

Property owners

Insurance policy



Customer service information

You should read this policy together with **your** current **schedule** which gives precise details of the cover.

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Customer service information

This Introduction, the Customer service information, the General definitions, General conditions, General exclusions, Sections, Section extensions, the **schedule** and any endorsements all form part of this insurance policy.

IMPORTANT REMINDER

It is important that:

- **You** check that the information you have given **us** is accurate and up to date – See the Customer service information section for more details
- **You** read the policy and understand its contents, if you do not understand any aspect please contact your insurance advisor
- **You** comply with **your** duties under each section and under the insurance as a whole
- **You** check that the sections you have requested are included in the **schedule**

This policy should be kept in a safe place. **You** may need to refer to it if **you** have to make a claim.

This section contains important information about how we will deal with claims under this policy and the information you have given us.

Information you have given us

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you**, or your appointed agent acting on **your** behalf, have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information, but this was neither deliberate nor reckless, **we** will treat **your** policy as if it never existed and decline all claims. **We** may not return premium already paid by **you** in this situation.

If **we** establish that **you** provided us with false, incomplete or misleading information, it can adversely affect **your** policy and any claim.

For example:

- where **we** could have accepted the risk and offered **you** an insurance policy but **we** would have charged a higher premium, **we** may only pay a percentage of any claim that **you** make under the policy. **We** would do this by considering the premium **we** actually charged as a percentage of the higher premium **we** would have charged and then paying **you** the same percentage of any claim.

So, as an example: if the premium **we** actually charged was £250 and the higher premium **we** would have charged was £1,000, then the premium **we** actually charged represents 25% of the higher premium **we** would have charged and **we** shall only pay 25% of any claim;

- **We** may treat this policy as if it had never existed and refuse to pay all claims and return the premium. **We** will only do this if the false, incomplete or misleading information means that **we** provided **you** with insurance cover when **we** would not otherwise have offered it at all had the risk been fairly presented;
- if **we** would have written the risk on different terms had it been fairly presented, **we** may amend the policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;
- **We** may cancel **your** policy in accordance with its cancellation provisions.

We will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- amend the terms of **your** policy; or
- reduce **your** claim in accordance with the above.

If **you** become aware that information **you** have given **us** is inaccurate or incomplete, **you** must inform **us** without delay.

Customer service information

The insurance cover provided by this policy is issued in accordance with the authorisation certain underwriters at Lloyd's and other Association of British Insurers member insurance companies have granted to Premier Commercial Limited trading as Premco Underwriting (Premco) under the terms of the contract(s), referenced in the **schedule**, between Premco and the participating syndicate(s). This contract makes Premco agent of the participating syndicate(s) and gives them the authority to perform certain acts on its behalf, but does not affect your rights to claim or make a complaint. The participating insurance company and/or syndicate names are detailed on your **schedule**.

SEVERAL LIABILITY CLAUSE

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract. The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

About the Coverholder

This policy is a contract of insurance between **you** and **us**. **Your** policy has been underwritten on **our** behalf by Premco of Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH. Premier Commercial Ltd trading as Premco Underwriting is authorised and regulated by the Financial Conduct Authority and you can check this information is accurate on the Financial Services Register which is available to view online at <https://register.fca.org.uk>. This contract makes Premco **our** agent and gives them the authority to perform certain acts on **our** behalf, but does not affect **your** rights to claim or make a complaint.

Enquiries

If **you** have a general enquiry regarding **your** policy please contact **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy. **You** may contact Premco by calling us on 0330 165 2000 or by emailing info@premco.co.uk.

Things you must do

There are conditions contained in this policy which are conditions precedent to **our** liability to **you** to pay a claim intimated by **you** under the cover provided by this policy. If **you** breach any of these conditions **we** may deny **your** claim or reduce the amount **we** will pay to **you** if **your** non-compliance has had a material effect on the claim.

Cancellation

You may cancel this policy at any time by notifying **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy or by writing to Premco at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing info@premco.co.uk. If you have not made a claim under the terms of this policy at the time **you** wish to cancel it, and **you** are not aware of any incident which may give rise to a claim, we will refund a proportionate amount of **your** premium provided the premium has not been designated as a minimum and deposit premium in the **schedule**.

We may also cancel this policy in accordance with General condition 9.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot pay a claim to **you** under this policy. If **you** are entitled to compensation under the scheme, how much compensation **you** would receive would depend on the nature of this policy. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at www.fscs.org.uk

Conformity

When **you** read the policy **you** will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

Customer service information

Data Protection

We act as the Data Controller. How **we** use and look after the personal information is set out below.

Information may be used by **us**, the coverholder, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **us** to process **your** personal information to enable the performance of the insurance contract, to administer **your** policy of insurance and/or handle any insurance claim **you** may submit to **us** under this policy. The processing of **your** personal data may also be necessary to comply with any legal obligation **we** may have and to protect **your** interest during the course of any claim.

What we process and share

The personal data **you** have provided, **we** have collected from **you**, or **we** have received from third parties may include **your**:

- name; date of birth, residential address and address history.
- contact details such as email address and telephone numbers.
- financial and employment details.
- identifiers assigned to **your** computer or other internet connected device including **your** internet protocol (IP) address.
- health or criminal conviction information.
- vehicle or household details.
- any information which **you** have provided in support of **your** insurance claim.

We may receive information about **you** from the following sources:

- **your** insurance broker.
- from third parties such as credit reference agencies and fraud prevention agencies.
- from insurers, claims handling agents, witnesses, the Police (in regards to incidents) and solicitors
- directly from **you**.

You acknowledge that we may be required as a matter of law or regulation to disclose Personal Data provided to us to a Court of law or regulatory body such as the PRA or the FCA or Lloyd's or ELTO or any other public body or authority of competent jurisdiction and you consent to any such disclosure.

We will not pass **your** information to any third parties except to enable **us** to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **we** may need to share **your** information with the following third parties within the EU:

- solicitors or other claims handling agents appointed by **us** or by **you**
- underwriters and reinsurers
- fraud and crime prevention agencies, including the Police.
- other suppliers carrying out a service on **our**, or **your** behalf.

We will not use **your** information for marketing further products or services to **you** or pass **your** information on to any other organisation or person for sales and marketing purposes without **your** consent.

Data Retention

We will hold **your** details for up to seven years after the expiry of **your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **your** rights to:

- object to **our** processing of **your** personal data.
- request that **your** personal data is erased or corrected.
- request access to **your** personal data and data portability.
- complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **we** hold on **you**, there is no charge for this service.

If **you** have any questions about **our** privacy policy or the information **we** hold about **you** please contact **us** by telephone on 0330 165 2000 or by writing to us at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing info@premco.co.uk.

Headings

The section headings used in this policy are for reference purposes only and shall not affect the meaning or interpretation of the policy.

General definitions

The following definitions apply in all sections of this policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the policy or schedule. To help identify these words they will appear in **bold** in the policy wording.

Business

The business stated in the schedule.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility

Cyber act

Means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

Cyber incident

Means

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Cyber loss

Means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber act** or **Cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

Damage

Physical loss, destruction of or damage to the property insured.

Data

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

Data processing

Data processing system shall mean any computer or **data processing** equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Data processing media valuation

Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:

Should **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 **data** from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **data**. If the media is not repaired, replaced or restored the bases of valuation shall be the cost of the blank media. However this policy does not insure any amount pertaining to the value of such **data** to the Assured or any other party, even if such **data** cannot be recreated, gathered or assembled

ELTO

means the Employers' Liability Tracing Office or any successor body or bodies to it.

General definitions

Employee

Any person who is

- a) under a contract of service or apprenticeship with **you**;
- b) a labour master or supplied by a labour master;
- c) employed by labour only sub-contractors;
- d) self-employed and working for **you** and under **your** control;
- e) hired to or borrowed by **you**;
- f) supplied to **you** for the purposes of study, work or training experience;
- g) a prospective employee who is undergoing practical work experience whilst being assessed by **you** as to his or her suitability for employment;
- h) a voluntary helper while working under **your** supervision and control in connection with the **business**; or
- i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work.

whilst working for **you** in the course of the **business**.

Excess

This is the first part of any claim that **you** will have to pay after the application of all other terms and conditions of the insurance including average.

FCA

means the Financial Conduct Authority or any successor body or bodies to it.

Lloyd's

means Lloyd's of London or any successor body or bodies to it.

Money

Coins, bank and currency notes, postal and money orders, bankers' drafts, cheques, giro cheques, giro drafts, national giro payment orders, travellers cheques, crossed warrants, bills of exchange, securities for money but not cryptocurrency, postage revenue, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings certificates, national savings stamps, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps, VAT invoices, travel vouchers, travel tickets, airline tickets, uncrossed dividend warrants, consumer redemption vouchers, gift tokens, certificates of deposit and credit cards.

Period of insurance

The period from the effective date shown in the **schedule** until the expiry date shown in the **schedule** both dates based upon Greenwich Mean Time and inclusive. This includes any subsequent period for which **we** may accept payment for renewal of this policy.

Pollution

Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and all loss, **damage** or injury, directly or indirectly caused by such pollution or contamination.

PRA

means the Prudential Regulation Authority or any successor body or bodies to it.

Premises

The premises stated in the **schedule**.

Property

means material property.

Schedule

means the **schedule** of insurance which attaches to this policy.

Terrorism

means any act(s), of any person(s) or organisation(s) involving:

- a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- b) putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Unoccupied

Any building or part of any building which is unoccupied or not in use by **you** or any tenant of **you** for more than thirty consecutive days.

General definitions

We/us/our

Lloyd's syndicate 2987 managed by Brit Syndicates Limited

You/your/yours

The person or persons or corporate body named in the **schedule** and includes

- a) any subsidiary company which is named in the policy **schedule** operating in or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- b) at **your** written request
 - (i) any director or **employee of yours** while acting on behalf of or in the course of his employment or engagement by **you** in respect of liability for which **you** would have been entitled to insurance under this policy if the claim against any such person had been made against **you**
 - (ii) any officer member or **employee of yours**, social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
 - (iii) any director partner or senior official of **yours** in respect of private work carried out by any **employee of you** for any such person with **your** the consent
- c) in the event of **your** death **your** personal representatives in respect of liability incurred by **you** provided that such person shall, as though he were **you**, observe fulfil and be subject to the terms exceptions conditions and endorsements of this insurance as far as they can apply

Legislation

In this policy we make reference to various laws and statutes. There follows a brief description of each. This is intended for your information purposes only and is not part of the terms of this policy.

The laws and statutes referred to below shall apply as amended or replaced from time to time.

Consumer Protection Act 1987

Designed to protect consumers from products that do not reach a reasonable level of safety

Contracts (Rights of Third Parties) Act 1999

Makes provision for the enforcement of contractual terms by third parties.

Corporate Manslaughter and Corporate Homicide Act 2007

States that companies and organisations can be found guilty of corporate manslaughter or homicide if serious management failures cause a person's death and amount to a breach of a duty of care.

Data Protection Act 2018

Controls how an individual's personal information is used by organisations, businesses or the government.

Defective Premises Act 1972

Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.

Defective Premises (Northern Ireland) Order 1975

Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.

EU Environmental Liability Directive 2004/35/EC

Establishes a framework based on the "polluter pays" principle to prevent and remedy environmental damage.

Food Safety Act 1990

Provides the framework for all food legislation in Britain and sets out the duties of food producers and food handlers in relation to food safety.

Health and Safety at Work etc Act 1974

Places duties on all employers to ensure, so far as reasonably practicable, the health, safety and welfare at work of all employees.

Health and Safety at Work (Northern Ireland) Order 1978

Places duties on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees.

Road Traffic Act 1988

Consolidates certain enactments relating to road traffic, including road safety, construction and use of vehicles and equipment, licensing of drivers of vehicles, driving instruction and third-party liabilities.

Road Traffic Northern Ireland Order 1981

Relates to road traffic, including road safety, licensing of drivers of vehicles, regulation of motor vehicles, foreign vehicles and insurance against third-party liabilities.

How to intimate a claim

If **you** need to intimate a claim under Sections 1 – 7 of this insurance **we** have appointed the following Third Party Administrator to manage **your** claim on **our** behalf:

Broadspire

Second Floor
Ashton House
499 Silbury Boulevard
Milton Keynes
MK9 2AH

You may telephone Broadspire on 01908 302 214
You may email CPA at britukproperty@broadspiretpa.co.uk

Please quote your Premco policy number in all correspondence, this can be found on your **schedule**

If you wish to make a claim any other section please contact:

Premco Underwriting

Stanhope House
12 Stanhope Place
Edinburgh
EH12 5HH

You may telephone Premco on 0330 165 2000
You may email Premco at claims@premco.co.uk

You can download the relevant claim form from our website www.premcoclaims.co.uk

General conditions

Your right to complain

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact **us** or your broker where applicable. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time. Making a complaint does not affect any of your legal rights.

Your insurance policy is underwritten for Lloyd's Syndicate 2987 managed by Brit Syndicates Limited by Premier Commercial Limited, Premco is an Approved Coverholder at Lloyd's. If you wish to make a complaint about this insurance you should contact:

The Complaints Department
Brit Syndicates Limited
By email: BGS.Complaints@britinsurance.com
By telephone: 0044 (0) 20 385 70000
By facsimile: 0044 (0) 20 385 70001
By mail: The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AB

If your complaint cannot be resolved by the Complaints Department within two weeks, or if you have not received a response within two weeks you are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of your complaint and provide you with a written final response.

Lloyd's contact details are:

By email: complaints@Lloyd's.com
By telephone: 44 (0)20 7327 5696
By mail: Policyholder & Market Assistance, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, or if you have not received a written final response within eight weeks from the date Amlin received your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service who will independently consider your complaint free of charge.

The Financial Ombudsman Service contact details are:

By email: complaint.info@financial-ombudsman.org.uk
By telephone: 0207 964 0500 or from a mobile 0300 123 9123
By facsimile: 0207 964 0500
By mail: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

There is information regarding the Financial Ombudsman Service on its website which can be found at www.financial-ombudsman.org.uk

Please note:

- You must refer your complaint to the Financial Ombudsman Service within six months of the date of our final response
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees

General conditions

1. Maximum sums payable

We may at any time at **our** sole discretion pay to **you** the maximum sum payable under this policy or any lesser sums for which any claim or claims can be settled. If **we** do this, **we** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as **our** payment to **you** bears to the total payment made by **you** or on **your** behalf in settlement of the claim or claims.

2. Observance

It is a condition precedent to any liability that **you** comply with all the terms, conditions and endorsements of this policy and the truth of the statements and answers in the proposal except where it 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 compulsory insurance.

3. Non vitiation

This policy will not be vitiated or avoided

- a) so far as the facility agent is concerned, as a result of any misrepresentation, act or neglect or failure to disclose on the part of any insured party or any circumstance beyond an insured party's control; and
- b) so far as any finance party is concerned, for failure to pay any premium due without **us** first giving to the facility agent at least 14 days' notice in writing.

4. Care and prevention

It is a condition precedent that **you** shall take all care to prevent accidents and to maintain and keep in proper repair **your** premises, plant and everything used in the **business**. **You** shall make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances may require. **You** must also take all care to act in accordance with all statutory obligations and regulations and to employ only competent **employees**. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

5. Unoccupied property

We must be notified in writing immediately of any **unoccupied** building or **unoccupied** portion of a building insured that becomes occupied or any occupied building which becomes **unoccupied** or partially **unoccupied**. An additional premium and terms will be applied if required.

6. Security of unoccupied property

It is a condition of this insurance that you ensure in respect of property **unoccupied** for more than 30 days the following conditions are complied with unless otherwise agreed by **us** in writing.

- a) all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes)
- b) all water tanks, apparatus, pipes and heating other than those connected to automatic sprinkler systems must be drained down
- c) all reasonable precautions are taken to ensure that the buildings are secure against entry by intruders including:
 - i. securely locking and fastening all doors and windows
 - ii. any letter boxes being sealed
 - iii. setting all security and alarm protections in full operation and ensuring that the protections are in proper working order
- d) all waste refuse and other disused combustible materials will be cleared from the building and removed from the premises at least once a week
- e) tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the buildings becoming unoccupied
- f) the buildings must be inspected at least once every 7 days by the insured or the insureds nominee in order to inspect the premises both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections
- g) notice is to be given to us when any untenanted or unoccupied building (or part thereof) is again occupied

We shall not be liable for any damage or Injury arising out of or in connection with any works of alteration demolition refurbishment or renovation.

7. Alteration

This policy shall be avoided if

- a) any alteration after the commencement of this insurance increases the risk of injury, **damage** or liability; or
- b) **your** interest ceases except by will or operation of law unless **we** agree in writing to continue the policy.

