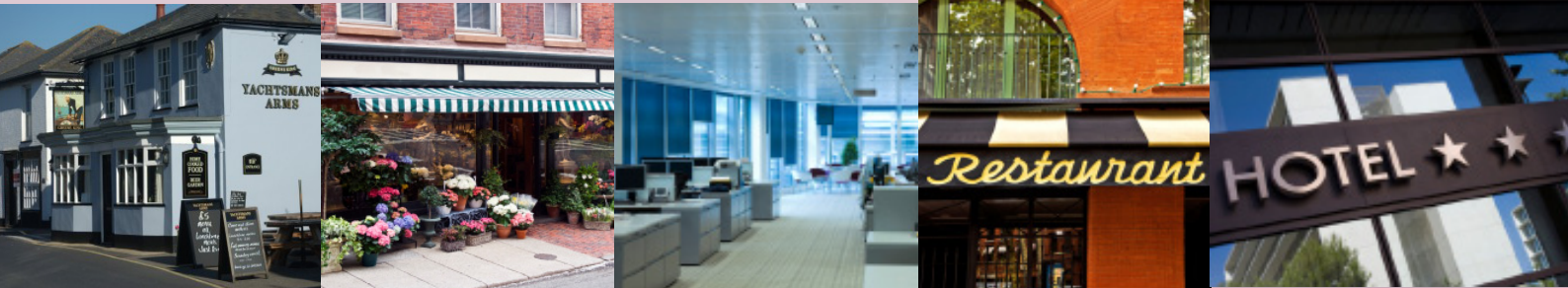


POLICY WORDING

Please read carefully and retain



Property Insurance for Commercial Property Owners

Welcome to Intasure Property Insurance

Designed specifically for Commercial Property Owners



Introduction

In return for payment by the Insured to the Insurers of the premium required the Insurers will provide the insurance described herein subject to the provisions set out in this Policy.

This policy of insurance is issued in accordance with the authorisation granted under contract to Intasure® and underwritten by insurers named in the Schedule.

This policy should be read together with your schedule and any endorsements.

Your premium has been based upon the information shown in the schedule and you should ensure that you are clear which sections of cover you have included, the details of which are shown on your schedule; you understand what each section covers and the restrictions and exclusions that apply; and what your responsibilities are under the policy as a whole.



for and on behalf of Intasure®

Intasure

Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent
TN4 8BS

ENQUIRIES: 0345 111 0670

Monday - Friday 9am – 5.30pm

CLAIMS: 01371 829 276 Kelly Adjusters Limited

Intasure® is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. www.intasure.com/business

The **Policy** has several Sections. Check **Your Schedule** to see which Sections are in force and any clauses or endorsements that are applicable.

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Introduction

Certification and extent of policy coverage

This is to certify that in accordance with the authorisation granted under Contract Number BW0175319 to Arthur J. Gallagher Insurance Brokers Limited trading as Intasure by **insurers** whose identity is as stated in the **Schedule**, hereafter referred to as **Insurers**, and in consideration of the premium specified having been paid, **Insurers** agree to the extent and in the manner detailed, to indemnify the **Insured** against **Damage** sustained or legal liability for accidents happening, which occur during the **Period of Insurance** and arising from the **Business**, as detailed in the **Schedule**, after such **Damage** or liability has been proved by court judgement or award, or settlement agreed by the **Insurers**.

Provided always that:

- 1) **Insurers** liability shall not exceed the limits of liability expressed in the **Schedule** or such other limits of liability as may be substituted by **Endorsement** and agreed by or on their behalf;
- 2) this **Policy** insures only in respect the sections specified in the **Schedule**.
- 3) this **Policy** is subject to all the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together

This **Policy** has been issued and signed on behalf of the **Insurers** as stated in the **Schedule** by:

Intasure
Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent
TN4 8BS



Authorised signatory

Insurance Act 2015

Insurance Act 2015 - Remedies for breach of the duty of fair presentation

- 1) If, prior to entering into this insurance contract, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.
 - a) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:
 - i) The **Insurer** may avoid the contract, and refuse to pay all claims; and,
 - ii) The **Insurer** need not return any of the premiums paid.
 - b) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of fair presentation:
 - i) If the **Insurer** would not have entered into the contract at all, the **Insurer** may avoid the contract and refuse all claims, but must return the premiums paid.
 - ii) If the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the **Insurer** so requires.
 - iii) In addition, if the **Insurer** would have entered into the contract, but would have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.
- 2) If, prior to entering into a variation to this insurance contract, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.
 - a) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:
 - i) The **Insurer** may by notice to the **Insured** treat the contract as having been terminated from the time when the variation was concluded; and,
 - ii) The **Insurer** need not return any of the premiums paid.
 - b) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of fair presentation:
 - i) If the **Insurer** would not have agreed to the variation at all, the **Insurer** may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
 - ii) If the **Insurer** would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the **Insurer** so requires.
 - iii) If the **Insurer** would have increased the premium by more than it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.
 - iv) If the **Insurer** would not have reduced the premium as much as it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{reduced total premium}) \times 100$.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

Customer Information

Who is the Insurer ?

