expenses incurred with their consent in an appeal against conviction arising from such proceedings.

Provided always that:

(a) the criminal proceedings relate to an offence committed in the course of Your Business as stated on the Schedule;
(b) this extension only applies to proceedings brought in the United Kingdom, The Channel Islands or Isle of Man;
(c) You or Your directors or Employees give the Insurers immediate notice of any summons or other process served upon You or Your directors or Employees and of any event that may give rise to proceedings against You or Your directors or Employees.

The Indemnity will not apply to legal liability:

(a) where You or Your directors or Employees are insured by any other policy of insurance;
(b) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of You or Your directors or Employees;
(c) for legal costs and expenses which You or Your directors or Employees may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of You or Your directors or Employees;
(d) in respect of fines or penalties;
(e) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined.

4.15 Legionellosis Liability

The Pollution or Contamination Exclusion shall not apply to any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like; Provided that:

(a) the Insurers will only indemnify You:

(i) in respect of claims arising from Pollution or Contamination which arise out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like first made in writing to You during the Period of Insurance; or
(ii) if the first notification of a circumstance which has caused or is alleged to have caused Injury or damage and can be reasonably expected to give rise to a claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air-conditioning plants cooling towers and the like is notified to the Insurers during the Period of Insurance or within thirty days after the expiry of the same Period of Insurance;

(b) the liability of Us under this extension for all compensation (including interest thereon) and claimants costs and expenses payable shall not exceed GBP1,000,000 and for all claims arising from Pollution or Contamination shall not exceed the Limit of Indemnity as stated in the Schedule;
(c) this extension shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like if before the Period of Insurance You had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

4.16 USA and Canada

Insofar as this Section applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world the liability of Us in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with Our written consent shall not exceed the Limit of Indemnity and shall exclude any liability directly or indirectly caused by or arising from Pollution or Contamination, punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties.

4.17 Exclusions

What is not covered (see also General Exclusions):

Legal liability:

(1) arising out of:
   (a) work in or on aircraft;
   (b) work in or on airport or aerodrome runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access; or
   (c) the ownership, possession or use by You or on Your behalf of any aircraft watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon);

(2) arising out of the ownership, possession or use by You or on Your behalf of any mechanically propelled vehicle or attached trailer in circumstances where compulsory insurance or security is required or where insurance is provided by another policy provided always that:
   (a) this exclusion shall not apply in respect of liability arising during the act of loading or unloading any such mechanically propelled vehicle or attached trailer unless insurance is provided by another policy;

(3) in respect of Injury to any Employee;

(4) in respect of loss of or damage to:
   (a) property belonging to You; or
   (b) property which is leased, let, rented, hired or lent to You or which is the subject of a bailment to You;

(5) arising out of professional advice, design or specification provided by You or on behalf of You for a fee;

(6) for the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in the value of such land or premises;

(7) assumed by You under agreement unless the conduct and control of claims is vested in the Insurers but indemnity shall not in any event apply to liquidated damages, fines or penalties;

(8) arising out of work undertaken or operations located Offshore;

(9) for loss of or damage to that part of any property upon which You are or have been working where the loss or damage is the direct result of such work;

(10) for aggravated exemplary vindictive or punitive damages awarded by any Court of Law;

(11) for the first GBP250 of each and every occurrence in respect of loss or damage to property.

(12) directly or indirectly occasioned by, happening through or in consequence of any claim for breach of employment contract, defamation, discrimination and/or harassment and/or in relation to the hiring, supervision, retention and/or personal development of any director and/or partner of the Insured and/or Person Employed however arising

(13) Pollution or Contamination

This Section will not cover any liability arising in the United States of America or Canada directly or
indirectly caused by or arising from Pollution or Contamination.

This Section will not cover any Legal liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Our liability for all damages payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the amount shown in the Schedule as the Limit of Indemnity for any one event.

For the purpose of this exclusion and limitation 'Pollution or Contamination' shall be deemed to mean:

(a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere; and

(b) all loss or damage or Injury directly or indirectly caused by such Pollution or Contamination.

(14) Asbestos

This insurance does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

(15) Advertising Injury

Injury arising from misappropriation of advertising ideas or style of doing business; infringement of copyrighted advertising materials, titles or slogans; incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.
Section 5 - Employers' Liability

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 7 also apply to this Section. The General Conditions in Section 8 and General Exclusions in Section 9 also apply to this Section.

5.1 Definitions for Section 5

**Injury**
Bodily injury, death, disease, illness or nervous shock.

**Offshore**
From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform, and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

**Territorial Limits**
United Kingdom, The Channel Islands and Isle of Man.

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

5.3 Limit of Indemnity
Our liability under this Section for damages, costs and expenses payable in respect of any one claim or series of claims against You arising out of one event (regardless of the number of claimants) shall not exceed the amount stated in the Schedule. Costs and expenses shall be deemed to mean:

(a) costs and expenses of claimants for which You are legally liable;

(b) other costs and expenses incurred with the Insurers written consent in respect of any claim which may be the subject of indemnity under this Section;

(c) solicitors fees incurred with the Insurers written consent for:
   (i) defence in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury;
   (ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death; which may be the subject of indemnity under this Section;

(d) legal costs and expenses incurred with Our written consent by You and, at Your request, any director or Employee, and costs awarded against You or the director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 and any amending and/or subsequent legislation and the Health and Safety at Work (Northern Ireland) Order 1978 and any amending and/or subsequent legislation provided that:
   (i) the proceedings relate to the health safety or welfare of Employees;
   (ii) We will not indemnify You in respect of:
      (1) proceedings consequent upon a deliberate act by or omission by You, any director or Employee;
      (2) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices; or
      (3) costs and expenses insured by any other policy.