8. Average

Wherever a sum insured is stated to be subject to average, if at the time of any **damage** such sum insured on any item of the property insured is less than the total value of such property, **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

General conditions

9. Cancellation

You may cancel this insurance at any time by giving notice to **your** broker, in writing, at the address shown in their correspondence.

We can cancel this insurance by giving you fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that **we** can no longer provide you with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

Provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

No refund will be allowed if **you** have made a claim, including a claim which is under consideration, or are aware of an incident which is likely to result in a claim.

Note that if the premium is shown in the Schedule as a minimum and deposit premium, **we** are not obliged to offer any refund at all.

10. Index linking

(Applies only to section 1 – Property damage and section 2 - Business interruption)

Renewal

Where the schedule states that index linking applies, **we** will adjust the amounts insured to take into account movements in the appropriate index shown below.

Building and tenants improvements items

The General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors.

Other items

The Producer Price Index for Home Sales of Manufactured Products issued by the Department for Trade and Industry.

Claims

For claims settlement purposes (except under section 2 - Business interruption) the adjustments set out above will continue during the **period of insurance** and the period of repair, replacement or reinstatement as long as the work is carried out and completed without undue delay.

NOTE: *If either of the above indices is not available **we** may select a suitable alternative.*

11. Discharge of liability

We may at any time pay the limit of indemnity or the sum insured (less any sum already paid) or any lower amount for which a claim can be settled. **We** shall be under no further liability except for the payment of costs and expenses incurred before the date of payment.

12. Excess

We shall not be liable for the amount of the **excess** stated in the schedule in respect of each and every loss calculated after the application of all other terms and conditions of this policy.

13. Identification

The policy, schedule, certificates and appendices shall be read together as one contract. Any word or expression to which a specific meaning has been given in any part of the policy, schedule or sections shall have the same meaning wherever it appears unless **we** state otherwise.

14. Adjustment of premium

If the premium has been calculated on estimates given by **you**, **you** must keep an accurate record of all relevant particulars which shall be available to **us** for inspection.

Within a reasonable time after the end of each **period of insurance**, **you** shall supply to **us** an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or returned to **you**.

If **you** do not supply such a statement within a reasonable time after the end of the **period of insurance**, **we** shall be entitled to charge an additional premium in respect of that **period of insurance**.

15. Instalments

If **you** are paying the premium through a loan taken out with a finance house and **we** cancel the policy due to non-payment of an instalment or any other reason, any refund of premium will be made directly to the finance house.

General conditions

In the event of a default, the cancellation will be effective from the day the finance house advises **us** of the default.

16. Contract (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

17. Choice of law

There is a choice of law which can apply to this policy but the pre-contractual offer by **us**, subsequent acceptance by **you** and the contract itself have been made on the basis of English law and this can only be amended with the express written agreement of both parties to the contract.

18. Law interpretation

The proper law for the interpretation of the construction and language of this policy is English law and the courts of England and Wales alone shall have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

19. Tax

You will pay any tax due on the premium in accordance with current legislation.

20. Employers' Liability Tracing Office

By entering into this insurance policy **you** will be deemed to specifically consent to the use of **your** insurance policy data in the following way and for the following purposes.

1. Certain information relating to **your** insurance policy including, without limitation,

- a) the policy number(s);
- b) employers' names and addresses (including subsidiaries and any relevant changes of name);
- c) dates of cover;
- d) employer's reference numbers provided by Her Majesty's Revenue and Customs; and
- e) Companies House reference numbers (if relevant)

will be provided to the Employers' Liability Tracing Office (**ELTO**) and added to an electronic database (**database**).

2. This information will be made available by **us** to **ELTO** in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

3. The **database** will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (**claimants**)

- a) to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
- b) to identify the relevant employers' liability insurance policies.

4. The **database** will be managed by **ELTO**.

5. The **database** and the data stored on it may be accessed and used by **claimants**, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

Claims conditions

1. If any claim is in any respect fraudulent or if **you** or anyone acting on **your** behalf use any fraudulent means to obtain any benefit under this policy or deliberately cause **damage** all benefit under this policy shall be forfeited from the date of the fraudulent act.
2. If **you** wish to intimate a claim under the terms of this policy the following conditions precedent to our liability will apply:
 - a) it is a condition precedent that **you** give notice in writing without delay of anything which may give rise to any claim being made against **you** and for which there may be liability under this policy. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full. Details of how to give this notice are given on page 8.
 - b) It is a condition precedent that **you** give notice in writing without delay when any claim is actually made against **you** (whether written or oral) and for which there may be liability under this policy. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full. Details of how to report a claim are given on page 8.
 - c) It is a condition precedent that **you** advise **us** in writing without delay if at any time **you** know of any impending prosecution, inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full. Details of how to give this notice are given on page 8.
 - d) It is a condition precedent that **you** shall without delay provide **us** with such particulars and information as **we** may require in relation to any occurrence or claim notified to **us**, and shall forward to **us**, without delay on receipt, every letter, claim form, writ, summons, process, or any other legal papers. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.
3. **We** will not pay any claim under this policy unless **you** have complied with the terms of condition 2.
4. If **we** choose or are required to reinstate or replace any property, **you** shall at **your** own expense give **us** all such plans, documents, books and information as **we** may reasonably require.
We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to pay out more than the sum insured on any item.
5.
 - a) In the event of any **damage** for which a claim is or may be made under this policy, **we** and any person authorised by **us** may without incurring any liability or diminishing **our** right to rely upon any conditions of this policy enter, take or keep possession of the building or **premises** where the **damage** has happened and any property insured under this policy.
If **you** or anyone acting on **your** behalf does not comply with **our** requirements or hinders or obstructs **us** in doing any of the above then all benefit under this policy shall be forfeited. **You** shall not in any case be entitled to abandon any property to **us** whether **we** take possession of it or not.
 - b) **You** or anyone acting on **your** behalf must not make any admission, offer, promise or payment without **our** written consent. **We** have the right 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 **we** shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
 - c) **You** shall give all such assistance as **we** may require.
6. Any claimant under this policy shall at **our** request and expense do and allow all such acts and things as **we** may reasonably require for the purpose of enforcing any rights and remedies **we** may have of obtaining recovery or indemnity from third parties, irrespective of whether **we** require this before or after **we** indemnify **you**.
7. **You** must send **us** unanswered every letter, claim, writ, summons and process in connection with the incident immediately on receipt. **You** shall also give **us** written notice immediately **you** know of any prosecution or inquest in connection with any occurrence which may give rise to a claim under this policy.
8. If at the time of any claim there is any other insurance covering **your** interest in the property damaged or the same legal liability, **our** liability under this policy shall be limited to its rateable proportion of such claim.
If the other insurance is subject to any condition of average this policy, if not already subject to any condition of average, shall be subject to average in the same way.
If any other insurance effected by **you** or on **your** behalf covers any of the property insured but is subject to any provision which excludes it from ranking concurrently with this policy either in whole or in part or from contributing rateably to the **damage**, **our** liability under this policy shall be limited to such proportion of the **damage** as the sum insured bears to the value of the property.
9. *Not applicable to section 3 – Property owners’ liability and section 4 - Employers’ liability*
If any difference as to the amount to be paid under this policy (liability being otherwise admitted) arises, it may be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is referred to arbitration the making of any award shall be a condition precedent to any right of action against **us**.

General exclusions

This policy does not cover the following.

1. The failure of any computer system, whether or not **your** property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any computer system relating to date or time compliance.
2. Any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.
3. Any liability assumed by **you** under any express warranty, agreement or guarantee unless such liability would have attached to **you** irrespective of such express warranty or guarantee.
4. Death, disablement or **damage** to any property whatsoever, any loss or expense whatsoever resulting or arising therefrom, any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components; or
 - c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

NOTE

- 1) When related to section 4 – Employers' liability paragraphs a) and b) shall only apply in respect of bodily injury to an **employee** when **you** under a contract or agreement have undertaken
 - i) to indemnify another party; or
 - ii) to assume the liability of another party

in respect of such bodily injury.

5. *Not applicable to section 3 – Property owners' liability or section 4 – Employers' liability*
Damage directly or indirectly caused by or arising out of terrorism. This exclusion also excludes loss, damage, costs or expenses of whatsoever nature directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
If **we** allege that by reason of this exclusion any loss, **damage** or expense is not indemnified by this insurance, the burden of proving to the contrary shall be upon **you**.
6. *Not applicable to section 3 – Property owners' liability or section 4 – Employers' liability.*
Damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
7. *Not applicable to section 3 – Property owners' liability or section 4 – Employers' liability.*
The following items unless specifically mentioned.
 - a) **Money**, jewellery, precious stones, precious metals (except where parts of machinery or tools) bullion, bonds, furs, curiosities, rare books or works of art.
 - b) Goods held in trust or on commission, documents, manuscripts, business books, computer systems, records, explosives, video tapes or cassettes for sale or hire.
 - c) Property in transit.
 - d) Patterns, models, moulds, plans and designs.
8. **Damage** or consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.
9. *Not applicable to section 3 – Property owners' liability or section 4 – Employers' liability*
Any liability caused by or arising out of **pollution**.
10. *Not applicable to section 4 – Employers' liability*
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 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 consequence to a loss.

General exclusions

11. Property cyber and **data** exclusion

11.1 Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes any:

11.1.1 **cyber loss**;

11.1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

11.3 This endorsement supersedes and, if in conflict with any other wording in the policy or any endorsement thereto having a bearing on **cyber loss** or **data**, replaces that wording.

12. **Communicable disease** exclusion

12.1. This policy does not insure any loss, **damage**, liability, **injury**, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.

12.2. For the purposes of this endorsement, loss, **damage**, liability, **injury**, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean up, detoxify, remove, monitor or test:

12.2.1. for a **communicable disease**, or

12.2.2. any property insured hereunder that is affected by such **communicable disease**.

12.3. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage

Section 1 – Property damage

Definitions

The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Buildings

(Applies also to Section 2 - Business interruption)

- a) Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise stated in the schedule).
- b) Landlords' fixtures and fittings (including fixed glass and fitted carpets) and 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 including seasonal items introduced to shopping centres.
- d) Gangways, pedestrian malls and pedestrian access bridges.
- e) Small outside buildings, extensions, annexes, gangways.
- f) Walls, car parks, roads, pathways and loading bays.
- g) **Services**
- h) Roads, pavements, car parks and hardstanding.
- i) Landscaping excluding trees, shrubs, plants, turf and external ponds and lakes but including garden furniture, ornaments and statues.
- j) Patios, terraces, footpaths, swimming pools, tennis courts and drives.
- k) **Landlords' contents** up to a limit of 25,000 GBP unless specifically insured on the schedule.

Property insured

Buildings, landlords' contents, all other contents and other property at the **premises** (subject to any specific exclusions) all as defined below or more fully described in the schedule and all belonging to **you** or for which **you** are responsible but excluding

1. property which is more specifically insured.
2. unless specifically notified to and accepted by **us** as insured
 - a) land, piers, jetties, bridges, culverts or excavations; and
 - b) livestock, growing crops or trees unless they form part of all other property.

Landlord's contents

Furniture, furnishings, building management systems, security equipment and other similar property or property for which **you** are responsible all whilst contained in or on the **buildings**.

Services

Telephone, gas, electricity, water mains, drains and sewers, electrical instruments, meters, piping, cabling and the accessories thereto providing services to or from the **buildings** and for which **you** are responsible.

Insuring clause

We will at **our** option pay for, repair or reinstate any **property insured** that sustains **damage** at the **premises** directly caused by any of the covers listed below provided they are shown as applying in the schedule during the **period of insurance**.

Our liability in any one **period of insurance** shall not exceed

- a) the total sum insured;
- b) in respect of any item its sum insured; or
- c) any other stated limit of liability.

Covers

1. **Fire, lightning and explosion** but not **damage** caused by
 - i) earthquake, subterranean fire, riot, civil commotion.
 - ii) its undergoing any heat process or any process involving the application of heat.
 - iii) explosion of non – domestic steam pressure machinery or equipment under **your** control.
2. **Aircraft** or other aerial devices or articles dropped from them but not **damage** caused by
 - i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 - ii) fire.
3. **Riot, civil commotion, strikers, locked out workers** or persons taking part in labour disturbances or **malicious persons** but not **damage** arising from
 - i) confiscation, requisition or destruction by order of the government or any public authority.
 - ii) stopping work.

Section 1 – Property damage

- iii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
 - iv) theft or attempted theft directly caused by malicious persons to any **building** which is **unoccupied** for more than 30 consecutive days.
 - v) **damage** caused by tenants.
4. **Earthquake or subterranean fire.**
5. **Storm but not damage**
- i) caused by lightning, frost, subsidence, ground heave or landslip.
 - ii) in respect of movable property in the open, fences and gates.
6. **Flood but not damage**
- i) attributable solely to change in the water table level.
 - ii) caused by lightning, frost, subsidence, ground heave or landslip.
 - iii) in respect of movable property in the open, fences and gates.
7. **Escape of water or oil from any tank apparatus or pipe but not damage**
- i) by water discharged or leaking from any automatic sprinkler installation.
 - ii) in respect of any **building** which is **unoccupied** for more than 30 consecutive days.
8. **Accidental escape of water from any automatic sprinkler installation in the premises but not damage** caused by
- i) freezing whilst the **building** is **unoccupied** for more than 30 consecutive days.
 - ii) explosion, earthquake, subterranean fire or heat caused by fire.
9. **Impact** by any road or rail vehicle or animal.
10. **Accidental damage** but not
- i) **damage** caused by
 - a) any of the covers specified above.
 - b) the causes expressly excluded from the covers specified above whether or not insured.
 - c) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
 - d) faulty or defective workmanship, operational error or omission on the part of **you** or any **employee** but this shall not include subsequent **damage** which itself results from a cause not otherwise excluded.
 - e) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
 - f) change in temperature, colour, flavour, texture or finish.
 - g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services.
 - h) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
 - i) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude subsequent **damage** so long as it is not excluded above.
 - j) **pollution** or contamination.
 - k) normal settlement or bedding down of new structures.
 - l) acts of fraud or dishonesty.
 - m) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
 - n) **damage to a building** or structure caused by its own collapse or cracking.
 - o) any process of production, packing, treatment, testing, commissioning, servicing or repair.
 - p) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.
 - ii) **damage** to
 - a) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
 - b) vehicles licensed for road use (including accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
 - c) property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy.
 - d) glass.
 - e) any **building** or structure caused by its own collapse or cracking.
11. a) **Glass breakage** at the **premises** all being plain sheet or plain plate glass unless stated otherwise in the schedule including the cost of boarding up and any lettering and artwork.
- b) **Damage to**
- i) the contents of display windows;
 - ii) windows and doorframes, vitrolite, marble, marmarile and similar materials, intruder alarm foils and other detection devices and circuits;

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- iii) electric light fittings; or
- iv) neon and illuminated signs

as a direct result of **glass breakage** as defined under paragraph 11a) provided that **our** liability shall not exceed 2,500 GBP in total.

12. **Breakage of fixed sanitaryware** but not breakage or **damage**

- i) in vehicles, vending machines or to stock in trade.
- ii) in any **building** which is **unoccupied** for more than 30 consecutive days.
- iii) in transit or while being fitted.
- iv) due to settlement, expansion or contraction of frames or fittings in **buildings** under construction and during a period of six months after the date of completion.
- v) existing before the start of the **period of insurance**.
- vi) of neon and illuminated signs and electric light fittings.
- vii) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
- viii) of bulbs or tubes unless the signs or fittings are also damaged.
- ix) caused by fire or explosion.

13. **Theft or attempted theft** but not **damage**

- i) which does not involve
 - a) entry to or exit from a **building** by forcible and violent means; or
 - b) actual or threatened assault or violence.
- ii) from any part of the **building** not occupied by **you** for the purpose of the **business**.
- iii) from the open or from any outbuilding not communicating with the main **building** unless otherwise specified.
- iv) to property in transit.
- v) to **money** and securities of any description.

14. **Subsidence, ground heave or landslip** of any part of the site on which the property stands but not **damage**

- i) to yards, car parks, roads, pavements, walls, gates and fences unless also affecting the structure of a **building**.
 - ii) caused by
 - a) normal settlement or bedding down of new structures.
 - b) settlement or movement of made up ground.
 - c) coastal or river erosion.
 - d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.
 - iii) which originated before the inception of this cover.
 - iv) resulting from
 - a) demolition, construction, structural alteration or repair of any property; or
 - b) groundwork or excavation
- at the same **premises**.

Special condition to cover 14

- a) **You** must notify **us** immediately **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
- b) **We** shall then have the right to vary the terms or cancel this cover.