This **Policy** is underwritten by Argenta Syndicate 2121 at Lloyd's.

Who is the regulator?

Argenta Syndicate Management Limited (registered number 204974) (ASML) is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA. The FCA's website, which includes a register of all regulated firms can be visited at www.fca.org.uk/register.

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services, including insurance.

What to do if you have a complaint:

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact

The Managing Director
Intasure
Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent
TN4 8BS

Tel: 0345 111 0680

Policy Queries Email: admin@intasure.com

Claims Email: newclaims@kellyadjusters.co.uk

In the event that you remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

Their address is:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Tel No: +44 (0)20 7327 5693

Fax No: +44 (0)20 7327 5225

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

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, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in

the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

Definition of an Eligible Complainant

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed £2 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint. The FOS will only consider **Your** complaint if **You** have given Intasure or the **Underwriter** the opportunity to resolve it.

Financial Services Compensation Scheme (FSCS)

All the **Insurers** on the Intasure Commercial Property Owners **Policy** are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of **Business** or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim.

Further information about the compensation scheme can be obtained from the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Tel: 0800 678 1100 or 020 7741 4100

Website: www.fscs.org.uk

Your Right to Cancel

You have the right to cancel the insurance **Policy** within 30 days of receiving the **Policy** documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **you** will have received the **Policy** document upon the day following the date it was posted to the **Insured** by first class post.

If the **you** do cancel this insurance within the initial 30 day period, then no cover will have been in place from the date of inception, as specified in the **Schedule**, and no liability whatsoever shall attach to the **Insurers** in respect of the **Policy**.

If **you** do not exercise **your** right of cancellation within the initial 30 day period, this insurance **Policy** will automatically come into force from the inception date specified in the **Schedule**. **You** will remain liable to pay the full annual premium. Following the expiry of the initial 30 day period, this insurance **Policy** may be cancelled at any time at **your** written request. **Insurers** reserve the right not to allow a return of premium.

Customer Information

To exercise **your** right to cancel, contact Intasure, who arranged this cover for **you**.

The Law that Governs this Policy and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this insurance **Policy** shall be subject to English Law.

The indemnity provided by this **Policy** shall apply only to judgements against the **Insured** in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this **Policy** has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

Employers' Liability Tracing Office (ELTO) and Your Data

Your Policy details will be added to the Employers Liability Database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the Employers' liability insurer of an employer at a particular point in time.

- **You** can find out more;
- by contacting us; or,
- at www.elto.org.uk.

Employers Liability Insurance - mandatory information required

You must provide us with the following information for each entity insured under this section of the **Policy**:

1. Employer name; and
2. Full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, you must provide us with one of the following reasons:

- a. The entity has no employees; or
- b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. The entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform us as soon as practicable of any changes to the above information. This information is required by us to enable compliance with mandatory regulatory requirements for Employers' liability insurance.

Fraudulent claims

- 1) If **You** make a fraudulent claim under this **Policy**, We:
 - a) Shall not be liable to pay the claim; and
 - b) May recover from **You** any sums paid by Us to **You** in respect of the claim; and
 - c) May by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.
- 2) If We exercise Our rights under clause (1)(c) above:
 - a) We shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
 - b) We need not return any of the premiums paid.

Nothing in this clause is intended to vary the position under the Insurance Act 2015."

Several Liability

The liability of the **Insurers** is several and not joint and is limited solely to the extent of their individual proportions as shown in the **Schedule**. The **Insurers** are not responsible for the subscription of any co-subscribing **Insurers** or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Definitions

Wherever the following words and phrases appear in this **Policy** they will always have these meanings.

Act of Terrorism

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

Business

Business described in the **Policy Schedule**.

Contract Works

Temporary or permanent works executed or in the course of execution at the **Premises** by **You** or on **Your** behalf for the purposes of alterations or improvements to the **Premises** including unfixed site materials for use in connection therewith.

Costs and Expenses

- (1) All **Costs and Expenses** recoverable by any claimant from **you**.
- (2) The **Costs and Expenses** incurred with the written consent of the **Insurers** for
 - (a) representation at any Coroner's Inquest or Inquiry in respect of any death
 - (b) the defence of proceedings in any court brought against **you** in respect of breach or alleged breach of statutory duty resulting in **Injury**
- (3) All other **Costs and Expenses** of litigation incurred with the written consent of the **Insurers** relating to an occurrence which may give rise to indemnity

Damage

Loss destruction or damage.