5.4 Additional Persons Insured
(1) In the event of the death of any person entitled to indemnity under this Section the Insurers will indemnify in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.
(2) The Insurer will indemnify the principal of the Insured, upon request from the Insured and written confirmation from the Insurer, but only to the extent required by contract conditions in respect of liability arising solely out of work performed for the principal by or on behalf of the Insured and provided that:

(a) the principal shall comply with and be subject to the terms and conditions of this Policy in so far as they can apply as though the principal were the Insured; and
(b) the Insurer shall not be liable under this Policy for the principal’s negligence or breach of statutory duty by the principal;
(c) the Insurer’s liability under this extension shall in no way operate to increase the Limit of Indemnity; and
(d) such liability is not covered under any other insurance or in any other way;

provided that:

(i) each person shall as though he were You observe fulfil and be subject to the terms of this Section insofar as they can apply; and
(ii) the Insurers shall retain the sole conduct and control of all claims.

5.5 Compensation for Court Attendance

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

(a) any of Your directors or partners GBP250
(b) any Employee GBP100

5.6 Right of Recovery

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

5.7 Unsatisfied Court Judgements

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

(a) the judgment for damages is obtained:
   (i) in a court of law within United Kingdom, The Channel Islands or Isle of Man ; and
   (ii) against a company, partnership or individual other than You, conducting a business at or from premises within the territories described in i) above;

(b) there is no appeal outstanding;
(c) the judgement relates to Injury which would otherwise be within the terms of the Policy; and
(d) if any payment is made under the terms of this clause the Employee or the personal representative of the Employee shall assign the judgement to the Insurers.
5.8 Exclusions

What is not covered (see also General Exclusions):

(1) So far as concerns the liability of any principal or liability assumed by You under agreement, and which would not have attached in the absence of such agreement, this Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

   (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

   (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(2) Any liability for which compulsory motor insurance or security is required under the Road Traffic Act or any legislation amending or replacing any such act.

(3) Any liability arising out of work undertaken or operations located Offshore.

(4) More than GBP5,000,000 including Claimant's Costs, Defence Costs and under all extensions in respect of any one claim or series of claims (regardless of the number of claimants) arising out of one event which falls within the definition of Terrorism under this Policy.
This Section shall not apply to the policy unless specified as INSURED in the Schedule.

Section 6 Legal Expenses

Insuring Clause
We agree to indemnify You, to the extent specified in Coverage Clauses 1 to 8 detailed below, in connection with Your Business subject to the terms, conditions, exclusions and limitations in this Policy and its Schedule.

Limit of Liability
Our total liability under this Insurance shall not exceed
A. the Sub-Limits specified in the Schedule with respect to the individual Coverage clauses under this Section of the Policy; and
B. the Overall Limit of Indemnity with respect to all claims under this Section of the Policy.

In respect of Coverage Clause 1. Contractual Disputes, subject always to the Overall Limit of Indemnity specified in the Schedule, if the amount payable by Us for Legal Expenses incurred exceeds 75% of the Sum in Dispute then You shall be responsible for all of the amount that exceeds 75% of the Sum in Dispute.

Coverage Clauses

Contractual Disputes
We agree to pay on Your behalf the reasonable Legal Expenses incurred by You as a result of any Legal Expenses Claim first made against You by a third party or against a third party by You and was notified to Us during the Period of Insurance arising out of a contractual dispute under the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982 in the course Your Business activities.
Provided that:
(a) there is a direct contractual relationship between You and the third party; and
(b) Sum in Dispute is greater than GBP 500.

1. Health and Safety
The Insurer agrees to pay on the Insured's behalf the reasonable Legal Expenses incurred for an appeal against the service of an Improvement or Prohibition Notice under the Health and Safety at Work etc Act 1974 or the Food Safety Act 1990 in the course of the Insured's Business activities where the appeal is first made and notified to the Insurer during the Period of insurance.

2. Employment Disputes
We agree to pay on Your behalf reasonable Legal Expenses incurred by You as a result of any Legal Expenses Claim first made against You by a third party or notified to Us during the Period of insurance arising out of a dispute with a Person Employed in respect of:
A. a past or present Person Employed's contract of employment; or
B. the dismissal of a Person Employed; or
C. an actual or alleged breach of employment legislation.
However, prior to obtaining cover under this Coverage Clause, You must obtain prior written agreement from the Telephone Legal Advisory Service of the procedure to be followed and comply with this procedure before You undertake any:
(i) disciplinary procedure or action; or
(ii) dismissal of a Person Employed; or
(iii) redundancy procedure; or
(iv) investigation of an actual or alleged form of discrimination, wrongful dismissal, harassment or unfair treatment; or
(v) significant alteration to the terms and conditions of a Person Employed's contract of employment.

3. Criminal Proceedings
We agree to pay on Your behalf the reasonable Legal Expenses incurred by You as a result of any criminal proceedings first initiated against You and notified to Us during the Period of insurance provided that the criminal proceedings arise out of Your Business activities.