Excess

An **excess** applies to the covers under this section as shown in the schedule.

Section 1 – Property damage

Extensions of cover

1. Additional metered water or gas charges

We will pay for costs incurred by **you** as a result of **damage** except those in respect of any loss which has not been discovered and remedial action taken within 30 days of occurrence of the **damage**.

We will not pay more than 25,000 GBP any one claim.

2. Additional sprinkler costs

We will pay for the costs incurred in upgrading an automatic sprinkler installation to the current Loss Prevention Council (LPC) Rules solely as imposed upon **you** by **us** following **damage** to the **buildings** provided that at the time of **damage** the installation conformed

- a) to the 28th or 29th Edition Rules; or
- b) to the LPC Rules current at the time of installation but did not conform to subsequent amendments to those rules.

3. Additions

The insurance extends to include alterations, additions and improvements to **buildings** anywhere in the United Kingdom to the extent that they are not insured elsewhere subject to the following.

- a) Cover under this extension in any one situation is limited to the value of the alterations, additions or improvements but not exceeding 10% of the sum insured on **buildings** or 2,000,000 GBP whichever is the lesser.
- b) **You** must pay the appropriate additional premium from the date on which the items become **your** responsibility.

4. Automatic reinstatement after a loss

Unless **we** advise **you** to the contrary, **our** liability shall not be reduced by the amount of any loss as long as

- a) **you** pay the appropriate additional premium for reinstatement of cover; and
- b) **you** carry out any reasonable recommendations **we** put forward to prevent further loss.

If the **damage** is by theft (if insured) automatic reinstatement shall apply once in each **period of insurance**.

5. Clearing of drains

We will pay for costs and expenses necessarily incurred in clearing, cleaning and repairing drains, gutters, sewers and the like at **your premises** and in the immediate vicinity for which **you** are responsible in consequence of **damage**.

We will not pay more than the sum insured.

6. Contract works

We will pay for contract works to the extent to which **you** have contracted to arrange cover subject to a limit of 100,000 GBP any one claim at any **premises** and excluding the first 250 GBP or each and every loss. This insurance shall only apply in so far as the contract works are not otherwise insured.

7. Contracting purchaser's interest

If at the time of **damage**, **you** have contracted to sell **your** interest in any **building** insured and the purchase has not been but will be completed, the purchaser on completion shall be entitled to benefit under this policy without prejudice to the rights and liabilities of **you** or **us** from the date of the **damage** until completion as long as the purchaser has not otherwise insured the **building** against such **damage**.

8. Contractor's interest

Where **you** are required to effect insurance on the **buildings** in the joint names of **yourselves** and the contractor under the terms of a contract condition, then the interest of the contractor in the **buildings** as a joint insured is noted, subject to details of any single contract valued in excess of 100,000 GBP having been advised to **us** before work commences and an additional premium being paid as appropriate.

9. Debris removal

We will pay for costs and expenses **you** necessarily incur with **our** consent for

- a) removing debris from,
- b) dismantling and/or demolishing,
- c) shoring or propping up of
- d) clearing, cleaning or repairing **services** to

those parts of the **property insured** damaged by any cover insured.

We will not pay

- i) more than the sum insured for each item.
- ii) for any costs or expenses
 - a) incurred in removing debris except from the site of property damaged and the area immediately adjacent to it;
 - b) arising from **pollution** or contamination of property not insured by this policy; or
 - c) in respect of **damage** which occurred before the granting of cover under this insurance.

Section 1 – Property damage

10. Designation of property

For the purpose of determining the heading under which any property is insured, **we** agree to accept the designation under which such property has been entered in **your** books.

11. European Union and public authorities' requirements

We will pay for the additional cost of rebuilding or repair as may be incurred with **our** consent in complying with any regulations or requirements of the European Union, public authority or other statutory requirements first imposed upon **you** following the **damage**. However, **we** shall not be liable in respect of any rate, tax, duty, development or other charge or assessment which may arise out of any capital appreciation as a result of complying with any of the requirements referred to in this extension.

12. Failure of third party insurances

(applicable to **buildings** and rent of the **buildings**).

We will pay for **damage** to **buildings** or loss of rent in accordance with the terms, conditions, exclusions, provisions and definitions of this policy at the premises defined below, but only to the extent that the lessee or freeholder is unable to recover such amount, equivalent to that which could be payable under this policy if the lessee or freeholder were the insured, as a result of

- a) the lessee or freeholder having failed to arrange or maintain insurance to comply with the terms of the lease; or
- b) the lessee or freeholder having failed to insure for an adequate amount whether the amount insured had been approved by **you** or not

but excluding any payments in respect of **damage** or loss of rent that **you** recover from any other party.

We will not pay more than 500,000 GBP any one premises.

No amount will be recoverable

- i) due to the operation of any excess or deductible under any more specific insurance;
- ii) where the lessee or freeholder's policy fails due to the breach of any condition or warranty contained within their policy as a result of **your** action;
- iii) due to the failure of the lessee or freeholder to make or pursue a legitimate insurance claim; or
- iv) unless **you** carry out at least annually 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.

For the purpose of this clause, "premises" is defined as all **your** properties anywhere in the United Kingdom which are leased to or by **you** but not specifically insured or referred to elsewhere under this policy and where the lessee or freeholder is responsible for arranging insurance under the terms of a lease with **you**.

Special conditions

- A. **We** will not pay for rent unless the **building** to which the rent relates is damaged so as to be rendered unfit for occupation and then only for such proportion of the rent payable as may be equivalent to the period necessary for reinstating the **damage** sustained but not exceeding 36 months.
- B. This clause will only take effect if **we** are the sole provider of **buildings** insurance in respect of **your** properties owned in connection with the **business** and where **you** have an obligation to arrange such insurance.

13. Fire extinguishing expenses

We will pay for the reasonable costs incurred by **you**

- a) for refilling fire-extinguishing appliances and replacing any used sprinkler heads solely in consequence of **damage**.
- b) in extinguishing operations in order to minimise loss.
- c) for **damage** to lawns, trees, shrubs and gardens caused by extinguishing operations.

14. Fire protection equipment

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 **us** are carried out and any defects revealed by such tests are promptly remedied; and
- c) **our** written consent is obtained to any proposed changes, repairs or alterations to any sprinkler or alarm installation.

15. 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, **we** will pay for

- a) the reasonable costs incurred by **you** with **our** prior consent in establishing whether or not such **damage** has occurred.
- b) 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 such **damage** for which **we** are liable.

We will not pay more than 25,000 GBP any one claim.

Section 1 – Property damage

16. General interest clause

The interests of freeholders, lessees, mortgagees or debenture holders in the property insured by this policy are noted in the insurance provided by the policy subject to their names being disclosed to **us** by **you** in the event of any claim arising.

17. Index linking

Where indicated in the schedule, the sum insured will be adjusted during the **period of insurance** in accordance with fluctuations in suitable indices of cost.

In the event of loss, the sum insured will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided that repair or reinstatement is carried out without unreasonable delay. The premium will remain unchanged during the **period of insurance** but at each renewal the premium will be calculated on the revised sum insured.

18. Inflation provision (day one basis)

a) Subject to the following special conditions, the basis upon which the claim will be settled for material **damage** will be the reinstatement of the property damaged.

For this purpose "reinstatement" means

- i) the rebuilding or replacement of property lost or destroyed which, provided **our** liability is not increased, may be carried out in any manner suitable to **you** or on another site; or
- ii) the repair or restoration of property damaged in either case to a condition equal to but not better or more extensive than its condition when new.

b) The premium has been calculated according to the declared value which **you** gave to **us**.

"Declared value" means **your** assessment of the cost of reinstatement of the **property insured** arrived at in accordance with paragraph a i) at the level of costs applying at the inception of the **period of insurance**. **You** should ignore any inflationary factors which may operate subsequently. **You** should also make an allowance for

- i) the additional cost of reinstatement to comply with public authority requirements;
- ii) professional fees; and
- iii) debris removal costs.

Special conditions

1. **You** will notify **us** of the declared value of the **property insured** for each item at the beginning of each **period of insurance**. In the absence of the declaration, the last amount declared by **you** will be taken as the declared value for the ensuing **period of insurance**.

2. If at the time of **damage** the declared value of the property is less than the cost of reinstatement (as defined in paragraph b) above) at the inception of the **period of insurance**, then **our** liability for the **damage** shall not exceed that proportion of the amount of the **damage** which the declared value bears to the cost of reinstatement.

3. **Our** liability for the reinstatement of property partly damaged shall not exceed the amount which would have been payable had such property been wholly destroyed.

4. No payment beyond the amount which would have been payable in the absence of this clause shall be made

- a) unless reinstatement commences and proceeds as quickly as possible;
- b) until the cost of reinstatement shall have been actually incurred; or
- c) if the **property insured** at the time of its **damage** shall be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement.

5. All the other terms and conditions of the policy shall apply

- a) in respect of any claim payable under this clause unless they are varied.
- b) where claims are payable as if this clause had not been incorporated except that the sum insured shall be limited to the percentage of the declared value stated in the schedule.

19. Landscaping

We will pay for costs and expenses incurred with **our** consent in making good landscaped gardens or grounds at the **premises** damaged by any cover insured but excluding

1. the cost of movement of soil other than as necessary for surface preparation.
2. the failure of trees, shrubs or turf to become established following replanting.
3. the failure of seeds to germinate.

We shall not be liable for the first 1,000 GBP or the amount of the **excess** stated in the schedule whichever is the greater in respect of each and every loss arising from **damage** caused by storm, flood or malicious persons (other than by fire or explosion) not acting on behalf of or in connection with any political organisation.

Section 1 – Property damage

We will not pay more than 25,000 GBP or 10% of the sum insured by the relevant item (whichever is the lesser) any one claim.

20. Loss minimisation and prevention expenditure

We will pay for costs and expenses incurred by **you** with **our** consent for the sole purpose of avoiding or diminishing the amount of a loss following **damage** which but for that expenditure would have occurred.

We will not pay more than 25,000 GBP any one claim.

21. Loss of market value

If:

- a) **you** choose not to repair or rebuild, **we** will pay to **you** the reduction in market value of the **buildings** immediately following **damage** but not exceeding the amount that would have been payable had the **buildings** been repaired or rebuilt.
- b) as a result of **damage**, **you** are required to rebuild or reinstate the **buildings** in a manner different from that immediately before **damage** solely to comply with any regulations or requirements of the European Union, public authority or other statutory requirements (as shown under extension 11 and as a result there is reduction in market value, **we** agree to pay
 - i) the cost of repairing or reinstating the **buildings**; and
 - ii) a cash settlement representing the reduction in market value

so that the total payment made is no greater than the amount that would have been payable had the **buildings** been repaired or reinstated in an identical manner to their condition immediately before the **damage**.

The above are subject to the following.

- i) The total amount recoverable under any item of the policy shall not exceed its sum insured; and
- ii) all other terms and conditions of the policy shall apply as if they had been incorporated in this clause.

22. Mortgagees and lessors

Any increase in the risk of **damage** resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any **buildings** insured by this policy will not prejudice the interest of any mortgagee, freeholder or lessor provided that

- a) such increase in risk is without their prior knowledge or authority;
- b) **we** are notified immediately they become aware of such increase in risk; and
- c) **you** pay any additional premium required.

23. Non-invalidation

This insurance shall not be invalidated by any act, omission or alteration whereby the risk of **damage** is increased unknown to or beyond **your** control provided that immediately **you** become aware of it **you** tell **us** and pay any additional premium required.

24. Other interests

The interest of various lessees, freeholders, mortgagees or debenture holders in the **property insured** are noted at **your** request. **You** undertake to declare the names, nature and extent of such interests at the time of **damage**.

25. Privity of contract

We will pay for all such sums as **you** become legally liable to pay and will pay as indemnity to any tenant in respect of the repair or reinstatement of **premises** previously owned but which are no longer **your** property and where the current owner has failed to maintain adequate insurance cover, subject to the special conditions stated below.

Special conditions

- a) The insurance by this clause will not contribute in respect of any more particular insurance effected by the new owner, tenants or sub-tenants.
- b) **You** will take all reasonable and appropriate steps to obtain release from **your** liabilities under the covenants to insure such property on its disposal.

26. Professional fees

The sum insured for each item on **buildings** and **landlord's contents** includes an amount for professional fees necessarily and reasonably incurred in the reinstatement of the **property insured** but not for preparing any claim.

27. Reinstatement to match

Where a **building** has suffered **damage**, **you** may replace, repair or restore the property with equivalent property which employs current technology and replacement, repair or restoration shall not for the purposes of this policy be regarded as being better or more extensive than when new.

This policy further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced, repaired or restored, provided that **our** total liability is not increased beyond the amount that would otherwise have been payable for the replacement, repair or restoration of the property destroyed or damaged in its original form.

When the **buildings** are damaged or destroyed in part only, **our** liability shall not exceed the sum representing the cost which **we** could have been called upon to pay for reinstatement if such property had been wholly destroyed.

Section 1 – Property damage

28. Replacement locks

We will pay for the reasonable expenses necessarily incurred in replacing locks to the **buildings** or safes or strongrooms in them for which **you** are responsible consequent on

- a) the theft of keys; and
- b) reasonable evidence that the keys have been duplicated by an unauthorised person.

We will not pay more than 2,500 GBP any one claim.

29. Residential property

In the event of any **damage** resulting in

- a) a residential **building** or residential portion of any **building** being uninhabitable; or
- b) access being prevented to such property

we will pay for rent receivable as defined in section 2 – Business interruption and the reasonable additional cost of comparable accommodation incurred by the lessee or owner for any resident, including pets, who normally live in the **building** until the property is habitable or accessible.

We will not pay more than 25% of the sum insured applicable to the residential **building** or residential portion of the **building** concerned in the aggregate during any one **period of insurance**.

30. Subrogation waiver

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

- a) any company standing in relation of parent (subsidiary to parent) to **you** as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**; or
- b) any company which is a subsidiary of a parent company of which **you** are a subsidiary as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**.
- c) any tenant, lessee or managing agent in respect of **damage** applicable to the **premises** unless such **damage** arises out of a criminal or malicious act of the tenant, lessee or managing agent.

31. Temporary removal

We will pay for **damage** to any landlords' fixtures and fittings or other property within the definition of **buildings** not otherwise insured whilst temporarily at other premises for cleaning, renovation or repair or other similar purposes and whilst in transit by road, rail or inland waterway.

We will not pay more than 25,000 GBP for any one claim.

32. Trace and access

In the event of **damage** resulting from escape of water or oil as covered by this policy, **we** will pay for the costs necessarily and reasonably incurred in locating the source of such **damage**.

We will not pay more than 2,500 GBP any one claim.

33. Tree removal

We will pay for costs and expenses incurred in removing fallen trees and branches from the **premises** resulting from any of the covers insured under this policy.

We will not pay more than 500 GBP any one claim or 2,500 GBP in the aggregate during any one **period of insurance**.

34. Value Added Tax (VAT)

The insurance by each item on **buildings** extends to include Value Added Tax paid by **you** which is not subsequently recoverable subject to the following.

- 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) **We** have paid or agreed to pay for the **damage**.
 - iii) If payment made by **us** in respect of reinstatement or repair of such **damage** is less than the actual cost of reinstatement or repair, any payment under this provision resulting from the **damage** shall be reduced in like proportion.
 - iv) An allowance has been made in the sum insured for Value Added Tax where necessary, it being understood that **you** will still be entitled to indemnity if such allowance has inadvertently not been made.
- 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, **we** will not pay more than the amount of tax that would have been payable had the **buildings** been rebuilt on their original site.
- d) **We** will not pay for amounts payable by **you** as penalties or interest for non-payment or late payment of tax.

For the purpose of paragraph c), rebuilding costs shall be exclusive of Value Added Tax.

Section 1 – Property damage

Our liability may exceed the sum insured by an item or in the whole the total sum insured where such excess is solely in respect of Value Added Tax.

35. **Workmen**
Workmen may be employed for repairs and minor structural alterations in any of the **buildings** without prejudice to the insurance.