Deductible / Excess

Amount of each and every claim which is not covered and for which the **Insured** shall be their own insurer.

Employee

- (1) Any person under a contract of service or apprenticeship with the **Insured**.
- (2) Any labour master or labour only subcontractor or person supplied by any of them.
- (3) Any self employed person.
- (4) Any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the **Insured**.

- (5) Any person participating in any government or otherwise authorised work experience training study exchange or similar scheme.

Whilst engaged in working for the **Insured** in connection with the **Business**.

Endorsement

Means any amendments relating to the insurance provided by this **Policy** which are

- (1) not within the **Policy** but attached to any **Schedule** issued by the **Insurers** or
- (2) within the **Policy** and stated in the **Policy Schedule** as applying to this **Policy**

Geographical Limits

The United Kingdom of Great Britain, the Channel Islands and the Isle of Man.

Heave

Upward and/or lateral movement of the site on which **Your** buildings stand caused by swelling of the ground.

Injury

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

Insured/you/your

Person(s) and/or company(ies) named in the **Policy Schedule**.

Insurers / Underwriters

Argenta Syndicate 2121 at Lloyd's.

Landslip

Downward movement of sloping ground.

Period of Insurance

Period of insurance stated in the **Policy Schedule** or any subsequent period for which the **Insured** pays and the **Insurers** accept the premium.

Policy

Policy and Schedules specifications memoranda endorsements or notices attached or issued by the **Insurers**.

Pollution

- (1) Pollution or contamination by naturally occurring or man made substances forces or organisms or any combination of them whether permanent or transitory and however occurring and
- (2) All loss destruction **Damage** or **Injury** directly or indirectly caused by such pollution or contamination

Premises

Premises at the address(es) shown in the **Schedule** to each Section insured by this **Policy** but where no premises are so stated the

Definitions

address of premises shall be as stated in the **Policy Schedule**.

Schedule

Most current **Schedule** issued to the **Insured** by the **Insurers**.

Subsidence

Downward movement of the site on which **Your** buildings stand by a cause other than the weight of the buildings themselves

GENERAL EXCLUSIONS TO THIS POLICY

(1) GENERAL

The following Exclusions apply to all Sections of **your Policy** except Section 4 – Employers' Liability.

This **Policy** does not cover any loss or **Damage** caused as a result of the property being used for illegal activities or, loss destruction **Damage** consequential loss **Injury** liability claim cost or expense directly or indirectly caused by or contributed to by or arising from or relating to

(a) Radioactive Contamination

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) The emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals.
- (v) The emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s)).

(b) Pressure Waves

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

(c) Pollution

as defined in the General Definitions and Interpretations other than **Pollution** resulting in **Damage** to property insured by this **Policy** or interruption of or interference with the **Business** not otherwise excluded caused by any Defined perils (1) - (8) and (10) of Section 1 - Buildings and Contents.

(2) WAR AND ACT OF TERRORISM

This **Policy** does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of

- (a) war invasion acts of foreign enemies hostilities or warlike

operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law 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 **Act of Terrorism** or any action taken in controlling preventing suppressing or in any way relating to any of the above.

- (b) riot civil commotion and (except in respect of **Damage** by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland other than in respect of the insurance provided by Section 3 – Property Owners Liability and Section 4 – Employers' Liability

In any action suit or other proceedings where the **Insurers** allege that by reason of **Policy** Definition **Act of Terrorism** any claim hereunder is not covered by this **Policy** the burden of proving that such claim hereunder is covered shall be upon **you**

This Exclusion shall apply to all Sections of this **Policy** other than Section 4 – Employers Liability to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees and provided that the maximum Limit of Indemnity for any one claim or series of claims arising from one source or original cause shall not exceed £5,000,000

(3) DATE RECOGNITION FAILURE

This **Policy** does not cover

- (1) **Damage**
 - (2) loss of Gross Rentals and additional expenditure
 - (3) legal liability other than Employers' Liability
 - (4) **Costs and Expenses** other than in connection with Employers' Liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media micro chip integrated circuit or similar device or any computer software whether the property of the **Insured** or not
- (a) correctly to recognise any date as its true calendar date
 - (b) correctly to capture save retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

GENERAL EXCLUSIONS TO THIS POLICY

(c) correctly to capture save retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture save retain or process such data

Provided that (1) and (2) shall not apply to

- (i) subsequent **Damage** or
- (ii) subsequent interruption of or interference with the **Business**

not otherwise excluded which results from any of Defined Perils (1) - (8) and (10) of Section 1 - Buildings and Contents

(4) ELECTRONIC DATA

This Exclusion applies to all Sections of this **Policy** other than Sub Section 3 Property Owners Liability Section and Section 4 Employers' Liability.