4. Property Disputes
We agree to pay on Your behalf the reasonable Legal Expenses incurred as a result of any Legal Expenses Claim first made against You by a third party or against a third party by You and notified to the Insurer during the Period of insurance arising out of a dispute, nuisance or trespass in respect of the premises where You carry out Your Business activities, provided that You will suffer loss in the event that You do not defend the Legal Expenses Claim against them or pursue the Legal Expenses Claim against the third party.
5. **Tax Protection**

We agree to pay on Your behalf or any Subsidiary the reasonable Appointed Representative Expenses incurred as a result of an Investigation first initiated against You and notified to Us during the Period of insurance arising out of any tax return or accounts submitted by You or any Subsidiary to HM Revenue & Customs (HMRC).

6. **Bodily Injury**

We agree to pay on Your behalf the reasonable Legal Expenses incurred by You in making a Legal Expenses Claim against a third party as a result of Injury to Persons Employed occurring during the Period of insurance and notified to Us during the Period of insurance, provided the Injury was sustained away from Your Premises and in the course of Your Business activities.

7. **Data Protection**

We agree to indemnify You against Legal Expenses and Awards incurred in any claim or legal proceedings brought or commenced against You within the Territorial Limits and arising out of Your Business arising from:

A. defending You from an allegation of a breach of the Data Protection Act 1998;
B. appealing against the refusal of an application for registration, or alteration of registered particulars; or
C. appealing against an Enforcement or Deregistration or Transfer Prohibition Notice;

Provided that the claim is made or legal proceedings are brought against You and notified to the Claims Manager during the Period of Insurance.

**Exclusion to Section 6**

We shall not be liable for any claim

1. arising out of any dispute between Us, You, the Claims Managers or Your Appointed Representative; or
2. arising directly or indirectly out of any judicial review; or
3. in respect of **Coverage Clause 1 Contractual Disputes** only, arising directly or indirectly out of contracts:
   A. performed outside the Territorial Limits;
   B. for the provision or acquisition of insurance, credit, secured lending or guarantee; or
   C. where the Your liability, or a right of recovery, is incurred through an agent, by assignment or subrogation; or
   D. which fall under the Consumer Credit Act 1974; or
   E. relating to a franchise; or
   F. containing an arbitration clause; or
   G. for construction, as defined in part 2) of the Housing Grants Construction and Regeneration Act 1996; or
   H. for the possession, purchase or sale of land, interest in land or use of land including any buildings situated on the land; or
   I. for any debt collection services for the recovery of any monies owed to You by a third party; or
4. in respect of **Coverage Clause 3 Employment Disputes** only, arising directly or indirectly out of disputes relating to any:
   A. fine or award of damages incurred for deliberately avoiding a payment or liability under statutory requirements, redundancy payments or monies due or properly payable arising from obligations under a contract of employment, service agreement or related document incorporated into the terms of a contract of service; or
   B. actual or alleged breach of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Acquired Rights Directive; or
   C. additional awards or special awards, interim relief, arrears of pay, damages payable under the Equal Pay Act or arising out of the failure to comply with awards in respect of reinstatement or re-engagement of employment; or
5. in respect of **Coverage Clause 4 Criminal Proceedings** only, arising out of any criminal proceedings or allegations in respect of:
   A. the ownership, possession of or use of any vehicle; or
   B. any investigation by HMRC or the Benefits Agency; or
   C. assault, violence, fraud, conspiracy to defraud, dishonesty or malicious falsehood; or
   D. the manufacture, dealing in or use of alcohol, illegal drugs or indecent or obscene materials; or
   E. any illegal immigration; or
   F. any money laundering offence under Part 7 of the Proceeds of Crime Act 2002; or
   G. Bribery and corruption;
   H. Contravention of sanctions.
6. in respect of **Coverage Clause 5 Property Disputes** only, arising directly or indirectly out of disputes relating to:
   A. mining, subsidence or heave; or
   B. planning consents, building regulations or compulsory purchase orders; or
   C. the renewal of Your lease or other contract for the use of Your Premises;
7. in respect of Coverage Clause 6 Tax Protection only, arising directly or indirectly out of any Investigation relating to:
   A. for taxes, fines, penalties or any duty imposed by HMRC
   B. any Public Notice 160 received by the Insured or any civil evasion penalty issued under Section 60 of the VAT Act 1994; or
   C. an HMRC Specialist Investigation, a civil investigation of fraud or other crime, Code of Practice 8 or 9 investigations or costs to defend any criminal prosecution; or
   D. the late submission of any tax return or accounts where HMRC levy a penalty or claim for interest because of the late submission or where Your tax return or accounts contain negligent misstatements or where You have failed to meet the minimum standards of bookkeeping or record keeping; or
   E. any tax return submitted at the final filing date which contains provisional figures for Your trading income and expenditure; or
   F. financial planning arrangements, including but not limited to HMRC enquiries into tax planning arrangements where a Disclosure of Tax Avoidance Scheme (DoTAS) Number has been allocated (or would have been allocated had the tax planning arrangements been notified to HMRC on time); or
   G. the cost of preparation, appeal or processing of any tax computation, assessment, demand or payment or routine treatment of taxation matters.