Special provisions

1. **Rebuilding on another site**
The **buildings** may be wholly or partially rebuilt upon another site and in any manner suitable to **your** requirements provided that it does not increase **our** liability.
2. **Delays in rebuilding**
We shall not be liable for increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with any regulations or requirements of the European Union, public authority or other statutory requirements unless such delays are wholly outside **your** control.
3. **Our option to rebuild**
We may at **our** option rebuild or restore the **buildings** destroyed or portions damaged but without being bound to rebuild or restore the property exactly or completely and only as circumstances permit and in reasonably sufficient manner. **You** shall at **your** own expense produce and give to **us** all such plans, documents, books and information as **we** may reasonably require.
4. **Condition of average (underinsurance)**
The sum insured by each item of this section (other than those applying solely to fees, removal of debris or private dwelling houses) is declared to be separately subject to average.
If, at the time **damage** occurs, the total of the declared value by all **buildings** insured is less than the insurable amount then the amount otherwise payable shall be proportionately reduced.
 - a) Declared value shall mean the base value shown in the schedule excluding any provision for inflation but if the loss is settled under the Inflation provision (Day 1) clause, the declared value shall be 130% of the base value.
 - b) The insurable amount shall be the total of the Day one rebuilding value of all **buildings** insured.
 - c) Day one rebuilding value shall mean the total cost of reinstating the **buildings** insured to a condition substantially the same as when new at the level of costs applying at the beginning of the **period of insurance** in which the **damage** occurred.
5. **Seventy two hour provision**
In respect of covers 5 - Storm, 6 - Flood, 7 - Escape of water or oil and 8 - Accidental escape of water from a sprinkler installation only, **damage** occurring continuously or intermittently during any period of seventy two hours shall be deemed to constitute one loss at each separate **premises** for the purpose of the application of the **excess**.

Supplementary conditions

1. **Security requirements**
The following security precautions apply in respect of **buildings** occupied by **you**, for which the security is the direct responsibility of **you** or **your** agents or in respect of any empty or disused **buildings** of which **we** have been notified.
 - a) Any additional protection required by **us** shall be fitted in accordance with **our** requirements and, together with all other devices for the protection of the **property insured**, shall be kept in good order and put into full and effective operation whenever the **premises** are closed for business or are left unattended.
 - b) All keys, including duplicate keys, relative to the security of a portion of the **premises** or to any safe or strong room containing **property insured** shall be removed from that portion of the **premises** whenever they are closed for business or left unattended.
2. **Reinstatement**
Subject to the following special conditions, the basis upon which the amount payable in respect of **buildings** and **landlords' contents** is to be calculated shall be the reinstatement of the property lost, destroyed or damaged.
For this purpose "reinstatement" means
 - a) the rebuilding or replacement of property lost or destroyed which, provided **our** liability is not increased, may be carried out
 - i) in any manner suitable to **your** requirements; or

Section 1 – Property damage

- ii) upon another site; or
- b) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special conditions

- a) **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- b) No payment beyond the amount which would have been payable in the absence of this condition shall be made
 - i) unless reinstatement commences and proceeds without unreasonable delay;
 - ii) until the cost of reinstatement shall have been actually incurred; or
 - iii) if the **property insured** at the time of its **damage** shall be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement.
- c) All other terms and conditions of the policy shall apply
 - i) in respect of any claim payable under the provisions of this condition; or
 - ii) where claims are payable as if this condition had not been incorporated.
- d) 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 condition exceeds its sum insured at the commencement of any **damage**, **our** liability shall not exceed that proportion of the amount of the **damage** which said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

Paragraph d) above does not apply to **buildings** and contents indicated in the schedule to be indexed linked.

Section 2 – Business interruption

Definitions

The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Note 1

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.

Note 2

For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Buildings

See Property damage section for definition.

Consequential loss

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of **damage** to property used by **you** at the **premises** for the purpose of the **business**.

Incident

Damage to property used by **you** at the **premises** for the purpose of the **business**.

Indemnity period

The period beginning with the occurrence of the **incident** and ending not later than the **maximum indemnity period** thereafter during which the results of the **business** shall be affected in consequence of the **incident**.

Maximum indemnity period

As stated in the schedule.

Rent receivable

The **money** paid or payable to **you** for accommodation and services provided in course of the **business** at the **premises**.

Unoccupied

Any **building** or part of any **building** that has not been lived in continuously or in use by **you** or any authorised person.

Insuring clause

If any **building** or other property used by **you** at the **premises** for the purpose of the **business** suffers **damage** by any of the covers specified in the schedule and there is a **consequential loss**, **we** will pay **you** in respect of each item in the schedule the amount of the loss provided that

1. at the time of the happening of the **damage** there is in force an insurance covering **your** interest in the property at the **premises** against such **damage** and that
 - a) payment has been made or liability admitted; or
 - b) payment would have been made or liability admitted but for the operation of a clause in such insurance excluding liability for losses below a specified amount.
2. **our** liability under this section shall not exceed
 - a) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the schedule at the time of the **damage**.
 - b) the sum insured remaining after deduction for any other **consequential loss** occurring during the same **period of insurance** unless **we** have agreed to reinstate any such sum insured.

during the **period of insurance**.

Covers

1. **Fire, lightning and explosion** but not **consequential loss** caused by
 - i) earthquake, subterranean fire, riot, civil commotion.
 - ii) its undergoing any heat process or any process involving the application of heat.
 - iii) explosion of non – domestic steam pressure machinery or equipment under **your** control.
2. **Aircraft** or other aerial devices or articles dropped from them but not **consequential loss** caused by
 - i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 - ii) fire.

Section 2 – Business interruption

3. **Riot, civil commotion, strikers, locked out workers** or persons taking part in labour disturbances or **malicious persons** but not **consequential loss** arising from
 - i) confiscation, requisition or destruction by order of the government or any public authority.
 - ii) stopping work.
 - iii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
 - iv) theft or attempted theft directly caused by malicious persons to any **building** which is **unoccupied** for more than 30 consecutive days..
 - v) **damage** caused by tenants.
4. **Earthquake** or **subterranean fire**.
5. **Storm** but not **consequential loss**
 - i) caused by lightning, frost, subsidence, ground heave or landslip.
 - ii) in respect of movable property in the open, fences and gates.
6. **Flood** but not **consequential loss**
 - i) attributable solely to change in the water table level.
 - ii) caused by lightning, frost, subsidence, ground heave or landslip.
 - iii) in respect of movable property in the open, fences and gates.
7. **Escape of water or oil** from any tank apparatus or pipe but not **consequential loss**
 - i) caused by water discharged or leaking from any automatic sprinkler installation.
 - ii) in respect of any **building** which is **unoccupied** for more than 30 consecutive days.
8. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not **consequential loss** caused by
 - i) freezing whilst the **building** is **unoccupied** for more than 30 consecutive days.
 - ii) explosion, earthquake, subterranean fire or heat caused by fire.
9. **Impact** by any road vehicle or animal.
10. **Accidental damage** but not
 - i) **consequential loss** caused by
 - a) any of the covers specified above.
 - b) the causes expressly excluded from the covers specified above whether or not insured.
 - c) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
 - d) faulty or defective workmanship, operational error or omission on the part of **you** or any **employee** but this shall not include subsequent **damage** which itself results from a cause not otherwise excluded.
 - e) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
 - f) change in temperature, colour, flavour, texture or finish.
 - g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.
 - h) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
 - i) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude **consequential loss** caused by subsequent **damage** so long as it is not excluded above.
 - j) **pollution** or contamination.
 - k) normal settlement or bedding down of new structures.
 - l) acts of fraud or dishonesty.
 - m) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
 - n) **damage** to a **building** or structure caused by its own collapse or cracking.
 - o) any process of production, packing, treatment, testing, commissioning, servicing or repair.
 - p) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.
 - ii) **consequential loss** in respect of
 - a) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
 - b) vehicles licensed for road use (including accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
 - c) property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy.
 - d) glass.
11. a) **Glass breakage** at the **premises** all being plain sheet or plain plate glass unless stated otherwise in the schedule including the cost of boarding up and any lettering and artwork.

Section 2 – Business interruption

- b) **Damage to**
- i) the contents of display windows;
 - ii) windows and doorframes, vitrolite, marble, marmerile and similar materials, intruder alarm foils and other detection devices and circuits;
 - iii) electric light fittings; or
 - iv) neon and illuminated signs

as a direct result of **glass breakage** as described under paragraph 11 a) provided that **our** liability shall not exceed 2,500 GBP in total.

12. **Breakage of fixed sanitaryware** but not breakage or **consequential loss**

- i) in vehicles, vending machines or to stock in trade.
- ii) in any **building** which is empty or not in use unless specifically agreed by **us**.
- iii) in transit or while being fitted.
- iv) due to settlement, expansion or contraction of frames or fittings in **buildings** under construction and during a period of six months after the date of completion.
- v) existing before the start of the **period of insurance**.
- vi) of neon and illuminated signs and electric light fittings.
- vii) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
- viii) of bulbs or tubes unless the signs or fittings are also damaged.
- ix) caused by fire or explosion.

13. **Theft or attempted theft** but not **consequential loss**

- i) which does not involve
 - a) entry to or exit from a **building** by forcible and violent means; or
 - b) actual or threatened assault or violence.
- ii) from any part of the **building** not occupied by **you** for the purpose of the **business**.
- iii) from the open or from any outbuilding not communicating with the main **building** unless otherwise specified.
- iv) to property in transit.
- v) to **money** and securities of any description.

14. **Subsidence, ground heave or landslip** of any part of the site on which the property stands but not **consequential loss**

- i) to yards, car parks, roads, pavements, walls, gates and fences unless also affecting the structure of a **building**.
- ii) caused by
 - a) normal settlement or bedding down of new structures.
 - b) settlement or movement of made up ground.
 - c) coastal or river erosion.
 - d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.
- iii) which originated before the inception of this cover.
- iv) resulting from
 - a) demolition, construction, structural alteration or repair of any property; or
 - b) groundwork or excavation

at the same **premises**.

Special condition applicable to cover 14

- a) **You** must notify **us** immediately **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
- b) **We** shall then have the right to vary the terms or cancel this cover.

Section 2 – Business interruption

Extensions of cover

The following extensions of cover are only insured if a sum insured or a limit of liability is shown in the **Schedule**

1. Action of competent authorities

We will pay for loss resulting from interruption or interference with the **business** in consequence of action by the police or other competent local, civil or military authority following a danger or disturbance in the vicinity of the **premises** whereby access shall be prevented provided always that there will be no liability under this extension for loss resulting from interruption of the business during the first 12 hours of the **indemnity period**.

We will not pay

- i) more than 1,000,000 GBP; or
- ii) for more than 3 months **maximum indemnity period**

under this extension.

2. Additions

The insurance extends to include additional rent as a result of alterations, additions and improvements to **buildings** anywhere in the **United Kingdom** to the extent that they are not insured elsewhere subject to the following.

- a) Cover under this extension in any one situation is limited to the value of the anticipated amount of additional rent but not exceeding 10% of the sum insured on rent or 500,000 GBP whichever is the lesser.
- b) **You** must pay the appropriate additional premium from the date on which the items become **your** responsibility.

3. Alternative trading

If during the **indemnity period** the **business** shall be conducted elsewhere than at the **premises**, the money paid or payable to **you** in respect of such other premises will be brought into account in arriving at the **rent receivable** during the **indemnity period**.

4. Buildings awaiting sale

If, at the time of the **damage**, **you** have contracted to sell **your** interest in the **buildings** or have accepted an offer in writing to purchase **your** interest in the **buildings** subject to contract and the sale is cancelled or delayed solely in consequence of the **damage**, provided that **you** have made all reasonable efforts to complete the sale of the **buildings** as soon as practicable after the **damage**, **you** may opt for the amount payable by **us** to be as follows.

- a) Loss of rent, being the actual amount of the reduction in the **rent receivable** by **you** solely in consequence of the **damage**, during the period before the date upon which, but for the **damage**, the **buildings** would have been sold.
- b) Loss of interest during the period commencing with the date upon which, but for the **damage**, the **buildings** would have been sold and ending with the actual date of sale or with the expiry of the **indemnity period** if earlier. Loss of interest will be
 - i) the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the **business**;
 - ii) the investment interest lost to **you** on any balance of the sale proceeds (after deduction of any capital borrowed as provided under paragraph i) less any amount receivable in respect of rent.
- c) Additional expenditure, being
 - i) the expenditure necessarily and reasonably incurred in consequence of the **damage** solely to avoid or minimise the loss payable under paragraphs a) or b) immediately above but not exceeding the amount of loss avoided by such expenditure; and
 - ii) the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the **damage** but not exceeding either an amount equivalent to the expenditure incurred immediately before the **damage** or 50,000 GBP whichever is the lesser except
 - 1) the amount payable shall be adjusted to provide for any benefit derived by **you** from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by **you**.
 - 2) in the event of underinsurance the amount payable shall be adjusted in accordance with Special provision 4 below.

5. Contingency rent

Where there is provision in the lease agreed between the landlord and tenant of the **buildings** for an abatement of rent in the event of any loss as described below, or where the **rent receivable** by the landlord is reduced as a direct consequence of the turnover of the lessee's business being reduced by any such loss, the insurance by the item on rent is extended to include the following.

a) Failure of utilities

Loss as insured caused by the failure of the supply of

- i) electricity at the terminal ends of the supply authority's service feeders at the **buildings**;
- ii) gas at the supply authority's meters at the **buildings**; or
- iii) water at the supply authority's main stop cock serving the **buildings**

Section 2 – Business interruption

by any accidental cause other than the deliberate act of any supply authority or by any such authority exercising its power to withhold or restrict supply or by drought.

b) **Murder, disease or public health closure**

Consequential loss as a direct result of a

- a) murder, suicide or serious crime at the **premises**;
- b) contagious or infectious human disease which is a **specified disease** (excluding acquired immune deficiency syndrome (Aids) or an Aids related condition), an outbreak of which a competent public authority has stipulated shall be notified to them, manifested by any person whilst at the **premises** or within a 5 mile radius of it;
- c) closure, in whole or in part, of the **premises** by a competent public authority following defects in drains or other sanitaryware at the **premises**; or
- d) food or drink poisoning contracted at the **premises**

shall be deemed to be an **incident**, provided that **our** liability under this extension in respect of each and every claim shall not exceed the sum insured stated in respect of this sub section in the **schedule**.

c) **Vermin, defective sanitaryware, murder and suicide**

Loss as insured caused by the closure of or restrictions placed on the whole or part of the **buildings** as a direct result of

- i) the discovery of vermin or pests at the **buildings** which causes restrictions on the use of the **buildings** on the order or advice of a competent public authority.
- ii) any accident causing defects in the drains or other sanitaryware at the **buildings** which causes restrictions on the use of the **buildings** on the order or advice of a competent public authority.
- iii) any occurrence of murder or suicide at the **buildings**.

Definition

Specified disease

Acute encephalitis, Acute poliomyelitis Anthrax, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Leprosy, Leptospirosis, Lyme Disease, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Rabies, Relapsing fevers, Rubella, Scarlet fever, Smallpox, Tetanus Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough, Yellow fever

For the purpose of this clause the **indemnity period** shall commence:

- a) in the case of paragraphs i) and iv) above with the occurrence or discovery of the **incident**.
- b) in the case of paragraphs ii) and iii) above with the date from which the restrictions on the **buildings** are applied.
- c) the **maximum indemnity period** any one claim is restricted to 3 months.

We shall not be liable under this clause for

- i) any costs incurred in the cleaning, repair, replacement recall or checking of property.
- ii) loss arising at **buildings** which are not directly subject to the occurrence or accident.
- iii) more than 25,000 GBP any one occurrence.

6. Cost of reletting

We will pay for the costs necessarily and reasonably incurred with **our** consent during the **indemnity period** in reletting the **buildings** (including legal fees in connection with the reletting) solely in consequence of the **incident**.

7. Increased cost of working

The insurance under this item is limited to increased cost of working and the amount payable as indemnity will be the increased expenditure reasonably incurred by **you** during the **indemnity period** in order to minimise any interruption of or interference with the **business** in consequence of the **incident**.

We will not be liable for

- i) more than one third of the sum insured in respect of such additional expenditure arising in the first quarter of the **maximum indemnity period** following the date of the **incident**; or
- ii) more than an equal proportion of the balance of the sum insured per month in respect of the additional expenditure in the remainder of the **maximum indemnity period**.

Section 2 – Business interruption

8. Legionellosis

We will pay for loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of any outbreak of legionellosis at the **premises** causing restrictions on their use on the order or advice of the competent local authority subject to the following.

- a) **Premises** shall mean only those **premises** which are stated in the schedule to be insured and which are directly affected by the **incident**.
- b) **Indemnity period** shall mean the period during which the results of the **business** shall be affected in consequence of the occurrence or discovery, beginning with the date from which the restrictions on the **premises** are applied and ending not later than the **maximum indemnity period** thereafter.

We will not pay

- i) for any costs incurred in cleaning, repair, replacement or checking of property except those costs and expenses necessarily incurred with **our** consent in cleaning and decontamination of the air-conditioning or water supply equipment at the **premises**, the use of which has been restricted on the order or advice of the competent local authority;
- ii) more than 50,000 GBP at any one situation; or
- iii) for more than 3 months' **maximum indemnity period**

under this extension.