This **Policy** does not cover loss destruction **Damage** or consequential loss directly or indirectly occasioned by or happening through or in consequence of Computer Virus(es) or from erasure or corruption or alteration of Electronic Data.

Computer Virus means a corrupting instruction that propagates itself via a computer system or network.

Electronic 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 data or the direction and manipulation of such equipment.

Provided that this Exclusion shall not apply to **Damage** which results from any of Defined Perils (1) - (3) and (5) - (7) of Section 1 - Buildings and Contents.

(5) SANCTION LIMITATION AND EXCLUSION CLAUSE

The **Insurers** shall not be deemed to provide cover and nor shall they be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurers** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

GENERAL CONDITIONS TO THIS POLICY

The following Conditions apply to all Sections of **your Policy** and **you** must comply with them or **your Policy** may be 'impacted' by **Your** failure in not complying.

If **you** need to notify the **Insurers** of a claim or of any circumstances or incident which may cause a claim **you** should contact Intasure.

(1) PROCEDURE FOR NOTIFYING CLAIMS

If any event happens which may give rise to a claim being made under this **Policy** **you** must

- (a) notify the **Insurers** as soon as possible and give full details of the occurrence
- (b) inform the police as soon as practicable of any malicious **Damage** or of the theft or loss of any property or **Money**
- (c) forward to the **Insurers** as soon as practicable on receipt and without answering it any letter claim writ summons or process
- (d) send to the **Insurers** at **your** own expense a written claim together with such detailed particulars and proofs certificates or other documents as may reasonably be required by the **Insurers** and send also details of any other insurance covering the loss destruction **Damage** or liability for which **you** are claiming under this **Policy** within
 - (i) seven days of **Damage** caused by riot civil commotion strikes labour disturbances or malicious persons
 - (ii) 30 days of the expiry of the Indemnity Period in the event of a claim under the **Business** Interruption Section of this **Policy**.
 - (iii) 30 days of **Damage** by any other cause or **Injury** insured by this **Policy**.
- (e) take all reasonable steps to diminish or avoid the **Damage** and to minimise any interruption of or interference with the **Business**.
- (f) not negotiate with nor make any admission of liability nor offer payment or promise to any party without the **Insurers'** written consent.

(2) SUBROGATION

In the event of any claim under this **Policy** **you** shall at the **Insurers'** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **your** name before or after any payment is made by the **Insurers**.

(3) THE INSURERS' RIGHTS

If any event happens which may give rise to a claim under this **Policy** the **Insurers** will be entitled to

- (a) enter the building where **Damage** has occurred and to

take and keep possession of damaged property insured herein and to deal with the salvage in a reasonable manner and this Condition shall be proof of **your** consent for such purpose - no property may be abandoned to the **Insurers**.

- (b) exercise sole conduct and control over the defence or settlement of any claim made upon **you** or any other person covered by this **Policy** by any other party.
- (c) prosecute in **your** name or the name of any other person covered by this **Policy** but for the **Insurers'** benefit any claim for damages or indemnity.

(4) OTHER INSURANCE

If at the time of any **Injury** or **Damage** there be any other insurance

- (a) covering the whole or part of such **Injury** or **Damage** whether effected by the **Insured** or not then the **Insurers** shall not be liable to pay or contribute more than their rateable proportion of the total payment made for such **Injury** or **Damage**.
- (b) on any of the property insured herein either alone or together with any other property which shall be subject to any condition of average or is limited in respect of the value of any article or the total amount is divided in respect of said property then this **Policy** may at the option of the **Insurers** be held to contain the same condition of average limit of value or division of amount pro rata.
- (c) which more specifically insures property insured herein this **Policy** will not apply except in respect of any amount over and above that recoverable under such more specific insurance.

This Condition does not apply to any personal accident benefit provided under this **Policy** in respect of death or **Injury** to any insured person.

(5) EFFECT OF CLAIMS ON SUMS INSURED

Except where otherwise provided for under any Section of this **Policy**.

- (a) the Sums Insured in this **Policy** will be reduced until expiry of the **Period of Insurance** by the amount of any loss destruction **Damage** interruption or interference with **your Business**.
- (b) if any Sum Insured is subject to an Underinsurance Condition and further claims arise before expiry of the **Period of Insurance** the application of such Underinsurance Condition may have the effect of increasing the proportion of the loss which **you** will have to bear.

GENERAL CONDITIONS TO THIS POLICY

- (c) on request and if not otherwise provided for under any Section of this **Policy** following a claim the **Insurers** will consider reinstating the original Sums Insured subject to any additional premium revised terms and further precautions that may be necessary.