Conditions to Section 6

1. Prior Consent
   A. It is a condition precedent to insurance under this Section that the Claims Manager's consent to incur Legal Expenses or Appointed Representative Expenses must first be obtained in writing. Failure to comply with this requirement could adversely affect your claim or result in the decline of your claim if it prejudices the Insurer
   B. Prior to the payment of Legal Expenses or Appointed Representative Expenses under this Section, the Claims Manager will consider whether there are reasonable prospects of You being Successful if the Legal Expenses Claim or the Investigation is pursued or defended and they will inform You of their decision as soon as practicable.
   C. If the Claims Manager considers there to be reasonable prospects of You being Successful, they will provide You with their written agreement to pay Legal Expenses or Appointed Representative Expenses on Your behalf to pursue or defend the Legal Expenses Claim or the Investigation. However, if the Claims Manager does not consider there are reasonable prospects of You being Successful and does not provide their written agreement but You disagree with their decision, You have the option to resolve the disagreement through binding arbitration. The dispute will be referred to a suitable independent expert mutually agreed between You and Us.
   D. We agree with You that the decision of the independent expert is final and binding. If the independent expert agrees with You that there are reasonable prospects of You being Successful We will pay the fees and expenses of the independent expert. However, if the independent expert agrees with Us that there are no reasonable prospects of You being Successful the fees and expenses of the independent expert shall be shared equally between You and Us.

2. Appointed Representative
   A. In the event that We agree to pay Legal Expenses or Appointed Representative Expenses on Your behalf to pursue or defend a Legal Expenses Claim or an Investigation and we both subsequently agree that it is necessary for You to instruct an Appointed Representative, You have the right to choose their Appointed Representative with the Claims Manager's prior written agreement (which will not be unreasonably withheld).
   B. Prior to Us providing Our written agreement for their Appointed Representative to act on Your behalf, We will consider whether, in the opinion of Your Appointed Representative, there are reasonable prospects of You being Successful.
   C. The Claims Managers will monitor the progress of the Legal Expenses Claim or the Investigation. If at any time during the progress of the Legal Expenses Claim or the Investigation, Your Appointed Representative's opinion changes from being Successful to not being Successful, We reserve the right to withdraw Our agreement to pay further Legal Expenses or Appointed Representative Expenses for the pursuit or defence of the Legal Expenses Claim or the Investigation.
   D. If We withdraw Our agreement to pay further Legal Expenses or Appointed Representative Expenses for the pursuit or defence of the Legal Expenses Claim or the Investigation but You continues to pursue or defend the Legal Expenses Claim or the Investigation at Your own expense and are Successful in the pursuit or defence of the Legal Expenses Claim or the Investigation, We will reimburse those reasonable Legal Expenses or Appointed Representative Expenses incurred by You from the date that the agreement was withdrawn up until the final conclusion of the Legal Expenses Claim or the Investigation.
3. Information documentation or advice

The Claims Manager is entitled to receive from the Appointed Representative any information, document or advice in connection with any claim or legal proceedings even if such material is legally privileged. On request You will give to the Appointed Representative any instructions necessary to secure the required access.

You must give the Appointed Representative all necessary help and information including a complete truthful account of the facts of the case and all relevant documentary or other evidence in Your possession. You must search for, provide, obtain, sign or execute all documents as required by the relevant court or tribunal rules or as recommended by the Appointed Representative and attend all meetings or conferences as requested. Cover may be withdrawn if You fail to co-operate at all or within a reasonable time with the Appointed Representative’s request.

4. Invoice payments

We shall be responsible for the payment of Legal Expenses and/or Appointed Representative Expenses invoices. We will, however, settle these direct with the Appointed Representative if requested to do so by You. All invoices must be certified by the Claims Manager to the effect that all charges have been properly incurred and this will be deemed authority for Us to settle the invoice directly with the Appointed Representative.

Only invoices in respect of Legal Expenses and/or Appointed Representative Expenses incurred with the written consent of the Claims Manager and in the amount agreed with the Claims Manager shall be paid.

5. Recovery of Costs

Whenever You are awarded costs or costs are included under the terms of any settlement, those costs are to be repaid to Us. In every claim You and the Appointed Representative shall make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement, You agree that the Appointed Representative’s appraisal of a fair and reasonable proportion of that settlement will be deemed costs and shall be due to Us.

6. Resist or pursue appeals

If, the Insured wishes to appeal against the judgement or a decision of the court or tribunal in legal proceedings which were previously consented to by the Claims Manager, the grounds of that appeal must be submitted to the Claims Manager for its prior written consent to incur Legal Expenses and/or Appointed Representative Expenses in that appeal. If the appeal is lodged against the judgement or decision of the court or tribunal made in favour of the Insured in legal proceedings which were previously consented to by the Claims Manager, the Claims Manager must be informed immediately and its written consent must be obtained for cover to continue.

Where the Insurers wish to pursue or resist an appeal against the judgement or decision of the court or tribunal, the Insured must co-operate with the Appointed Representative.

7. Use of experts or legal counsels

Where the Appointed Representative wishes to obtain the opinion of or instruct counsel or experts, it must provide its reasons and seek and receive the prior written consent of the Claims Manager.
Section 7 - General Definitions
These Definitions apply to all Sections of the Policy unless stated otherwise. Other Definitions are contained within the Sections of the Policy where they apply.

We/ Insurer/ Our/ Us
Brit Syndicate 2987 at Lloyd’s

Business
The Business stated in the Schedule, including in respect of Sections 4 and 5:
(a) the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services;
(b) private work undertaken with Your prior consent by Employees for any of Your directors or senior officials;
(c) the ownership maintenance and repair of Your Premises.