9. Loss of attraction (leased premises)

The insurance by the item on rent is extended to include loss as insured resulting solely from **damage** by any of the covers insured to **buildings** or other property at any location in the immediate vicinity of the **premises** in consequence of which the turnover of the lessee's business is affected and **rent receivable** by **you** is reduced.

We shall not pay under this clause more than 5% of the sum Insured or 250,000 GBP whichever is the lesser any one occurrence.

10. Loss of investment income on late payment of rent

If, as a result of **damage**, **we** are paying indemnity in respect of loss of rent and the payment by **us** to **you** is made later than the date upon which **you** would normally have expected to receive the rent from a lessee, **we** will pay a further sum representing the investment interest lost to **you** during the delay period.

11. Managing agents' premises

The insurance by each item on rent is extended to include loss as insured resulting solely from **damage** by any of the covers insured to buildings or other property at any location in the United Kingdom owned or occupied by **your** managing agents for the purposes of their business in consequence of which **rent receivable** by **you** is reduced.

12. New business

For the purpose of any claim arising from an **incident** occurring before the completion of the first year's trading of the **business** at the **premises**, the term "standard rent receivable" shall be defined as follows.

Standard rent receivable

The proportional equivalent for a period equal to the **indemnity period** of the **rent receivable** realised during the period between the commencement of the **business** and the date of the **incident**, to which such 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** whether before or after the **incident** or which would have affected the **business** had the **incident** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **incident** would have been obtained during the relative period after the **incident**.

13. Payments on account

Payments on account will be made to **you** in respect of claims for loss of rent on the date upon which, but for the **damage**, the rent would have been due from the lessee.

14. Prevention of access

The insurance by each item on rent is extended to include loss as insured caused by prevention or hindrance of access to the **buildings** or prevention of use of the **buildings** in consequence of **damage** by any cover insured to property within one mile of the boundary of the **buildings**.

15. Professional accountants and legal fees clause

In respect of each item on rent if any of the **buildings** suffer **damage**, **we** will pay the reasonable charges payable by **you** and incurred with **our** consent to

- a) **your** professional accountants for producing such information as may be required by **us** under the terms of Claims condition 2 applicable to property damage insurance and for reporting that such information is in accordance with **your** accounts.

Section 2 – Business interruption

- b) **your** lawyers for determining **your** contractual rights under any rent cesser clause or insurance break clause contained in the lease but not for any other purposes in the preparation of any claim

16. Utilities

We will pay for loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of any **damage** arising at any

- a) generating station or sub-station of the electricity supply undertaking;
 - b) land based premises of the gas supply undertaking or of any natural gas producer linked directly with it;
 - c) water works or pumping station of the water supply undertaking; or
 - d) land based premises of the telecommunications undertaking
- from which **you** obtain electricity, gas, water or telecommunications services, all in Great Britain or Northern Ireland.

17. Rent free periods

If at the date of the **incident** the **premises** are subject to a rent free concession under the terms of the lease the **indemnity period** will be adjusted by adding the unexpired portion of the rent free period to the **maximum indemnity period**.

18. Rent of residential property

In the event that **buildings** occupied solely or partly for residential purposes suffer **damage** and no sum insured on rent for the residential portions has been allocated, then this insurance extends to include loss of rent including the cost of reletting and any additional expenditure as detailed above.

For the purposes of the cover by this extension

- a) **indemnity period** shall mean the maximum period of three years from the date of the **damage** for which **we** shall be liable to pay any loss.
- b) Special provision 4 below 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.

We will not pay under this provision more than 25% of the sum insured applicable to the residential **building** or residential portion of the **building** concerned.

19. Subrogation waiver

In the event of a claim arising under this policy, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against

- a) any company standing in the relation of parent to subsidiary or subsidiary to parent to **you** as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the **incident**.
- b) any company which is a subsidiary of a parent company of which **you** are **yourself** a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the **incident**.
- c) any tenant, lessee or managing agent in respect of **consequential loss** applicable to the **premises** unless such **consequential loss** arises out of a criminal or malicious act of the tenant, lessee or managing agent.

20. Unlawful occupation

Loss as insured by this section is extended to include loss resulting from interruption of or interference with the **business** in consequence of access to or use of the **premises** being hindered or prevented due to the **premises** or property in the vicinity of the **premises** or any rights of way being

- a) occupied by terrorists or persons thought to be terrorists;
- b) unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers; or
- c) thought to contain or actually containing a harmful device provided that the police are immediately informed.

We shall not be liable for

- i) loss arising from any cause within **your** control.
- ii) loss as a result of physical **damage** to property.
- iii) loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear.
- iv) any **incident** involving prevention or hindrance of access to or use of the **premises** for less than 12 hours duration.
- v) more than 10,000 GBP any one occurrence.

Special provisions

1. Renewal

Before each renewal, **you** shall provide **us** with the estimated **rent receivable** for the financial year most nearly concurrent with the ensuing year of insurance.

2. Service charges

Section 2 – Business interruption

Rent is deemed to include service charges unless otherwise stated in the schedule.

3. Savings

If any charge or expense payable out of rent shall cease or reduce during the **indemnity period** in consequence of the **damage**, the sum saved shall be deducted from the amount otherwise payable under this insurance before the application of Special provision 4 below.

4. Underinsurance (rent)

If, at the time **damage** occurs, the total sum insured on rent is less than the Day one rental value, **our** liability for any loss shall be limited to that proportion of the amount otherwise payable which the sum insured bears to the Day one rental value. Day one rental value shall mean the actual annual rent at the commencement of the **period of insurance** or, if the **buildings** are untenanted at that date, the actual annual rent at which the **buildings** were subsequently let (or the estimated annual rent at which they are expected to be let) in all cases proportionately increased where the **indemnity period** exceeds twelve months.

5. Alternative accommodation - reduction of loss

If, in consequence of the **damage**, **you** shall use other premises to provide accommodation to tenants, the rent received from those premises during the **indemnity period** shall be taken into account in assessing the loss of rent.

Section 2 – Business interruption

Appendix A – Rent receivable

Note 1

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.

Note 2

For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Additional definitions

Annual rent receivable

The **rent receivable** during the twelve months immediately before the date of the **incident**.

Standard rent receivable

The **rent receivable** during that period in the twelve months immediately before the date of the **incident** which corresponds with the **indemnity period**. We will adjust the figures as necessary to provide for trends or special circumstances affecting the **business** before or after the **incident** or which would have affected the **business** had the **incident** not occurred.

Claims - basis of settlement

The insurance by this item is limited to

1. loss of **rent receivable**;
2. cost of reletting;
3. additional expenditure; and
4. accelerated reinstatement expenditure

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 in consequence of the **incident** fall short of the **standard rent receivable**.
- b) in respect of cost of reletting, the costs necessarily and reasonably incurred during the **indemnity period** in reletting the **buildings** (including legal fees in connection with the reletting) solely in consequence of the **damage**.
- c) in respect of additional expenditure, the expenditure (other than that recoverable under cost of reletting) necessarily and reasonably incurred in consequence of the **damage** solely to avoid or minimise the loss of **rent** during the **indemnity period** but not exceeding the amount of the reduction avoided by such expenditure.
- d) in respect of accelerated reinstatement expenditure, the further additional expenditure (other than that recoverable under cost of reletting or the additional expenditure) necessarily and reasonably incurred in consequence of the **damage** solely to avoid or minimise any loss of rent not recoverable by **you** under this or any other policy during the period of twelve months immediately after the expiry of the **indemnity period** but not exceeding the loss of rent thereby avoided during that period of twelve months by **you**.

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **rent receivable** as may cease or be reduced in consequence of the **incident**.

However, if the sum insured by this item is less than the **annual rent receivable** (proportionately increased where the **maximum indemnity period** exceeds twelve months) the amount payable shall be proportionately reduced.

Our liability shall in no case exceed

1. in respect of paragraph a), 200% of the estimated **rent receivable** stated in the schedule;
2. in respect of paragraphs b) – d), the sum insured stated in the schedule for any one item; or
3. in respect of paragraphs a) – d) in the aggregate, 200% of the estimated **rent receivable** stated in the schedule.

Memorandum

1. Return of premium

If the **rent receivable** earned (proportionately increased where the **maximum indemnity period** exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any **period of insurance** as certified by **your** auditors is less than the sum insured, **we** will make a pro rata return of premium not exceeding 50% of the premium paid on such sum insured for such **period of insurance**. If any **incident** shall have occurred giving rise to a claim under this section the return of premium shall be made in respect only of so much of the difference as is not due to the **incident**.

Section 2 – Business interruption

Appendix B – Loss of book debts

Note 1

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.

Note 2

For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Additional definitions

Book debts

The financial amounts due to **you** but not yet paid in respect of goods or services supplied by **you** to customers on a credit or hire purchase basis and for which they have accepted delivery.

Outstanding debit balances

Where there are monthly declarations, the total declared under the last statement adjusted for

- a) bad debts;
- b) amounts debited (or invoiced but not debited) and credited to customer accounts in the period between the date to which the statement applied and the date of **damage**; and
- c) any abnormal trade condition which had or could have a material effect on the **business**

OR

A reasonable estimate of the total outstanding debits at the date of the **damage** after adjustment for bad debts and as agreed between **you** and **us** provided that this estimate does not exceed 75% of the sum insured as set out in the schedule.

We will not pay more than 25,000 GBP any one claim unless otherwise stated in the schedule.

Claims - basis of settlement

The insurance by this item is limited to the loss not exceeding the sum insured sustained by **you** in respect of

1. loss of **book debts**; and
2. additional expenditure

and the amount payable as indemnity shall be

- a) in respect of loss of **book debts**, the amount of total **outstanding debit balances** less the total of amounts of **outstanding debit balances** traced or received.
- b) in respect of additional expenditure, the amount necessarily and reasonably incurred solely in consequence of the **incident** in order to trace and establish the amount of customer debit balances, but the amount payable under this heading shall not exceed the additional amount that would have been payable under paragraph 1. above for loss of **book debts** if no such increase in additional expenditure had been incurred.

Memoranda

1. Professional accountants

We will pay professional accountants charges **you** reasonably incur for producing and certifying any particulars, details, information or evidence that **we** may require under the terms of the claims conditions, provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the sum insured.

2. Declaration

Within 30 days of the end of each calendar month, **you** will advise **us** in writing of the total amount of **outstanding debit balances** as shown in **your** accounts. If you **do** not advise **us**, **we** shall take the maximum sum insured as the total amount declared.

At the end of each **period of insurance** the actual premium shall be calculated on the average amount insured i.e. the total of the amounts declared divided by the number of declarations. If the actual premium is greater than the first or annual premium paid, **you** shall pay **us** the difference. If it is less, **we** will refund the difference to **you** but only up to one half of the first or annual premium paid.

3. Automatic reinstatement

We will not reduce the sum insured by the amount of any loss as long as **you** pay the extra premium on the amount of the loss from the date it occurred to the date of the expiry of the **period of insurance**.

Special condition

It is a condition precedent to our liability that your books of account and other business books or records in which you record customer accounts are kept in fire resisting safes or cabinets when not in use.

Section 3 – Property owners liability

Insuring clause

We shall cover you under the terms of this policy in respect of:

- 1) All sums which **you** shall become legally liable to pay as damages including claimants' costs and expenses in respect of:
 - a) Accidental **injury** to any person;
 - b) Accidental physical loss of, or physical damage to property;
 - c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement;
 - d) Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution;in connection with the **business** and occurring anywhere within the geographical limits given below during the **period of insurance** stated in the **schedule**.
- 2) All costs and expenses incurred by **you** (except as described in 3 below) with **our** written consent in respect of any claim against **you** which may be covered by this policy.
- 3) The payment of legal and other defence fees incurred with **our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which **your employee** or principal, including any director, partner, or senior official, of **yours** has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **injury** or loss of or damage to **property** which may be covered by this policy.

Geographical limits

- a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- b) whilst temporarily outside the countries named in (a) provided that any such **employee** is
 - (i) ordinarily resident in any of the aforesaid countries
 - (ii) engaged in non-manual work

Limit of liability

The most **we** will pay under this section (including any extensions) for damages in respect of any one claim against **you** or series of claims against **you** arising out of one occurrence shall not exceed in the aggregate the **limit of liability** stated in the **schedule**.

Any costs and expenses incurred by **you** in respect of this section under this policy will be payable in addition to the **limit of liability** stated in the **schedule**.

Extensions

These apply in addition to the general extensions

1. Motor vehicles tool of trade risk

We will cover **you** under the terms of this policy in respect of liability for **injury** or loss of or damage to property caused by or arising from:

- a) the use of plant as a tool of trade at **your** premises or on any site at which **you** are working
- b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
- c) damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load

We will not cover **you** against liability:

- a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
- b) for which insurance is provided by any other policy

2. Motor contingent liability

We will cover **you** in respect of liability for **injury** or damage to property arising from the ownership, possession or use under **your** control or the control of any of **your employees** of any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is already provided by any other policy or security, caused by or arising from any motor vehicle or anything attached to it, not belonging to or provided by **you**, being used by an **employee** in the course of the **business**.

We will not cover **you** against liability

- a) in respect of damage to any such vehicle or trailer or property conveyed therein or thereon
- b) for which insurance is provided by any other insurance

Section 3 – Property owners liability

- c) caused or arising whilst such vehicle or trailer is
 - i) engaged in racing pace-making reliability trials or speed testing or
 - ii) being driven by **you** or
 - iii) being driven with the general consent of **you** or their representative by any person who to the knowledge of **you** or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence or
 - iv) used elsewhere than within the geographical limits

3. Movement of obstructing vehicles

We will cover **you** in respect of liability for **injury** or loss of or damage to property caused by or arising from any vehicle (not owned or hired by or lent to **you**) being driven by **you** or by any **employee** with **your** permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.

We will only cover **you** under this section extension if:

- a) movements are limited to vehicles parked on or obstructing **your** premises or any site at which **you** are working; and
- b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle; and
- c) the vehicle causing obstruction is driven by use of the owner's ignition key

We will not cover **you** against liability

- a) in respect of damage to such vehicle
- b) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

4. Defective premises act

We will cover **you** in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by **you** for purposes pertaining to the **business** and which have since been disposed of by **you**.

We will not cover **you** against liability

- a) for which insurance is provided by any other insurance
- b) for the costs of remedying any defect or alleged defect in such premises

5. Leased or rented premises

We will cover **you** in respect of liability for loss of, or damage to, premises including their contents being leased or rented to **you**.

We will not cover **you** against liability assumed by **you** under any agreement, which would not have attached in the absence of such agreement.

6. Overseas personal liability

We will cover

- a) **you**
- b) at **your** request
 - i) any director partner or **employee** of **yours**
 - ii) any spouse or child of the persons stated in a) or b) i) above who are accompanying such persons

in respect of personal liability incurred by such persons for accidental **injury** to any person or accidental loss of or damage to property in connection with an event occurring in a country outside of the geographical limits of section 9 whilst on a temporary visit to such country in connection with the **business**.

Provided that

- a) any insured person under this section extension shall as though they were **you** be subject to the introduction, the customer service information, the general definitions, general conditions, general exclusions, sections, section extensions, the **schedule** and any endorsements to this policy;
- b) nothing in this section extension shall increase **our** liability to pay any amount exceeding the **limit of liability** stated in the **schedule**, regardless of the number of persons claiming to be covered.

We shall not cover **you** in respect of:

- a) contractual liability
- b) liability for which insurance is provided by any other insurance
- c) liability in respect of damage to property belonging to or in the custody or under the control of any person insured under this section extension
- d) liability in respect of **injury** to any insured person under this section extension
- e) liability caused by or arising from
 - i) the ownership or occupation of land or buildings
 - ii) the carrying on of any business profession trade or employment
 - iii) the ownership possession or use of animals other than domestic dogs or cats.

Section 3 – Property owners liability

7. Data Protection Act

If **you** have registered in accordance with the terms of the Data Protection Act 2018, or have applied for such registration which has not been refused or withdrawn, or were previously registered in accordance with the terms of the Data Protection Act 1998, **we** will cover **you** under this section 9 extension in respect of compensation for damage arising out of any claim under Section 169 of the Data Protection Act 2018 not otherwise insured hereunder and first made against **you** during the **period of insurance** stated in the **schedule**.

We shall not cover **you** for damages, costs and expenses that exceed the Limits of Liability stated in the **schedule**, and notwithstanding anything stated in the **schedule** or elsewhere in this policy to the contrary the said **limit of liability** shall for the purpose of this section extension apply in respect of the total of all claims during the **period of insurance** stated in the **schedule**.