(6) RECOVERY OF LOST OR STOLEN PROPERTY

If any lost or stolen property which is the subject of a claim under this **Policy** is recovered **you** must inform the **Insurers** as soon as reasonably possible by recorded delivery letter.

If the property is recovered before the payment of the claim for loss of that property **you** must reclaim such property and the **Insurers** will then indemnify **you** under the terms of this **Policy** for any **Damage** sustained to such property.

If the property is recovered after payment of the claim for loss of that property the property will then belong to the **Insurers** but **you** will have the option of retaining the property and refunding to the **Insurers** any claim payment the **Insurers** have made for the property subject to any appropriate adjustment for **Damage** to the property.

(7) ARBITRATION

If the **Insurers** accept liability for a claim under this **Policy** but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time.

In these circumstances the arbitrator's award must be made before there is any right of action against the **Insurers**.

(8) COMPLIANCE WITH TERMS

The **Insurers'** liability to make any payment under this **Policy** is conditional on

- (a) the compliance with this **Policy's** terms and conditions by **you** or any person claiming indemnity or benefit under this **Policy**.
- (b) the truth accuracy and completeness of all information supplied to the **Insurers** in connection with this insurance.

(9) PRECAUTIONS

You must

- (a) take all reasonable precautions to safeguard any property insured by this **Policy** against **Damage** and to prevent **Injury** or loss or destruction of or **Damage** to other property.
- (b) exercise reasonable care in the selection and supervision of **your** Employees.
- (c) take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any

authority.

- (d) maintain the **Premises** and all other property insured in a sound condition.

(10) WORKMEN AND ALTERATION TO THE PREMISES OR BUSINESS

Workmen and tradesmen are allowed in or about the **Premises** for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance but the **Insurers** have insured **you** on the basis of information supplied and cover under this **Policy** will cease if

- (a) there are changes to the **Premises** or the building in which it is located or to **your Business** which may increase the risk of loss destruction **Damage** liability accident or **Injury**.
- (b) there are changes in the occupancy or use of the **Premises**.
- (c) **your** interest in the **Premises** or **your Business** ceases.
- (d) **your Business** is wound up or carried on by a liquidator or receiver or permanently discontinued.

Unless **you** have notified the **Insurers** within a reasonable time and the **Insurers** have agreed to such changes in writing.

(11) PREMIUM ADJUSTMENT

If any part of the premium is calculated on estimates **you** shall keep an accurate record containing all relevant particulars and shall at any time allow the **Insurers** to inspect such record.

You shall within one month after the expiry of each **Period of Insurance** supply particulars and information as the **Insurers** may require and the premium for such period shall be adjusted subject to any minimum premium.

(12) CANCELLATION

The **Insurers** may cancel this **Policy** by sending seven days notice by recorded delivery letter to **you** at **your** last known address and making a proportionate return of premium for any unexpired **Period of Insurance** for which **you** have paid.

Where a claim has been made during the current **Period of Insurance** the full annual premium will still be payable despite cancellation of cover and **Insurers** reserve the right to deduct this from any claim payment.

The **Insurers** 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

GENERAL CONDITIONS TO THIS POLICY

documentation we request; or

- threatening or abusive behaviour or the use of threatening or abusive language.

(13) TAX

In addition to the premium **you** will pay to the **Insurers** any tax due on the premium which the **Insurers** are required to collect will be incorporated in accordance with current legislation.

(14) HOW DO WE MAINTAIN YOUR PRIVACY?

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that you have obtained all appropriate consents, where required, tell them you are providing their information to us and show them a copy of this notice.

You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Details of Your Insurers Privacy Notice is available at <http://www.argentagroup.com/sites/default/files/PrivacyNotice.pdf>

(15) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

SECTION 1 - BUILDINGS AND CONTENTS

INSURING CLAUSE

If any **Property** suffers **Damage**

- (1) caused by any Peril for which the **Insurers** are liable.
- (2) during the **Period of Insurance**

the **Insurers** will pay or at their option will reinstate or replace **your Property** or any part of it which is lost destroyed or damaged up to the Limit of Liability.

DEFINITIONS TO THE BUILDINGS AND CONTENTS SECTION

For the purpose of determining where necessary the definition within which any **Property** is insured the **Insurers** agree to accept the designation under which such **Property** has been entered in **your** books.

Property

Item(s) of property described in the **Schedule** applicable to this Section including those defined below.

Perils

Means perils shown in the **Schedule** applicable to this Section.

Specific Perils

Perils defined below and stated in the **Schedule** applicable to this Section except accidental loss destruction or **Damage**.

PROPERTY DEFINITIONS

Buildings

Buildings at the **Premises** stated in the **Schedule** applicable to this Section and includes at the same address

- (1) landlords' fixtures and fittings.
- (2) outbuildings extensions annexes and gangways.
- (3) walls gates and fences.
- (4) yards and car parks.
- (5) telephone gas water and electric installations piping ducting cables wires and associated control gear and accessories extending to the public mains which **you** are responsible to repair or reinstate.