Contractual Liability
owed by the Insured to a party or liabilities retained by the Insured, such as hold harmless clauses or waiver of rights of recovery, under the terms of any contract or agreement which would not have attached to or been retained by the Insured in the absence of such contract or agreement, except where the Insurer gives its prior written agreement.

Employee
(a) any person under a contract of service or apprenticeship with You;
(b) any person who is hired to or borrowed by You;
(c) any person engaged in connection with a work experience or training scheme;
(d) any labour master or person supplied by him;
(e) any person engaged by labour only sub-contractors;
(f) any self employed person working on a labour only basis under Your control or supervision; or
(g) any voluntary helper;
while working for You in connection with the Business.

Excess
The first amount of each and every claim (as shown in the Schedule) for which You are responsible.

Insured/ Policyholder/
The person(s) or company named in the Schedule.

You/ Your

Period of Insurance
The period shown in the Schedule and any subsequent period for which We accept Your premium for renewal of this Policy.

Policy
The Policy and Schedule and any endorsements attached or issued.

Premises
The Premises as stated in the Schedule.

Proposal
The signed Proposal or Statement of Fact and any additional information supplied to the Insurer by You or on Your behalf.

Schedule
States who the Insured is, the Business being covered and other particulars, such as the Period of Insurance and details of which Sections of the Policy are operative. It also shows such details as the occurrences Insured, Limits of Liability and matters and amounts for which You are responsible.

Terrorism
Act(s) of Terrorism means 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.
Section 8 - General Conditions

These General Conditions apply to all Sections of the Policy unless stated otherwise. Other Conditions are contained within the Sections of the Policy where they apply.

8.1 Alteration in Risk

This Policy shall be avoided if after the commencement of this insurance there is any alteration in risk:

(a) by removal;
(b) by change of occupation or use of the property insured;
(c) whereby the risk of loss or damage or accident or liability is increased;
(d) whereby the Business is wound up or carried on by a liquidator or receiver or permanently discontinued; or
(e) whereby Your interest ceases except by will or operation of law;

unless such alteration is notified to and accepted by the Insurer in writing.

8.2 Arbitration

If any difference shall arise as to the amounts to be paid under this Policy (liability being otherwise admitted) such difference shall be referred within twelve months of the dispute arising to an arbitrator who will be jointly appointed in agreement or failing agreement appointed by the President for the time being of the incorporated Law Society of Ireland. An award made by the arbitrator shall be a condition precedent to any right of legal action against the Insurer. If the dispute has not been referred to arbitration within the aforesaid twelve month period then the claim shall be deemed to have been abandoned and recoverable thereafter.

8.3 Breach of warranty Clause

If You breach a warranty in this insurance contract, Our liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to You for any loss which occurs, or which is attributable to something happening, during the period when the Our liability is suspended.

8.4 Cancellation

The Insurer shall not be bound to accept any renewal of this Policy and may at any time give You thirty days notice to cancel this Policy. This termination shall be without prejudice to any rights or claims of the Insurer or You prior to the expiry of such notice.

You can cancel this insurance at any time by writing to Your broker.

You shall be entitled to a return of the unearned premium, if there has not been a claim made or incidents likely to give rise to a claim. If there has been a claim, the full premium becomes payable and You shall not be entitled to a return of the premium or portion of it.

8.5 Claims - The Insurers Rights

The Insurer:

(a) on the happening of any loss, destruction or damage in respect of which a claim is made, may, without incurring any liability or diminishing any of the Insurers rights under this Policy, enter, take or keep possession of, the Premises where such loss destruction or damage has occurred and take possession of, or require to be delivered to the Insurer, any Property Insured and deal with such property for all reasonable purposes and in any reasonable manner.

No claim under Section 1 shall be payable unless the terms of this condition have been complied with.

No property may be abandoned to the Insurer whether taken possession of by the Insurer or not.

(b) shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

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8.6 Conditions Precedent to Liability

Every condition stated as a condition precedent that applies to this Policy (whether a Policy or Section Condition) shall apply from the time the condition attaches and continue to be in force during the whole currency of this Policy. Failure to comply with any such condition shall be a bar to any claim.

Conditions precedent to liability must be satisfied before We become liable to make any payment to You under this Policy. In the event of You breaching a condition precedent, in respect of any claim arising or contributed to by such breach, We shall be entitled to decline liability and shall not be required to make any payment to You for such claim.

8.7 Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person who is not a party to this contract.

8.8 Fraud

If You or any person acting on Your behalf commits fraud, by any means, knowing it to be false or fraudulent, and thereby obtains benefit under this Policy from such fraud, this Insurance shall become void from the date of the fraudulent act and all benefit obtained from the Policy from the date of the fraud shall be forfeited.

8.9 Fraudulent claims

A. If the Insured makes a fraudulent claim under this insurance, the Insurer
   i) is not liable to pay the claim; and
   ii) may recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and
   iii) may, by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.

B. If the Insurer exercises its right under 8.9 A iii) above:
   i) the Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer’s liability under the insurance contract (such as the occurrence of a loss, the making of a claim or the notification of a potential claim); and
   ii) the Insurer need not return any of the premiums paid.