We shall not cover **you** in respect of:

- a) fines levied by the Information Commissioner's Office or imposed as a result of conviction under the Data Protection Act 2018
- b) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
- c) liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this section extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
- d) for the costs of replacing reinstating rectifying or erasing any personal **data**
- e) liability caused by, or arising from, any incident or circumstances known to **you** at the start of the **period of insurance** stated in the **schedule** which may give rise to a claim;
- f) caused by or arising from the recording processing or provision of **data** for reward or the determining of the financial status of a person
- g) contractual liability
- h) liability in respect of **injury** to any person or damage to property

8. Indemnity to principal

We will cover any principal under this section against liability in respect of **injury** or loss of, or damage to, property, to the extent that any contract or agreement entered into by **you** with any principal so requires.

Provided that

- a) payment would be made against **you**
- b) the principal shall observe fulfil and be subject to the terms conditions and endorsements of this policy as far as they can apply
- c) No payment will be made by **us** in respect of liquidated damages or under any penalty clause;
- d) payment made by **Us** under section 8 shall only apply in respect of liability to any person who is an **Employee**.

9. Cross liabilities

If **you** are comprised of more than one party, **we** will under this section make payment to each party in the same manner and to the same extent as if a separate policy had been issued to each party.

Nothing in this extension shall increase the **limit of liability** of the operative section(s) stated in the **schedule**, regardless of the number of persons claiming to be insured by this policy.

10. Health and Safety at Work Act etc and Corporate Manslaughter

We will cover **you** and at **your** request any director, partner, senior official or **employee** of **yours**, in respect of legal costs and expenses incurred with **our** written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

- 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- 2) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **business**, and where there is also a claim or potential claim for damages against **you** or any of the additional persons insured, **you** are entitled to cover under this policy.

We will only pay the costs and expenses of legal representation for an appeal against conviction if:

- a) any related claim against **you** for damages remains unsettled; and
- b) in the opinion of the legal representatives acting for **you** an appeal is more likely than not to succeed; and
- c) the total amount of any damages likely to be awarded against you exceeds the total cost of legal representation for an appeal.

Section 3 – Property owners liability

We will not cover **you** in respect of:

- a) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention;
- b) any circumstances for which cover is provided by any other insurance;
- c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- d) proceedings which arise out of any activity or risk excluded from this policy.

If a claim for damages is settled or is withdrawn, **We** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.

11. Court attendance costs

If any of the people mentioned below attend court as a witness at **our** request, in connection with a claim in respect of which **you** are entitled to insurance under this policy, **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required:

- a) £250 for **you** or any of the directors or partners of **yours**
- b) £100 for any **employee**

Special condition – Applicable to any process involving the application of heat

It is a condition precedent to our liability under this insurance that the following special precautions will be complied with on each occasion in relation to any of the following work and that in relation to the following work no work shall be carried out unless specifically authorized by the occupier of the premises at which the work is to be undertaken and that the occupier shall specifically approve the following safety arrangements

- a) Work involving any blow lamp, blow torch, flame gun or hot air gun or work involving electric gas or other welding cutting or portable grinding equipment
 - i. The area in which work is to be carried out (including adjoining shafts or openings and the area the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat
 - ii. Wherever practicable all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection
 - iii. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work
 - iv. All burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use
 - v. Hot air guns are to be switched off when unattended and immediately after use
 - vi. All portable grinders are to be switched on and used in strict accordance with the manufacturers instructions and switched off when unattended and immediately after use
 - vii. A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off
 - viii. Wherever practicable gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work
 - ix. A continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) and a further check is to be made not less than 30 minutes immediately following the completion of each period of work A suitable employee is to be responsible for fire safety for each period of work
- b) Work involving asphalt or bitumen tar boilers:
 - i. Regulation spill trays are to be used
 - ii. All tar boilers are to be kept wholly at ground level
 - iii. The equipment and work is not to be left unattended at any time whilst in use
 - iv. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work
 - v. Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition)

Section 3 – Property owners liability

Exclusions

These apply in addition to the general exclusions

We will not cover **you** under this section against liability

- 1) for loss of or damage to property belonging to **you** or in the custody or control of the **insured** or of any **employee** of **your** other than
 - i) personal effects (including vehicle and their contents) of **employees** or visitors
 - ii) any premises including their contents not being premises leased or rented to **you** which are temporarily occupied by **you** for the purpose of carrying out work therein or thereon
 - iii) any other property on which **you** or any **employees** or agent of **yours** is, or has been carrying out work but **we** will not indemnify **you** in respect of loss or damage to that part of any property being worked upon
- 2) arising from the ownership possession or use under the control of **you** or of any **employee** of **yours** of
 - i) any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other policy or security
 - ii) any craft intended to travel through air or space or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)
- 3) for loss caused by any **goods** after they have left **your** the custody or control other than food or drink supplied primarily for the use of **your employees** or for entertainment purposes
- 4) for loss arising from professional advice given separately for a fee or other charge by **you** or by anyone on **your** behalf or in circumstances where a fee would normally be charged
- 5) for the amount of the **excess** stated in the **schedule**
- 6) for **injury** sustained by an **employee** which arises out of and in the course of their employment or engagement by **you**.
- 7) for loss of, or damage, or legal liability 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.
- 8) for loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of **goods**.
- 9) for liability arising from **goods** used with **your** knowledge in connection with aircraft and other aerospace devices (including drones), watercraft, or **offshore** structures.
- 10) for **injury**, loss, damage, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health.
- 11) for **injury**, loss, damage, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or allergens.
- 12) any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **period of insurance** stated in the **schedule**.
- 13) for any loss of any kind caused by or attributable to:
 - i) an outbreak of a disease that becomes an epidemic whether or not declared to be an epidemic by any competent civil authority
 - ii) an outbreak of a disease declared or categorised by the World Health Organisation as a pandemic or
 - iii) a Public Health Emergency of International Concern declared by the World Health Organisation

For the avoidance of doubt, where an epidemic, pandemic or Public Health Emergency of International Concern occurs, this policy will not insure loss of any kind for any period prior to such epidemic, pandemic or Public Health Emergency of International Concern.

For the purposes of this exclusion **loss** means and includes all sums which you become legally liable to pay as damages including claimants' costs and expenses, and, in addition, includes but is not limited to, any kind of pecuniary losses whether described as compensation, legal costs, defence costs, other costs, expenses, fees, charges or similar terms.

Section 4 – Employers’ liability

Insuring clause

We shall cover you under the terms of this policy in respect of:

- 1) All sums which **you** shall become legally liable to pay as damages including claimants’ costs and expenses in respect of **injury** sustained by an **employee** of **yours** arising out of and in the course of their employment or engagement by **you** and caused during the **period of insurance** stated in the **schedule** in connection with the **business** and occurring within the geographical limits given below.
- 2) All costs and expenses incurred by **you** (except as described in 3 below) with **our** written consent in respect of any claim against **you** which may be covered by this policy.
- 3) The payment of legal and other defence fees incurred with **our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **your** representation at any Coroner’s Inquest or Fatal Accident Inquiry in respect of any death, and at which **your employee** or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **injury** which may be covered by this policy.

Geographical limits

- a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- b) whilst temporarily outside the countries named in (a) provided that any such **employee** is
 - (i) ordinarily resident in any of the aforesaid countries
 - (ii) engaged in non-manual work

Limit of indemnity

The most **we** will pay under this section in respect of any one claim against **you**, or series of claims against **you** arising out of one occurrence, inclusive of all costs and expenses shall not exceed in the aggregate the **limit of liability** stated in the **schedule**.

Rights of recovery

The cover granted by section 8 of this insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in Great Britain Northern Ireland the Channel Islands Isle or the Man but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law

Exclusions

These apply in addition to the general exclusions.

We shall not indemnify **you** under this section against liability for **injury** sustained by any **employee** of **yours**

- i) in respect of which compulsory insurance or security is required to be arranged by **you** under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
- ii) whilst **offshore**

If **we** are required by compulsory insurance regulations to make a payment in respect of **injury** occurring **offshore** then the limit of indemnity of £5,000,000 any one occurrence shall apply

Extensions

These apply in addition to the general extensions

1. Unsatisfied court judgements

Where a judgement for damages has been obtained by any **employee** or the legal personal representatives of any **employee**

- a) in respect of **injury** sustained by the **employee** arising out of and in the course of employment by **you** in the **business**
- b) against any company or individual operating from or resident in premises within the geographical limits in any court situate in the geographical limits

and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at **your** request **we** will pay to the **employee** or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made by **us** the **employee** or the said legal personal representatives shall assign the judgement to **us**
- c) this section (section 8) of the policy is operative at the time that such **injury** is caused
- d) **our** liability for damages costs and expenses shall not exceed the amount stated as the limit of indemnity in the **schedule**

We will not cover any judgment where an appeal remains outstanding.

Section 4 – Employers' liability

2. Indemnity to principal

We will cover any principal under this section against liability in respect of **injury** or loss of, or damage to, **property**, to the extent that any contract or agreement entered into by **you** with any principal so requires.

Provided that

- a) payment would be made against **you**
- b) the principal shall observe fulfil and be subject to the terms conditions and endorsements of this policy as far as they can apply
- c) No payment will be made by **us** in respect of liquidated damages or under any penalty clause;
- d) payment made by **Us** under section 8 shall only apply in respect of liability to any person who is an **Employee**.

3. Health and Safety at Work Act etc and Corporate Manslaughter

We will cover **you** and at **your** request any director, partner, senior official or **employee** of **yours**, in respect of legal costs and expenses incurred with **our** written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

- 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- 2) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **business**, and where there is also a claim or potential claim for damages against **you** or any of the additional persons insured, **You** are entitled to cover under this policy.

We will only pay the costs and expenses of legal representation for an appeal against conviction if:

- a) any related claim against **You** for damages remains unsettled; and
- b) in the opinion of the legal representatives acting for **You** an appeal is more likely than not to succeed; and

We will not cover **You** in respect of:

- e) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention;
- f) any circumstances for which cover is provided by any other insurance;
- g) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- h) proceedings which arise out of any activity or risk excluded from this policy.

If a claim for damages is settled or is withdrawn, **We** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.

4. Court attendance costs

If any of the people mentioned below attend court as a witness at **our** request, in connection with a claim in respect of which **you** are entitled to insurance under this policy, **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required:

- c) £250 for **you** or any of the directors or partners of **yours**
- d) £100 for any **employee**

5. Offshore

If **we** are required by compulsory insurance regulations then **we** will make a payment in respect of **injury** occurring **offshore**. The amount **we** will pay **you** or on **your** behalf shall be limited to £5,000,000 any one occurrence.

6. Terrorism

Injury as a result of **terrorism** to any **employee** of **yours** which arises out of and in the course of employment or engagement by **you**. The amount **we** will pay **you** or on **your** behalf shall be limited to £5,000,000 any one occurrence.

Section 5 – Directors and Officers liability

Definitions

The words and phrases defined below apply to this section and will keep the same meaning wherever they appear in the section, unless an alternative definition is stated to apply. A defined word or phrase will be shown in **bold** each time it appears.

Claim

- a) Any legal or administrative or regulatory proceeding, including the issue of a writ or summons or cross-claim or counter-claim issued or initiated against or served upon any insured or the company for any wrongful act; or
- b) Any written communication alleging a wrongful act communicated to any insured or to the company evidencing an intention to hold an insured or the company responsible for a wrongful act.

More than one claim arising out of the same wrongful act shall be deemed to constitute a single claim first made at the time the earliest such claim was deemed first made.

Company

The organisation named as 'The Insured' in the **schedule** and any subsidiary.

Defence costs

All reasonable and necessary fees, costs and expenses which, with **our** prior written consent (such consent not to be unreasonably withheld), are incurred in the investigation, negotiation of settlement, defence or appeal of any claim.

Defence costs shall not include salaries, wages, fees, overheads or benefit expenses of any insured.

Discovery period

The period, if any, during which the coverage under this Section is extended, pursuant to Section 13 Condition 1 '**Discovery Period Condition**'.

Employment practices claim

A **claim** for:

- a) Discrimination with respect to the terms or conditions of employment on the basis of an individual's race, colour, religion, age, sex, national origin, disability, pregnancy, sexual orientation or preference or other status protected under applicable law;
- b) Sexual harassment, including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature which:
 - i. is explicitly or implicitly made a term or condition of employment;
 - ii. creates a hostile or offensive working environment;
 - iii. when rejected or opposed by a person becomes a basis for decisions regarding that person's employment;
- c) Defamation (including libel and slander) which relates to a person's job skills, job performance, qualifications for employment, professional reputation, disciplinary history, or termination of employment;
- d) Wrongful termination of employment or refusal to hire;
- e) An adverse change in the terms and conditions of a person's employment in retaliation for that person's exercise of his or her rights under law, or support of the rights of another.

Insured

- a) In respect of all **claims** other than **employment practices claims**, any natural person who was, now is, or may become a director or officer of the company or other person who may at any material time be deemed to be such a director or officer within the meaning of any applicable law or regulation;
- b) In respect of **employment practices claims**, any natural person who was, now is, or may become a director or officer or **employee** of the **company** and any other person who may at any material time be deemed to be such a director or officer or **employee** within the meaning of any applicable law or regulation;
- c) In the event of the death, or incompetency or bankruptcy of any **insured** as defined by (a) or (b) of this definition, such person's estate, heirs, legal representative or assigns, for legal liabilities incurred due to any wrongful act of such deceased, incompetent or bankrupt **insured**;
- d) The lawful spouse of any **insured** as defined by (a) or (b) of this definition, but only to the extent that such spouse is a party to any **claim** solely in his or her capacity as spouse of an **insured**, and only for the purpose of any **claim** seeking damages which are recoverable from material community property, property jointly held by the **insured** and the spouse, or property transferred from the **insured** to the spouse, and only to the extent that such **insured** is covered for such **claim**.

Insured shall not include any natural person who was, now is, or may become a trustee or administrator of any pension or superannuation scheme, health and welfare plan or other employee benefit programme, social benefits system or trust programme established or maintained for the benefit of **employees**.

Section 5 – Directors and Officers liability

Loss

- a) Damages, judgments, and costs awarded against an **insured** or the **company** by a court or tribunal empowered to do so; and
- b) Settlements entered into with our prior written consent (such consent not to be unreasonably withheld); and
- c) **Defence costs**; and
- d) Legal fees which, by order of a court or tribunal, the **company** is required to pay to any shareholder of the **company** or to any plaintiff or complainant other than the **company** or an **insured** in respect to a **claim** first made during the **period of insurance** against an **insured**.

Loss shall not include taxes, fines, penalties, punitive, exemplary, aggravated or multiplied damages, or any **claim** deemed uninsurable by law, except for exemplary or aggravated damages arising from any **claim** for libel, slander or defamation.

In respect of any **employment practices claim**, loss shall also not include:

- a) Any obligation pursuant to any law or any regulation in any jurisdiction in respect of workers' compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits or any similar law or regulation whatsoever;
- b) Any:
 - i. salary or wages earned while in the employment of the **company**;
 - ii. employment-related benefits to which the claimant would have been entitled as an **employee** had the **insured** or the **company** provided the claimant with a continuance, reinstatement or commencement of employment;
 - iii. contractual damages based upon the terms of a contract of employment;
 - iv. liability or costs **incurred** by any insured to modify any building or property in order to make such a building or property more accessible or accommodating to any disabled persons.

Period of insurance

The **period of insurance** stated in the schedule and any **discovery period**.

The aggregate limit of liability stated in the **schedule** shall not be increased by any provision of this **period of insurance** or **discovery period**.

Pollutant

Any pollutant including, but not limited to, any solid, liquid, gaseous or thermal irritant, contaminant, smoke, vapour, soot, fumes, acids, alkalis, chemicals, or waste.

'Waste' includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

Subsidiary

- a) Any branch, division or other internal structure of the **company** except any pension fund or scheme established for the **company's** own directors, officers or **employees**;
- b) Any company in respect of which the **company** (either directly or indirectly through one or more of its **subsidiaries**):
 - i. controls the composition of the Board of Directors; or
 - ii. controls more than half the voting power; or
 - iii. holds more than half of the issued share capital;
- c) Any company falling within (a) and (b) of this definition which is acquired or created on, or subsequent to, the inception date of this policy and of which the total assets do not exceed 20% (twenty percent) of the total consolidated assets of the **company** at the last financial year end, provided that this section shall only apply in respect of a **wrongful act** committed, or alleged to have been committed, by the **insured** or the **company** subsequent to the date of such acquisition or creation;
- d) Any company other than those referred to in (a), (b) or (c) of this definition, in respect of which **we** have given prior written consent to its coverage as a **subsidiary** under this section.