Contents

Contents in common areas of the Buildings consisting of furniture and furnishings the **Property** of the **Insured** or for which they are responsible excluding

- (1) money and personal effects.
- (2) computers and computer systems records.
- (3) audio visual equipment.
- (4) **Business** books and documents.
- (5) curiosities rare books works of art or articles of antique furniture exceeding £500 in value unless specified in the **Schedule** applicable to this Section.
- (6) china or other fragile or brittle objects exceeding £500 in value unless specified in the **Schedule** applicable to this Section.

- (7) any other **Property** exceeding £1,000 in value unless specified in the **Schedule** applicable to this Section.

DEFINED PERILS

- 1 Fire lightning earthquake or explosion.
- 2 Aircraft or other aerial devices or articles dropped from them.
- 3 Riot civil commotion strikers locked out workers labour and political disturbances.
- 4 Malicious persons excluding **Damage**
 - (a) by theft or attempted theft.
 - (b) caused by the occupiers of the buildings.
- 5 Storm or flood.
- 6 Escape of water from any tank apparatus or pipe or oil from any fixed heating installation.
- 7 Impact by any road vehicle train or animal.
- 8 Theft or attempted theft of Property from any building at the **Premises** excluding **Damage**
 - (a) which does not involve
 - (i) entry to or exit from such building or attempt thereof by forcible and violent means.
 - (ii) hold up accompanied by violence or threat of violence at the **Premises**.
 - (b) caused by any occupier of the Buildings either as principal or accessory.
- 9 Accidental loss destruction or **Damage** excluding **Damage**
 - (a) by any of the Defined **Perils** (1) – (8) and (10).
 - (b) which would not be insured in consequence of any of the exclusions to a Defined Peril.
- 10 **Subsidence** ground **Heave** or **Landslip** excluding
 - (a) **Damage** to **Property** other than the main buildings at the **Premises** unless the main buildings are damaged at the time by the same cause.
 - (b) **Damage** caused by
 - (i) settlement or movement of made up ground.
 - (ii) coastal or river erosion.
 - (iii) defective design or workmanship or the use of defective materials.
 - (c) the first £1,000 of each and every claim.

SECTION 1 - BUILDINGS AND CONTENTS

LIMIT OF LIABILITY

The **Insurers** liability under this Section will not exceed

- 1 the Sum **Insured** for each Item
- 2 in total the Total Sum **Insured**

stated in the **Schedule** applicable to this Section.

Provided that if at the time of **Damage** the value of the Property or the total value of all Property for which one Sum Insured is stated in the **Schedule** applicable to this Section exceeds that Sum Insured the amount payable for such Property shall be proportionately reduced.

EXCLUSIONS TO THIS SECTION

This Section does not cover.

Deductible

- 1 The first £250 of each and every claim other than where a more specific **Deductible** is referred to elsewhere in this Section.
Inbuilt defect wear tear and defective workmanship.
- 2 **Damage to Property** caused by or consisting of
 - (a) inbuilt or latent defect gradual deterioration wear and tear its own faulty or defective design or materials
 - (b) faulty or defective workmanship operational error or omission on **Your** part or that of any of **Your Employees**but subsequent **Damage** which itself results from a cause not excluded elsewhere in this Section or **Policy** is covered under this Section.

Frost

- 3 **Damage** caused by or consisting of frost
but subsequent **Damage** which itself results from a cause not excluded elsewhere in this Section or **Policy** is covered under this Section.

Corrosion or change in temperature

- 4 **Damage** caused by or consisting of
 - (a) corrosion rust wet or dry rot shrinkage evaporation contamination loss of weight dampness dryness marring scratching denting vermin or insects.
 - (b) change in temperature, colour, flavour, texture, or finish,
but the following is covered under this Section
 - (i) such **Damage** not excluded elsewhere in this Section or **Policy** which itself results from any Specific Peril or from any other accidental cause.
 - (ii) subsequent **Damage** which itself results from a cause not excluded elsewhere in this Section or **Policy**.

Joint leakage or breakdown

- 5 **Damage** consisting of
 - (a) joint leakage or failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam or feed piping connected to them.
 - (b) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which breakdown or derangement originates
but the following is covered under this Section
 - (i) such **Damage** not excluded elsewhere in this Section or **Policy** which itself results from any Specific Peril.
 - (ii) subsequent **Damage** which itself results from a cause not excluded elsewhere in this Section or **Policy**.

Subsidence ground heave or landslip

- 6 **Damage** caused by or consisting of **Subsidence** ground **Heave** or **Landslip** unless resulting from fire, explosion, earthquake or escape of water, except in so far as **Subsidence**, ground **Heave** or **Landslip** may be insured by this Section.