8.10 Identification

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

8.11 Insurable Interest

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

8.12 Interpretation

In this Policy;

(a) reference to any statute or statutory provision and orders or regulation thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy;

(b) reference to any statutory or other body shall include the successor to that body;

(c) words importing the singular include the plural and vice versa and references to persons includes bodies corporate or unincorporated. Words importing any gender shall include all.
8.13 Observance of Terms

Observance of the terms of this Policy relating to anything to be done or complied with by You is a condition precedent to any liability of Us, except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to the compulsory insurance of legal liability to Persons Employed. You shall repay to Us all sums paid under this Policy, with special reference to the Section 5 Employers’ Liability section, which We would not have been liable to pay but for the provisions of such legislation.

8.14 Other Insurances and Average

Applicable to Section 1—Property Damage and Section 2—Loss of Rental Income

If at the time of any Damage there is any other insurance effected by You or on Your behalf covering any of the Property damaged the liability of the Insurer under this Policy shall be limited to its rateable proportion of such Damage.

If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the Insurer hereunder shall be limited to that proportion of the Damage as per the Sum Insured, by this Section, bears to the value of the Property.

Applicable to Section 4—Employers’ Liability and Section 5—Property Owners’ Liability

The Insurer will not indemnify You in respect of liability which is insured by or would but for the existence of the Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy had this insurance not been effected.

8.15 Reasonable Precautions

You shall:

(a) take all reasonable precautions to prevent occurrences which may give rise to loss destruction or damage;

(b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority;

(c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require.

8.16 Remedies for breach of the duty of fair presentation

If, prior to entering into this insurance contract, You breach the duty of fair presentation, the remedies available to the Us are set out below.

a) If the Your breach of the duty of fair presentation is deliberate or reckless:
   
   i) We may avoid the contract, and refuse to pay all claims; and,
   
   ii) We need not return any of the premiums paid.

b) If Your breach of the duty of fair presentation is not deliberate or reckless, Our remedy shall depend upon what We would have done if You had complied with the duty of fair presentation:
i) If We would not have entered into the contract at all, We may avoid the contract and refuse all claims, but We must return the premiums paid.

ii) If We would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if We so require.

iii) In addition, We would have entered into the contract, but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, We shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.

If, prior to entering into a variation to this insurance contract, You breach the duty of fair presentation, the remedies available to Us are set out below.

a) If Your breach of the duty of fair presentation is deliberate or reckless:

   i) We may by notice to You treat the contract as having been terminated from the time when the variation was concluded; and,

   ii) We need not return any of the premiums paid.

b) If Your breach of the duty of fair presentation is not deliberate or reckless, Our remedy shall depend upon what We would have done if You had complied with the duty of fair presentation:

   i) If We would not have agreed to the variation at all, We may treat the contract as if the variation was never made, but must in that event return any extra premium paid.

   ii) If We would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if We so require.

   iii) If We would have increased the premium by more than We did or at all, then We may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, We shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.

   iv) If We would not have reduced the premium as much as We did or at all, then We may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, We shall pay only X% of what We would otherwise have been required to pay, where X = (premium actually charged/reduced total premium) x 100.

8.17 Subjectivity

(a) We will clearly state in a Subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You

   i) providing Us with any additional information requested by the required date(s)
   ii) completing any actions agreed between You and Us by the required date(s)
   iii) allowing Us to complete any actions agreed

(b) If We require You must allow Us access to Your Premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Your compliance by the required date(s)

   Upon completion of risk requirements or actions or where they are not completed by the required dates We may at Our option
i) modify the premium
ii) issue a mid-term Endorsement to the Policy or Section terms Conditions and Exclusions
iii) require You to make alterations to the Premises or contract sites or Business insured by the required date(s)
iv) exercise Our right to cancel the Policy
v) leave the Policy or Section terms Conditions and Exclusions and the premium unaltered

We will contact You or Your insurance adviser with Our decision and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by You and or any decision by Us will take effect

Our requirements and decisions will take effect from the date(s) specified unless and until they agree otherwise in writing. If You disagree with Our requirements and or decisions We will consider the Your comments and where We consider appropriate We will continue to negotiate with You or Your insurance adviser and or representatives to resolve the matter to the Your and Our satisfaction

In the event that the matter cannot be resolved

a) You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies

b) We may at Our option exercise Our right under 2) Our rights of the Policy Condition Cancellation

Except where stated all other Policy and Section terms Conditions and Exclusions will continue to apply

If We exercise either option a) or b) or c) above You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies

The above Condition does not affect Our rights at Common Law.

8.18 Subrogation

Any claimant under this Policy shall, at the request and at the expense of the Insurer, take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by the Insurer. The Insurer shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name, at its own expense and for its own benefit, any claim for indemnity or damages or otherwise.

8.19 Terms not relevant to the actual loss

Where: (i) there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and (ii) 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, We cannot rely on the breach of such term to exclude, limit or discharge Our liability if You have shown that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.
Section 9 - General Exclusion

These Exclusions apply to all Sections of the Policy unless stated otherwise. Other Exclusions are contained within the Sections of the Policy where they apply.