Takeover

Any sale of the **company** or its merger within or acquisition by another entity such that the **company** is not the surviving entity, or the acquisition by any entity or person of 50% (fifty percent) or more of the issued share capital of the **company**.

Wrongful act

Any actual or alleged wrongful act or omission by the **company** or on the part of an **insured** committed solely in such person's actual or deemed capacity as an **insured**.

Related or continuous or repeated or causally connected **wrongful acts** shall constitute a single wrongful act.

Insuring clause

*Covers 1, 2 and 3 (below) are only insured where a limit of liability for each such cover is stated (rather than the words 'not insured' or 'not operative') in the **schedule**.*

Cover 1 – Directors and officers liability

We will pay on behalf of the **insured** any loss resulting from any claim which is first made against the **insured** during the **period of insurance** and notified to **us** in accordance with the terms applying to this section, except when, and to the extent, that the **company** has indemnified the **insured**.

Section 5 – Directors and Officers liability

Cover 2 – Company reimbursement liability

We will pay on behalf of the **company** any loss resulting from any **claim** which is first made against an **insured** during the **period of insurance** and notified to **us** in accordance with the terms applying to this section, but only when, and to the extent, that the **company** has indemnified the **insured**.

Cover 3 – Company liability

We will pay on behalf of the **company** any loss resulting from any **claim** which is first made against the **company** during the **period of insurance** and notified to **us** in accordance with the terms applying to this section.

but not

1) Breach of contract

We will not pay any **loss** in connection with any **claim** for any actual or alleged breach of contract or agreement, either written or oral, except to the extent the **company** would be liable in the absence of such contract or agreement.

2) Intellectual property

We will not pay any **loss** in connection with any **claim** for any actual, or alleged, libel or slander, invasion of privacy, plagiarism, breach of copyright or trademark or infringement of patents, database rights, registered design or design rights or any other intellectual property rights.

3) Price fixing

We will not pay any **loss** in connection with any **claim** for any actual, or alleged, breach of any regulatory, statutory or common law aimed at preventing monopolies, price discrimination, fixing of prices or other unfair trade practices.

Limit of liability

Our total aggregate liability under this section shall not exceed the section 13 Aggregate limit of liability stated in the **schedule**, and this amount shall be inclusive of defence costs.

However, in respect of claims under Cover 3 (Company liability) our total aggregate liability shall not exceed the Cover 3 (Company liability) Sublimit stated in the **schedule**, and this amount is part of, and not in addition to, the Section 13 Aggregate limit of liability stated in the **schedule**.

Exclusions

1. Bodily injury and/or property damage

We will not pay any **loss** in connection with any **claim** for any actual or alleged bodily injury, sickness, disease, or death of any person, or any actual or alleged damage to, or destruction of, any tangible property including loss of use.

This exclusion shall not apply to emotional distress or mental anguish arising from an **employment practices claims**.

2. Pollution

We will not pay any **loss** in connection with any **claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **pollutant**, or any rectification or clean-up costs relating to any **pollutant**.

However, we will pay **defence costs** on behalf of the **insured** which are incurred in any investigation, examination, inquiry, court of law or other proceedings ordered or commissioned in the first instance by any official body within the United Kingdom of Great Britain and Northern Ireland, the Isle Of Man or the Channel Islands in respect of any **wrongful act** related to a **pollutant**. In respect of such **defence costs**, our total aggregate liability shall not exceed £100,000 in all for the **period of insurance**, which amount is part of, and not in addition to, the section 13 Aggregate limit of liability stated in the **schedule**.

3. Illegal profits and/or deliberate acts

We will not pay any **loss** in connection with any **claim**:

- a) arising from or in any way involving any actual dishonest, fraudulent or malicious act of any **insured** or the **company**;
- b) arising from, or in any way involving, any **insured** or the **company** gaining in fact any profit or advantage or receiving any remuneration to which they were not legally entitled.

4. Professional services

We will not pay any **loss** in connection with any claim for any actual or alleged breach of any professional services or duty by any **insured** or the **company**.

5. Prior and pending litigation

We will not pay any **loss** in connection with any **claim** brought about by, or contributed to by, or consequent upon any fact, circumstance or situation which has been the subject of any notice given under any insurance which was in force prior to the **period of insurance** or which was known about by the **company** or the **insured** prior to the **period of insurance** and might reasonably be expected to give rise to a claim but was not disclosed to us prior to inception of this section.

Section 5 – Directors and Officers liability

6. Insured v Insured

We will not pay any **loss** in connection with any **claim** brought by, or on behalf of, any **insured** or the **company**. However, this exclusion shall not apply to any:

- a) claim instigated by a shareholder or group of shareholders without the solicitation, participation or assistance of the **company** or any **insured**;
- b) **employment practices claims** brought or maintained by any **insured**;
- c) **claim** brought or maintained by any **insured** for contribution or indemnity if the **claim** directly results from any other valid **claim** made under this section
- d) **claim** brought or maintained by a liquidator, administrative receiver or receiver either directly or derivatively on behalf of the **company** without the solicitation, participation or assistance of any **insured** or the **company**;
- e) **claim** brought or maintained by any former director or officer of the **company**.

7. Closely held

We will not pay any **loss** in connection with any **claim** brought by, or on behalf of, any person or entity holding beneficially or otherwise more than 20% (twenty percent) of the issued share capital of the **company** whether such **claim** is made in the name of the **company** or not.

8. Share offering

We will not pay any **loss** in connection with any **claim** based upon or attributable to the actual or intended listing of any share capital of the **company** on any stock exchange whether such listing takes place by means of a public offering or private placement of the share capital.

9. Retention

We will only be liable under Cover 2 (Company reimbursement liability) to pay **loss**, in excess of the 'Company reimbursement retention' stated in the **schedule**; this amount applies to each claim. This retention is to be borne by the **company** and is not to be insured. We will only be liable under Cover 3 (Company liability) to pay **loss**, in excess of the 'Company liability retention' stated in the **schedule**; this amount applies to each **claim**. This retention is to be borne by the **company** and is not to be **insured**.

A single retention shall apply to all loss arising from any **claim** or series of **claims** arising out of, based upon or attributable to continuous, repeated or related **wrongful acts**.

10. Total COVID-19 Exclusion

Regardless of any language contained within this insurance, **we** will not be liable to make any payment in respect of any claim(s) or circumstance(s) or loss(es) or other matter(s) insured under this insurance arising out of, related to, connected to, or in any way involving, directly or indirectly:

- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of COVID-19 or SARS-CoV-2;
- d) any fear or threat (whether actual or perceived) of a), b) or c) above;
- e) any action taken to control, prevent, suppress, mitigate or in any way relating to any actual or suspected outbreak of any of a), b) or c) above.

It is further agreed that **we** will not be liable to make any payment in respect of claim(s) or circumstance(s) or loss(es) or other matter(s) insured under this insurance that arises as a result of, or is connected in any way, directly or indirectly, with any consequential loss or financial impairment suffered by **you** or any third party as a result of any of a), b), c), d) or e) above.

If **we** maintain that this exclusion applies, then the burden of proving that it does not shall be **yours**.

Conditions

1. Discovery period condition

If **we** refuse to renew this section, the **insured** and the **company** have the right to purchase, upon payment of an additional premium calculated as 100% of the Section 5 premium shown in the **schedule**, to an extension of the cover granted by this section in respect of any **wrongful act** committed or alleged to have been committed prior to the expiry date of this section provided that this right is exercised by written notice and payment of the additional premium to **us** within ten (10) days of cessation of this section.

It is understood and agreed that:

- a) The insurance provided by the **discovery period** shall be for a period of 365 (three hundred and sixty-five) days beginning from the expiry date of this section;
- b) The quotation by **us** of different premiums, terms, conditions, limitations, exclusions or section 13 Aggregate limit of liability or Cover 3 (Company liability) Sublimit at renewal does not constitute a refusal to renew;
- c) This extension shall only be granted provided neither the **insured** nor the **company** effect Directors or officers liability insurance or similar insurance, with any other insurer or underwriter or other similar entity;

Section 5 – Directors and Officers liability

- d) The section 13 Aggregate limit of liability stated in the **schedule** shall not be increased in any way by the provisions of this **discovery period**.

2. Severability

- a) The proposal form and/or statement of agreed facts and/or other information provided by **you** or on **your** behalf shall be construed as a separate application by each **insured** and the **company**.

With respect to the proposal form and/or statement of agreed facts and/or other information provided by **you** or on **your** behalf, no statements contained in such or knowledge possessed by any **insured** or the **company** shall be imputed to any other **insured** or the **company** for the purpose of determining the availability of any payment for loss arising from a **claim** made against any **insured** or the **company**.

- b) For the purpose of determining the applicability of any exclusions, the **wrongful act** of any **insured** or the **company** shall not be imputed to any other **insured** or the **company**.

3. Company authorisation

The **company** shall act on behalf of itself, all subsidiaries and all **insureds** with respect to the giving and receiving of notice under this section, including but not limited to the giving of notice of any **claim**, the payment of premiums, the receipt and acceptance of any endorsements, and the exercising or declining to exercise any right to the grant of a **discovery period**.

4. Takeover

In the event of a **takeover**, any coverage under this section with respect to **loss** arising from a **claim** shall apply only to any **loss** by reason of **wrongful acts** committed by an **insured** or the **company** prior to the date of such **takeover**.

5. Territory

This section shall apply to **claims** wherever made, based upon acts occurring anywhere in the world other than the United States of America or Canada.

6. Governing law and jurisdiction

The construction, validity, performance and interpretation of this section shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

7. Avoidance

In the event that **we** are entitled to avoid this section or this policy in its entirety, **we** may at our election instead give notice in writing to the **insured** and the **company** that we regard this section as of full force and effect except that **we** shall exclude from any payment any **loss** which has arisen or which may arise and which is related to the circumstances which entitle **us** to avoid this section or the policy.

This section shall then continue in full force and effect but shall be deemed to exclude the particular **loss** referred to in the said notice (as if the same had been specifically endorsed when the policy was issued).

Conditions precedent

Applicable to the whole of Section 13 including all endorsements and extensions unless otherwise stated.

Claims conditions precedent applicable to section 13

Claims and Notice Provisions

Claims conditions 1 to 4 are 'Conditions Precedent' which must be followed in their entirety by the **insured** and the **company** if a claim is to be considered valid under this section.

1. Notice of a claim

The **insured** and/or the **company** must give us notice in writing of any **claim** as soon as reasonably possible and in any event within 30 days of the end of the **period of insurance**.

Such notice must be sent to the 'Section 13 Notice of any claim or circumstance address' stated in the **schedule**.

2. Notice of circumstances

The **insured** and/or the **company** must give **us** notice in writing of any circumstances which might reasonably be expected to give rise to a **claim** against an **insured** or the **company**, including the reasons for the anticipation of such **claim**, with full particulars as to dates and persons involved, as soon as reasonably possible. Any subsequent **claim** arising out of the notified circumstances shall be deemed to have been made at the time of the notice to **us**.

3. Defence of claims

- a) The **insured** and the **company** must give **us** such information and co-operation as we may reasonably require and must not disclose to anyone the existence of this insurance without **our** written consent, unless as a consequence of the requirements of the law.

- b) The **insured** and the **company** must not admit liability for, or attempt to settle, any claim or incur any defence costs without **our** prior written consent. **We** shall be entitled at any time to take over and conduct in the name of the **insured** or the **company** the defence or settlement of any claim or to prosecute in the name of the **insured** or the **company** for their own benefit any claim for payment, indemnity or damages or otherwise against any third party. No action shall be taken which might prejudice **us**.

Section 5 – Directors and Officers liability

4. Contest of claims

- a) Neither the **insured** nor the **company** shall be required to contest any legal proceedings unless a barrister (to be mutually agreed upon by the **insured**, the **company** and **us**) shall advise that such proceedings should be contested.
- b) **We** will not settle any **claim** without the consent of the **insured** or the **company**. If, however, the **insured** or the **company** refuse to consent to any settlement recommended by **us** and elects to contest or continue any legal proceedings in connection with such **claim**, then **our** liability for the **claim** shall not exceed the amount by which the **claim** could have been so settled, inclusive of **defence costs** incurred with **our** consent up to the date of such refusal, and then only up to the Section 13 Aggregate limit of liability stated in the **schedule**.
- c) **We** shall be entitled to nominate a solicitor and, if appropriate, a barrister to represent the **insured**.

5. Allocation of loss

- a) With respect to **defence costs** jointly incurred by the **company** and the **insured** and any joint settlement of any **claim** made against both the **company** and the **insured**, such **defence costs** and joint settlement having been consented to by **us** (such consent shall not unreasonably be withheld), the **company** and the **insured** and **we** agree to use our best efforts to determine a fair and proper allocation of the amount as between the **company** and the **insured** and **us**.
- b) Under Cover 1 (Directors and officers liability) **we** will, to the fullest extent permissible by law, advance **defence costs** prior to the final settlement of the **claim**, unless such **defence costs** have been advanced by the **company**.
- c) Under Cover 2 (Company reimbursement liability) and Cover 3 (Company liability) **we** will, to the fullest extent permissible by law, advance **defence costs** prior to the final settlement of the claim.

Such advance payments of **defence costs** as referred to in paragraphs b) and c) (above) shall be repayable to **us** by the **insured** and the **company** severally according to their respective interests, in the event and to the extent that it is determined that they shall not be entitled under this section to payment of such **defence costs**.

Section 6 – Legal expenses

Welcome to MSL

Thank you for choosing MSL Legal Expenses Limited to provide your Business Premier Legal Expenses Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. As an MSL customer you now have legal expenses insurance to protect you in relation to the cover set out in this Policy.

A summary of the cover provided by this Policy is shown in your Keyfacts document.

You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

Our Agreement

This insurance is a contract between us (MSL Legal Expenses Limited) and you (the Policyholder shown in the Certificate of Insurance). This is a claims made policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance.

We will, subject to the terms of this Policy, provide you with the insurance set out in the Policy in respect of claims reported to us during the Period of Insurance shown in the Certificate of Insurance and for any subsequent period for which we may accept a renewal premium.

You must ensure that all the information you have given to us is accurate to the best of your knowledge. We will be entitled to refuse to accept a claim where you do not take reasonable care not to make a misrepresentation.

The Policy, Certificate of Insurance and any endorsements must be read together as one document.

Signed on our behalf



Nick Garner, Chief Executive Officer
MSL Legal Expenses Limited

The Meaning of Words in this Policy

Each of the words or terms have a specific meaning which applies wherever they appear in **bold** type in this Policy

Appointed Representative:

means the claim negotiator, lawyer or other suitably qualified person appointed by **Us** to act on behalf of the **Insured Person**, in accordance with **Our** standard terms of appointment.

Basic Award:

means the award of an Employment Tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate an **Employee** for the loss of their statutory rights.

Buildings:

means the buildings and land owned by **You** or for which **You** are legally responsible, shown in the Certificate of Insurance and used in connection with the **Business**.

Business:

means the Business shown in the Certificate of Insurance.

Compensatory Award:

means the award of an Employment Tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate an **Employee** against financial loss that relates to their dismissal.

Costs and Expenses:

means all necessary and reasonable

1. Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**;
2. Opponents costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them; in pursuing the claim including the costs of any appeal or defending an appeal, provided the **Insured Person** tells **Us** within the time limits and provided that **We** agree to the appeal.

Cross-Tax Enquiry

Means an investigation by HM Revenue & Customs into **Your** business tax affairs, which also includes an investigation into **Your** Value Added Tax return and/or Employer's Compliance.

Employee:

means any person under a contract of service with **You** in connection with the **Business**. This includes any

1. Trainee under **Your** control in connection with a government approved training scheme;
2. Ex-employee or prospective employee.

Insured Person:

means **You** and any director, partner and **Employee** of **Your Business** provided that they have **Your** permission to claim under this Policy.

Legal Proceedings:

means a legal remedy for compensation, specific performance or an injunction.

Reasonable Prospects:

means that in respect of each claim there is always more than a 50% chance of the **Insured Person** recovering damages, defending a claim or

Section 6 – Legal expenses

prosecution or obtaining a legal remedy. This will be assessed by **Us** or the **Appointed Representative**.

Tax Enquiry

means an investigation by HM Revenue & Customs into **Your** business tax affairs.

We/Us/Our:

means MSL Legal Expenses Limited.

You/Your:

means the Policyholder shown in the Certificate of Insurance attached to this Policy.

What is Insured

We will, subject to What is NOT Insured, the Claims Settlement Provisions and Conditions of this Policy provide the insurance in relation to the Insured Incidents, shown as operative in the Certificate of Insurance, set out below.