Change in the water table level

- 7 **Damage** attributable to change in the water table level.

Settlement of new structures

- 8 **Damage** caused by or consisting of normal settlement or bedding down of new structures.

Theft fraud or dishonesty

- 9 **Damage** caused by or consisting of theft or attempted theft where any person in **Your** employment or service or any member of **Your** family are concerned as principal or accessory.

Collapse of buildings

- 10 **Damage** to a building or structure caused by its own collapse or cracking unless resulting from a Specific Peril.

Property in the open

- 11 **Damage** to moveable **Property** in the open fences or gates caused by theft, wind, rain, hail, sleet, snow, flood or dust.

Riot or civil commotion

- 12 Caused by riot or civil commotion except in so far as riot or civil commotion are insured by this Section.

Machinery requiring statutory inspection

- 13 **Damage** caused by explosion of and originating in any vessel machinery or apparatus or its contents belonging to **You** or under **Your** control which is required to be inspected to comply with any regulations or statutory provisions unless such vessel, machinery or apparatus is the subject of a **Policy** or other contract providing the required inspection

SECTION 1 - BUILDINGS AND CONTENTS

service.

Steam pressure apparatus

14 Damage caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control but subsequent **Damage** which itself results from a cause not excluded elsewhere in this Section or **Policy** is covered under this Section.

Self ignition of electrical apparatus

15 To any electrical apparatus or wiring caused by its own self ignition.

But this Exclusion shall only apply to that part of the electrical apparatus or wiring in which the self ignition occurs.

Property insured by other insurance

16 Any **Property** which at the time of **Damage** is insured by a more specific insurance.

SPECIAL CONDITIONS TO THIS SECTION

1 Reinstatement Basis of Payment

Subject to the undernoted provisions the basis upon which the amount payable in respect of any Item to which this Condition applies 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 the liability of the **Insurers** is not increased may be carried out
 - (i) in any manner suitable to **your** requirements.
 - (ii) upon another site.

- (b) the repair or restoration of **Property** damaged.

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

Provided that

- (i) The liability of the **Insurers** 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
- (ii) 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** insured by any Item subject to this Condition exceeds its Sum Insured at the commencement of any **Damage** the liability of the **Insurers** shall not exceed that proportion of the amount of the **Damage** which the said Sum Insured shall bear to the sum representing the whole of such **Property** at that time.
- (iii) No payment beyond the amount which would have been payable in the absence of this Condition shall be made

- (a) unless reinstatement commences and proceeds without unreasonable delay.
- (b) until the cost of reinstatement shall have been actually incurred.
- (c) if the **Property** insured by any Item 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.

2 Day One Value Basis

This Condition only applies when Day One Value Basis (DOVB) is stated against any Item in the **Schedule** applicable to this Section.

- (a) The **Insured** having stated in writing the Declared Value incorporated in each Item to which this Condition applies the premium has been calculated accordingly Declared Value means **Your** assessment of the cost of reinstatement of the **Property** insured by any Item arrived at in accordance with paragraph (a) of Special Condition (1) at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the Item provides due allowance for
 - (i) the additional cost of reinstatement to comply with Public Authority requirements.
 - (ii) professional fees.
 - (iii) debris removal costs.
- (b) At the inception of each **Period of Insurance** the **Insured** shall notify the **Insurers** of the Declared Value of the **Property** insured by each of the said Item(s).
In the absence of such declaration the Declared Value for the previous **Period of Insurance** shall be increased by a percentage determined by the **Insurers** and the resultant figure shall be taken as the Declared Value for the ensuing **Period of Insurance**.
- (c) Proviso (ii) of Special Condition (1) is amended to read.
If at the time of **Damage** the Declared Value of the **Property** insured by such Item be less than the cost of reinstatement (as defined above) at the inception of the **Period of Insurance** then the **Insurers** liability for any **Damage** shall not exceed that proportion thereof which the Declared Value bears to the cost of reinstatement.

3 Index Linking

This Condition only applies when Index Linking (IL) is stated against any Item in the **Schedule** applicable to this Section.

The Sum Insured (and the Declared Value where appropriate) on any Item will be increased by a percentage determined by the **Insurers** and such revised Sum Insured (and Declared Value) in the absence of advice from **You** to the contrary will be deemed to apply for the ensuing **Period of Insurance**.

SECTION 1 - BUILDINGS AND CONTENTS

4 Subrogation Waiver

In the event of a claim arising under this Section the **Insurers** agree to waive any rights remedies or relief to which they may become entitled by subrogation against

- (a) any company
 - (i) in the relation of holding company or subsidiary to **you**
 - (ii) which is a subsidiary of a parent company of which **you** are yourself a subsidiary

In each case within the meaning of the relevant companies' legislation current at the time of the **Damage**.