9.1 Applicable to all Sections
Micro-organism Clause

The insurance by this Policy does not cover any loss, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. This exclusion applies regardless of whether there is:

(a) any physical loss or damage to insured property;
(b) any insured peril or cause, whether or not contributing concurrently or in any sequence;
(c) any one loss; occupancy; or functionality; or
(d) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

9.2 Applicable to Section 1—Property Damage and Section 2—Loss of Rental Income
Sonic Bangs

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

9.3 Applicable to all Sections

(a) War & Similar Risks

The insurance by this Policy does not cover:

Damage or Business Interruption or legal liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, or nationalisation, or requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

(b) Nuclear Risks & Radioactive Contamination Risks

This insurance does not cover;

(i) loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss; or
(ii) any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from:

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

The insurance by this Policy does not apply to:

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip microprocessor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000:

(i) correctly to recognise any date as its true calendar date;

(ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or

(iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into the computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date;

but this shall not exclude subsequent Damage in respect of Section 1 (Property Damage) or subsequent interruption with the Business in respect of Section 2 (Loss of Rental Income) not otherwise excluded which itself results from fire, lightning, explosion, theft, aircraft or other aerial devices or articles dropped from aircraft or other aerial devices, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal, provided such Peril is insured by the Section.

9.4 **Applicable to all Sections other than Section 3 — Terrorism and Section 4 — Employers' Liability**

**Terrorism**

(a) This insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

(b) This insurance also excludes loss, damage, cost or expense of whatsoever nature in Northern Ireland directly or indirectly resulting from or in connection with civil commotion.

(c) This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

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

9.5 **Applicable to all Sections other than Section 4 — Employers' Liability and Section 5 — Property Owners' Liability**

**Contamination and Pollution Clause**

(a) The insurance by this Policy does not cover any loss or damage due to gradual or sudden contamination, pollution, soot, deposition, impairment with dust, chemical
precipitation, adulteration, poisoning, impurity, epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion does not apply if such loss or damage arises out of one or more of the following Perils:

- Fire, Lightning, Explosion, Impact of Aircraft
- Vehicle Impact, Sonic Boom
- Accidental Escape of Water from any tank apparatus or pipe
- Riot, Civil Commotion, Malicious Damage
- Storm, Hail
- Flood, Inundation
- Earthquake
- Landslide, Subsidence
- Pressure of Snow, Avalanche
- Volcanic Eruption

(b) If a Peril not excluded from this Policy arises directly from pollution and/or contamination any loss or damage arising directly from that Peril shall be covered.

(c) All other terms and conditions of this Policy shall be unaltered and especially the exclusions shall not be superseded by this clause.

9.6 Applicable to all Sections

Electronic Data

(1) Electronic Data Exclusion

(a) The insurance by this Policy does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "trojan horses", "worms" and "time or logic bombs".

(b) However, in the event that a Peril listed below results from any matters described in paragraph (a) above, this insurance, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy Period of Insurance to the Property Insured by this Policy directly caused by such listed Peril.

Listed Perils:
- Fire
- Explosion

(2) Electronic Data Processing Media Valuation

Should electronic data processing media insured by this Policy suffer physical loss or
damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

(3) **Chemical and Biological**

Loss, Damage, Loss of Rent or legal liability arising, directly or indirectly, from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind chemical and/or biological and/or radiological irritants, contaminants or pollutants provided that this exclusion shall not apply to the extent covered under Section 3- Terrorism, if specified as ‘INSURED’ in the Schedule;

(4) **Nationalisation**

Damage arising from nationalisation confiscation requisition seizure or destruction by order of the government or any public authority

(5) **Sanctions**

We shall not be deemed to provide cover nor be liable to pay any loss or provide any benefit under this Policy to the extent that the provision of such cover, payment of such loss or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, the United States of America, or the European Union directly applicable to either of the contracting parties.

(6) **Pre-existing Damage**

Excluding damage commencing prior to the granting of cover under this insurance
Section 10 - Claims Procedure

In respect of Section 1 - Property Damage, Section 2 – Loss of Rent and Section 3 – Terrorism

(1) In the event of a claim or any incident occurs which may give rise to a claim under this Policy You shall notify Us via the broker or intermediary or by contacting Us directly via the Claims Notification details specified in the Schedule:

(a) within 7 (seven) days in the case of Damage caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
(b) as soon as practicable but in no event later than 30 (thirty) days of the event giving rise to the Loss or Damage caused by any other Defined Peril.

(2) Additionally, in the event of any theft, attempted theft, riot, malicious damage or Act of Terrorism (if and to the extent that Act of Terrorism is insured by this Policy); We shall immediately notify the Police Authority.

(3) You shall supply at Your own expense full details of the claim in writing together with any supporting information, receipts and proofs which We may reasonably require and no claim shall be paid until You have complied with this paragraph.

(4) All conditions precedent to liability must be satisfied before We become liable to make any payment to You under this Policy. In the event Your breach of the above condition precedent, in respect of any claim arising or contributed to by such breach, We shall be entitled to decline liability and shall not be required to make any payment to the Insured for such claim.

In respect of Section 4 – Property Owners Liability and Section 5 - Employers’ Liability

(1) As a condition precedent to liability, You shall notify Us via the dedicated 24 (twenty-four) hour telephone number specified in the Schedule, immediately You are aware of any occurrence or circumstances which may give rise to a claim, regardless of any applicable Excess, which shall include any accident at work which results in 3 (three) or more days’ absence for any Person Employed.

(2) In the event that We may require the completion of a ‘Claim Form’ following notification of any occurrence or circumstances which may give rise to a claim, it is a condition precedent to Our liability, that You shall complete and sign the ‘Claim Form’ required by Us as a Statement of Fact and return it to the address below within 7 days of receipt.

(3) As a condition precedent to Our liability, every letter, claim, writ, summons and/or process in connection with such occurrence or circumstances shall be forwarded to Us at the address specified in the Schedule, immediately on receipt and in electronic format within 3 days (business) of the date and time of receipt.