Provided that

1. **Reasonable Prospects** exist for the duration of the claim.
2. The claim is reported to **Us**
 - a. during the Period of Insurance, and
 - b. immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
3. The **Insured Person** follows the advice provided to the **Insured Person** by **Our** Claims and Advice Service.
4. The **Insured Person** seeks and continues to follow the advice from **Our** Claims and Advice Service.
5. During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** keeps **Us** up to date with all developments and the **Insured Person** follows and continues to follow the advice from **Our** Claims and Advice Service.
6. The **Business** is situated in the United Kingdom, the Isle of Man or the Channel Islands.
7. The **Buildings** are situated in the United Kingdom, the Isle of Man or the Channel Islands.
8. The event which leads to a claim arises in connection with the **Business**.

We will not pay

- a. In respect of any one claim and in total in any one Period of Insurance more than the relevant Limit of Liability and the annual aggregate limit shown in the Certificate of Insurance.
- b. The amount of any Excess shown in the Certificate of Insurance in respect of each claim.
- c. Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.
- d. Any claim relating to an **Insured Person's** previous trade, business, occupation or profession.
- e. The first 10% of **Costs and Expenses** where the **Insured Person** chooses their own lawyer or other suitably qualified person in relation to a claim under this Policy.

Insured Incidents

1. Employment Disputes

We will pay the **Costs and Expenses** in relation to the defence of **Legal Proceedings** arising from or relating to a breach of an **Employee's** contract of service which will be dealt with in an Employment Tribunal under employment legislation.

Provided that

- i. In the event of any issues arising that could give rise to a legal dispute with an **Employee**, the **Insured Person** has followed the advice provided to the **Insured Person** by **Us**.
- ii. The **Insured Person** seeks and continues to follow all advice from **Us** as to the steps to be taken in the following situations
 - Before taking any disciplinary action or commencing a disciplinary procedure.
 - Before dismissing an **Employee**.
 - Upon receipt of notification of any form of grievance by an **Employee** or a complaint of discrimination.
 - Before starting any redundancy process or making an **Employee** redundant.
 - Before seeking to make a material change to an **Employee's** contract which is likely to have a negative impact upon that **Employee**.
 - Upon becoming aware of a situation that could give rise to a potential claim for constructive dismissal by an **Employee**.

We will not pay for

- a. Any claim relating to disciplinary hearings or internal grievance procedures.
- b. The costs of any disputes relating to a settlement agreement.
- c. Any dispute relating to a shareholding, partnership or directors contract.
- d. Any claim relating to the Transfer of Undertakings (Protection of Employment) Regulations (TUPE).
- e. Any claim relating to future contracts of employment.
- f. Any claim in respect of personal injury or loss of or damage to property.
- g. Any claim relating to unpaid wages and commission or deduction from wages or commission.
- h. Any claim relating to benefits due under a contract of employment.
- i. Any claim relating to payment relating to redundancy.

Section 6 – Legal expenses

2. Employment Compensation Awards

We will pay a **Basic Award** and/or **Compensatory Award** which is awarded to an **Employee** by either a tribunal or through the Advisory, Conciliation and Arbitration Service (ACAS) Arbitration Scheme, or an amount agreed by **Us** in settlement of a dispute.

Provided that the **Basic Award** or **Compensatory Award** follows a claim which **We** have accepted under Insured Incident 1. Employment Disputes.

We will not pay for

- a. Any award arising out of the **Insured Person's** failure to provide any **Employee** with written reasons for their dismissal.
- b. Any award made as a result of the **Insured Person's** failure to provide a contract of employment or statement of terms and conditions of employment.
- c. Any award relating to any contractual rights to which the **Employee** is entitled.
- d. Any claim in relation to equal pay or the minimum wage employment legislation.

3. Health and Safety Appeals

We will pay the **Costs and Expenses** in relation to an appeal against the service of an improvement or prohibition notice, a suspension notice or an order of enforcement under the Health and Safety at Work Act 1974 or the Food Safety Act 1990.

Provided that upon becoming aware of the service of a notice or enforcement order under or in relation to the Health and Safety or Food Safety Acts, the **Insured Person** acts with due diligence in the event of any approach by the Environmental Health Office or the Health and Safety Executive.

We will not pay for any claim

- a. Relating to assault or violence, malicious falsehood, the manufacture or dealing in alcohol, illegal drugs, indecent or obscene materials or illegal immigration.
- b. In connection with an offence relating to the proceeds of any crime or criminal act.

4. Legal Defence

We will pay the **Costs and Expenses** for defending an **Insured Person's** rights relating to any

- a. Prosecution in a court of criminal jurisdiction brought or commenced against the **Insured Person** arising out of health and safety at work, occupational hygiene, food safety hygiene, food legality and the supply of safe goods.
- b. Civil action being taken against an **Insured Person** for wrongful arrest in connection with an accusation of theft.
- c. Civil action being taken against an **Insured Person**, but not **You**
 - i. under legislation for unlawful dismissal on the grounds of race, sex, sexual orientation, age, disability or religious belief arising from that person's work as an **Employee**;
 - ii. as a trustee of a pension fund set up for the benefit of **Your Employees**.
- d. Civil action for compensation under section 13 of the Data Protection Act 1998.
- e. Appealing against the refusal of the Information Commissioner to register **Your** application for registration.
- f. An **Insured Person** being served with an enforcement, de-registration or transfer prohibition notice or information notice or special information notice.

We will not pay for

- a. Any costs arising unless **You** have registered with the Data Protection Register or Data Protection Commissioner.
- b. Any claim relating to a Road Traffic Offence.

5. Contract Disputes and Debt Recovery

We will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to an agreement or alleged agreement that an **Insured Person** has entered for the buying, selling or hiring in of any goods or services.

Provided that:

- (i) Any claim for undisputed and unpaid monies owed is notified to **Us** within 45 days from the date the monies were first due and payable.
- (ii) All **Your** normal credit control procedures have been exhausted or **You** have made reasonable efforts to recover the monies owed.
- (iii) The amount in dispute exceeds the amount shown in the Certificate of Insurance.

We will not pay for

- a. Any claim relating to any land or buildings.
- b. Any claim relating to a lease or licence of any land or buildings.
- c. Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.
- d. Any claim relating to the settlement payable or the cover provided under an insurance policy.
- e. Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.
- f. A contract of employment.
- g. Arbitration arising out of an arbitration clause in any contract.
- h. Computer goods, systems or services.
- i. A breach or alleged breach of professional duty by an **Insured Person**.
- j. The monetary cost of putting right any damage caused or an alteration occasioned by or as a tenant.

Section 6 – Legal expenses

6. Property Disputes

We will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to

- a. An incident which causes or could cause physical damage to the **Buildings**.
- b. Any unlawful interference of **Your** use or enjoyment or right of the **Buildings**.
- c. The landlord's failure to maintain the **Buildings**.

Provided that

- i. The amount in dispute exceeds the amount shown in the Certificate of Insurance.
- ii. The **Buildings** are situated in the United Kingdom, the Isle of Man or the Channel Islands.

We will not pay for

- a. Any claim relating to an **Insured Person's** previous trade, business, occupation or profession.
- b. Any claim relating to the rent, service and maintenance charges or renewal of a tenancy agreement.
- c. Any claim relating to planning.
- d. Any claim where the **Insured Person** is the landlord of the **Buildings** or is leasing, sub-letting or renting out part of the **Buildings**.
- e. Any claim relating to work done by any government or local authority unless the claim is for accidental physical damage to the buildings.
- f. Any claim relating to subsidence, heave, landslip, mining or quarrying.

7. Court Attendance

For each day that an **Insured Person** is required to attend any court or tribunal at the request of an **Appointed Representative**, We will pay the actual loss of the salary or wages of an **Insured Person** for the time off work.

Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

We will not pay for any loss incurred before an **Insured Person** makes a claim.

We will not pay for any claim where **You** are unable to support **Your** loss.

8. Tax Protection

We will pay the **Costs and Expenses** for the defence of **Legal Proceedings** relating to

- a. A **Tax Enquiry** or **Cross-Tax Enquiry**.
- b. An investigation by HM Revenue and Customs of **Your** compliance with Pay As You Earn regulations.
- c. An appeal to a VAT tribunal following an assessment by HM Revenue and Customs.

Provided that

- i. **You** have taken reasonable care to ensure that **Your** accounts and tax affairs and records have been properly maintained.
- ii. All returns to HM Revenue and Customs have been completed, are correct and submitted on time.

We will not pay for any claim

- a. Relating to **Your** failure to register for VAT.
- b. Arising from a tax avoidance scheme.
- c. Arising from any investigation undertaken by HM Revenue and Custom's Special Investigations unit.

9. Licence Protection

We will pay the **Costs and Expenses** in relation to an appeal against a statutory licensing authority following an act or omission, which leads to the suspending, revoking, altering the terms of or refusal to renew a statutory licence.

10. Personal Injury

We will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of any incident causing bodily injury or death to an **Insured Person**.

Provided that the claim is the result of a sudden and specific incident.

We will not pay for any claim

- a. Which develops gradually unless it is the result of a sudden and specific event.
- b. Arising from actual or alleged clinical, medical or dental negligence.

What is NOT Insured

1. Prior Claims

Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

2. Prior Costs and Expenses

Any costs incurred before a claim is made and any **Costs and Expenses** which We do not authorise.

3. Motor Vehicles

Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.

Section 6 – Legal expenses

4. Dishonesty, Deliberate Acts, Violence and Fraud

Any claim

- a. Involving actual or alleged dishonesty or violence by the **Insured Person**;
- b. Or statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

5. Judicial Review, Mediation and Arbitration, Marital and Family Disputes, Intellectual Property, Libel and Slander, Share Options, Pensions, Date Change and Mortgage Lender

Any claim directly or indirectly relating to or resulting from

- a. A judicial review.
- b. Mediation and arbitration.
- c. Divorce, matrimonial matters, cohabitation, maintenance, custody or access.
- d. Copyrights(s), trademark(s), merchandise mark(s), registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- e. Libel or slander.
- f. Any share option or pension scheme or policy.
- g. Any device failing to recognise, interpret or process any date as its true calendar date.
- h. Any dispute arising between the **Insured Person** and any agent or mortgage lender.

6. Bankruptcy, Liquidation or Receivership

Any claim where the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **Insured Person's** affairs or property are in the care or control of a receiver or an administrator.

7. Other Insurance

Any **Costs and Expenses**, which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

8. Fines and Penalties

Fines, damages other penalties or punitive damages, which the **Insured Person** is ordered to pay by a court or other authority, except as provided for under Insured Incident 2. Employment Compensation Awards.

9. Disputes with Us

- a. Any claim against **Us**, Financial & Legal Insurance Company Limited or any company or subsidiary of the Drive Further collection of companies.
- b. Any dispute between an **Insured Person** and any domestic partner or family members permanently living with an **Insured Person**.

10. War Risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

11. Radioactive Contamination and Pressure Waves

Any claim which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

12. Territorial Limits

Any claim

- a. Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man;
- b. Which occurs outside the United Kingdom, the Channel Islands or the Isle of Man;
- c. Where the **Insured Person** permanently lives outside the United Kingdom, the Channel Islands or the Isle of Man.

Claims Settlement Provisions

1. Reasonable Precautions

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts, which will result in a claim.

2. When You Must Report a Claim to Us

The **Insured Person** must tell **Us** immediately of any circumstances which may give rise to a claim.

3. Acceptance of a Claim

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if **Reasonable Prospects** exist and the claim is reported to **Us** immediately after the **Insured Person** becomes aware of circumstances which may give rise to a claim, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**. If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person's** own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if Counsel's opinion clearly shows that there are merits in proceeding.

Section 6 – Legal expenses

4. Conduct of the Claim

i. We will be entitled

- To have direct contact with the **Appointed Representative**;
- To take over and conduct in the **Insured Person's** name any claim or **Legal Proceedings** at any time and negotiate any claim on behalf of the **Insured Person**;
- To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative**.

ii. What the **Insured Person** must do

- Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist;
- Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim;
- Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Policy;
- Take all reasonable steps to resolve disputes that otherwise may give rise to a claim;
- Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court;
- Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited if **We** request.

iii. What the **Insured Person** must not do

- Withdraw from any claim or **Legal Proceedings** or withdraw instructions from **Us** without **Our** consent or the consent of the **Appointed Representative**;
- Pursue a claim in any way against the advice or Instructions from **Us** or the **Appointed Representative**;
- Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**;
- Agree to settle any claim on any basis or reject any offer to settle a claim, without **Our** consent or the consent of the **Appointed Representative**.

Please Note

We will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in ii. and iii. above.

5. Payment Instead of Pursuing or Defending a Claim

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

6. Legal Proceedings

Any **Legal Proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim. If there is any dispute about the choice of lawyer **We** will ask the president of the relevant national Law Society to choose a suitably qualified lawyer.

Where the **Insured Person** chooses their own lawyer or other suitably qualified person, **We** will not pay the first 10% of any **Costs and Expenses** charged by the **Insured Person's** own lawyer or other suitably qualified person.

Conditions

1. Observance of Terms

Anyone making a claim under this Policy must have **Your** permission and observe the terms under this Policy.

2. Cancellation

You may cancel this Policy within 14 days of its inception without any premium charge provided that there have been no claims. Thereafter **You** may cancel the Policy at any time however no refund of premium will be available. If **You** cancel the Policy **You** must contact **Your** insurance adviser.

We may cancel this Policy at any time provided that **We** give **You** 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in relation to any other claim under the Policy.

Where **We** cancel this Policy no refund of premium will be available. If **We** cancel the Policy **We** will write to **You** at **Your** address shown in **Our** records.

Section 6 – Legal expenses

3. Arbitration

Any dispute or difference of any kind between **Us** and an **Insured Person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

4. New Rules

If during the Period of Insurance, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation, judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **Our** or **Your** material detriment, **We** reserve the right to amend this Policy to deal appropriately (fairly to both **You** and **Us**) with such changes. In those circumstances **We** will issue an endorsement to this Policy notifying **You** within 21 days of the proposed changes by sending to **You** details of those changes to **Your** last known address. **You** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

5. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

6. Waiver

If **We** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

7. Recoveries

We reserve the right, at **Our** own expenses, to take proceedings in the name of the **Insured Person** to recover any payment made under this Policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Policy such **Costs and Expenses** must be immediately repaid to **Us**.

8. Governing Law

This Policy is subject to the law applicable to **Your Business** being registered in the United Kingdom, the Isle of Man or the Channel Islands.

9. Assignment

This insurance is between and binding upon **Us** and **You** and their respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.

How to Make a Claim and Advice Service 0161 495 4490

If **You** need to contact **Us** or need to make a claim **You** can call **Us** on the above number, email **Us** at info@msl.co.uk or write to MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

If there is a claim, which is covered by the Policy **We** will then send the **Insured Person** a claim form to be completed and returned to **Us**.

If the claim is reported to **Us** during the Period of Insurance and is accepted and **Reasonable Prospects** exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an **Appointed Representative** or other suitably qualified representatives to act on behalf of the **Insured Person**.

Please note that

- Any costs incurred before a claim is made and any costs which **We** do not authorise are not insured by this Policy.
- Under this Policy there must be **Reasonable Prospects** for any claim to proceed. This does not apply to Insured Incident 7. Court Attendance and 8. Tax Protection.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Person** be entitled to choose their own lawyer.

How to Make a Complaint

Our aim is to provide a first class standard of service at all times.

If **You** feel that **You** have been let down and **You** wish to raise a Complaint about the sale of this Policy, please contact **Your** insurance adviser.

If **You** feel that **We** have let **You** down and **You** wish to raise a complaint, please contact **Us** on 0161 495 4490 or in writing to The Compliance Department, MSL Legal Expenses Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Please quote the Certificate number on **Your** Certificate of Insurance on all correspondence.

Our staff will attempt to resolve **Your** complaint immediately. Where this is not possible, **We** will acknowledge **Your** complaint within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter, if **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at Exchange Tower, London, E14 9SR.

The use of these facilities does not affect **Your** right to take legal action.

Section 6 – Legal expenses

Financial Services Compensation Scheme

MSL Legal Expenses Limited and Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the “Compensation Scheme”). If they are unable to meet their obligations under this Policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

Data Protection

We act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What we process and share

The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, **Appointed Representatives**.
- Directly from **You**.

We will not pass **Your** information to any third parties except to enable **Us** to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other **Appointed Representatives**.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner’s Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

Please read your policy document carefully and keep it in a safe place

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under No. 202915. Registered in England under Company No. 03034220.

MSL Legal Expenses Limited, Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW. Registered in England No. 2210857. MSL Legal Expenses Limited is authorised and regulated by the Financial Conduct Authority under No. 311676.

Form reference: BPP MSL 03/2018