(4) As a condition precedent to liability, You shall notify Us via the Claims notification details specified in the Schedule immediately You have knowledge of any prosecution, inquiry or inquest in connection with any occurrence or circumstances which may give rise to liability under this Policy.

(5) As a condition precedent to liability, no admission, offer, promise, payment, Legal Cost or indemnity shall be made or given by or on Your behalf without Our written consent.

(6) As a condition precedent to liability, We shall be entitled to take over and conduct in Your name the defence or settlement of any claim, or to prosecute any claim in Your name for Our own benefit, and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. You shall give all such information and assistance as We may require.

(7) It is a condition precedent, with respect to Property Owners’ Liability or Employers’ Liability Claims, that if You receive any Claim Notification Form(s) or notification directly from an Person Employed or third
party Claimant or their appointed representative, that You must acknowledge receipt of the Claim Notification Form(s) or notification to the Person Employed or third party Claimant or their appointed representative in;

(a) An electronic format, and
(b) Within 24 (twenty four) hours from the date and time of receipt thereof, and
(c) The acknowledgement of the Claim Notification Form(s) must state that the Claim Notification Form(s) has been sent to Us.

(8) It is also a condition precedent that the Claim Notification Form(s) must be sent, within 24 (twenty four) hours to Us and any failure to comply with this condition may result in Us refusing to indemnify or You being liable for any increased costs and/or damages to settle the claim if such costs and damages would not have been incurred had You complied with this ‘Acknowledgement of Claim Notification Form(s)’ clause.

(9) In respect of any claims against You under the Property Owner’s Liability and Employers’ Liability Sections of this Policy to which a Limit of Liability applies, We may at any time pay the amount of such Limit of Liability after deduction of any sums already paid/incurred or any less amount for which at Our absolute discretion such claims can be settled. We will then relinquish control of the said claims and be under no further liability in respect thereof, except for Legal Costs for which You may be responsible prior to the date of such payment unless the Limit of Liability is inclusive of Legal Costs.

(10) All conditions precedent to liability must be satisfied before We become liable to make any payment to You under this Policy. In the event of Your breach of the above condition precedent, in respect of any claim arising or contributed to by such breach, We shall be entitled to decline liability and shall not be required to make any payment to You for such claim.
Section 11 — Enquiries and Complaints Procedure

Complaints Procedure

We strive to provide an excellent service to all Our customers but occasionally things can go wrong. We take all concerns seriously and endeavour to resolve all customers’ problems promptly. If You have a question or concern about Your policy You should, in the first instance follow the guidance notes or instructions in the insurance documentation You have been sent. Your broker will also be able to advise You and provide assistance in this regard. Alternatively, if You wish to contact Us directly You should either write or telephone:

The Complaints Department
Brit Syndicates Limited
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB
Telephone: 0044 (0) 20 385 70000
Facsimile: 0044 (0) 20 385 70001
Email: BGS.Complaints@britinsurance.com

In the unlikely event that You remain dissatisfied and wish to make a complaint You can do so at any time by referring the matter to Us at the above stated address or the Complaints Team at Lloyd’s at the following address:

Complaints Team
Lloyd’s
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham, Kent ME4 4RN
Telephone: 0044 (0) 20 7327 5693
Facsimile: 0044 (0) 20 7327 5225
E-mail: complaints@lloyds.com

Details of Lloyd’s complaints procedure are set out in a leaflet “Your Complaint - How We Can Help available at www.lloyd’s.com/complaints and are also available from the above address.

Should You remain dissatisfied after Lloyd’s has considered Your complaint and You are NOT a policyholder in the UK, You should, in the first instance, seek advice from Your broker as to whom You should direct your complaint.

If You are a policyholder in the UK, You may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services, they can normally deal with complaints from private individuals and from small organisations; further information is available from:

Financial Ombudsman Service (FOS)
Exchange Tower
London
E14 9SR
Helpline: 0800 0234 567
0044 20 7964 0500 (if outside UK)
Switchboard: 0044 (0) 20 7964 1000
Facsimile: 0044 (0) 20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk
The FOS opening hours are: Monday to Friday 8am to 8pm and Saturday 8am 9am to 1pm
Making a complaint to the Financial Ombudsman Service (FOS) does not affect Your rights under this policy but if You are not an eligible complainant then the informal complaint process ceases. A summary of the FOS complaint handling procedure is available on request and will also be provided to You when acknowledging a complaint.

About the Financial Ombudsman Service (FOS)

Eligible complainants are:

a) private individuals; and
b) micro-enterprises. ‘Micro-enterprises’ will be able to bring complaints to the ombudsman as long as they have an annual turnover of under EUR2 million and fewer than ten (10) employees.
c) charities with an annual income of less than EUR1 million; or
d) a trustee of a trust with net assets of less than EUR1 million.

The FOS will only consider a complaint if You are an eligible complainant and if:

a) We have been given an opportunity to resolve it and
b) We have sent You a final response letter and You have referred Your complaint to the FOS within six (6) months of Our final response letter or
c) We have not responded to Your complaint with a decision within eight (8) weeks.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Tel: 0044 (0) 20 7741 4100
Helpline: 0044 (0) 800 678 1100
Facsimile: 0044 (0) 20 7741 4101
Website: www.fscs.org.uk

The FSCS opening hours are:
Monday to Friday 8:30am to 5:30pm excluding public holidays.