- (b) the tenant of any Building insured by this Section provided that
 - (i) the **Damage** did not result from a breach of the terms of the lease by the tenant.
 - (ii) the **Damage** did not result from a criminal fraudulent or malicious act of the tenant.
 - (iii) the tenant contributes to the cost of insuring the Buildings against the event which caused the **Damage**.

5 Non Invalidation

The insurance by this Section will not be made invalid by any act omission or alteration which unknown to **you** or beyond **your** control increases the risk of **Damage** provided that **you**

- (a) notify the **Insurers** immediately **you** become aware of such act omission or alteration.
- (b) pay any additional premium that **Insurers** may require

6 Automatic Reinstatement of Sum Insured

In the event of **Damage** the Sums Insured by this Section will be automatically reinstated from the date of the **Damage** unless written notice is given to the contrary either by the **Insurers** or by **you** provided always that in the event of reinstatement **you** will

- (a) pay any such additional premium as may be requested for such reinstatement from that date.
- (b) give effect to any additional protective devices at the **Premises** which the **Insurers** may reasonably require.

7 General Interests Clause

The interests of the Lessee of each individual **Property** and their Mortgagees (if any) are noted in the Insurance provided by Section 1 with such interest to be disclosed in the event of a claim for **Damage** arising hereunder.

IN ADDITION THE INSURERS WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS

Professional Fees

Necessary architects', surveyors', consulting engineers' legal and other fees **You** incur in reinstating **Your** Property following its

Damage as insured by this Section but not for preparing any claim.

Provided that the **Insurers'** liability for **Damage** and professional fees will not exceed in total the Sum Insured for each Item in the **Schedule** applicable to this Section during any one **Period of Insurance**.

Debris Removal Costs

Necessary **Costs and Expenses You** incur with the **Insurers'** consent in

- 1) removing debris from.
- 2) dismantling and/or demolishing.
- 3) shoring up or propping.

Provided that the **Insurers'** liability for **Damage** and debris removal costs will not exceed in total during any one **Period of Insurance** the Sum Insured stated for each Item in the **Schedule** applicable to this Section.

Public Authorities

Additional costs of rebuilding or reinstatement of lost destroyed or damaged Property which **You** incur solely to comply with Building or other Regulations under or framed in pursuance of any European Union Legislation Act of Parliament or with Bye Laws of any Public Authority.

Excluding

- 1 Any such costs where the Item is not subject to the Reinstatement Basis of Payment (Special Condition (1))
- 2 the cost incurred in complying with any of the aforesaid Regulations or Bye Laws
 - (a) in respect of **Damage** occurring before this cover was granted .
 - (b) in respect of **Damage** not insured by this Section.
 - (c) under which notice was served upon **you** before the date of **Damage**.
 - (d) in respect of undamaged Property or undamaged portions of Property forming any part of the Property sustaining **Damage** except for undamaged foundations (unless foundations are specifically excluded from cover by **Endorsement** to this **Policy**).
- 3 The additional cost exceeding that which would have been required to make good **Property** which sustained **Damage** to a condition equal to its condition when new had it not been necessary to comply with any one of the above Regulations or Bye Laws.
- 4 The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by its owner in order to comply with any of the above Regulations or Bye Laws.

Provided that

- (a) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be

SECTION 1 - BUILDINGS AND CONTENTS

completed within 12 months after the date of the **Damage** or within such further time as the **Insurers** may allow (during the said 12 months) and may be carried out upon another site (if Regulations or Bye Laws so require) subject to the **Insurers'** liability not being increased by this additional cover.

- (b) If apart from this additional cover the **Insurers'** liability for Property is reduced by the application of any terms and conditions of this **Policy** then the **Insurers'** liability in respect of any such costs will be reduced in like proportion
- (c) The total amount payable for Property will not exceed the Sum Insured for it stated in the **Schedule** applicable to this Section.

Temporary Removal

Contents whilst temporarily removed for cleaning renovation repair or similar purposes to any **Premises You** do not occupy and whilst in transit to and from such **Premises**.

Excluding

- (a) Property lost destroyed or damaged by theft whilst in transit.
- (b) Losses occurring outside the **Geographical Limits**.

The amount payable for Contents will not exceed the lesser of

- (1) the amount which would have been payable had the loss occurred in that part of the **Premises** from which the Contents are temporarily removed or
- (2) 10% of the Sum Insured for Contents.

Contracting Purchasers

If at the time of loss or destruction of or **Damage** to Property **you** have contracted to sell **your** interest in any Buildings covered by this Section and the purchase is not completed but will be completed at a later date the purchaser will on completion of the purchase (in so far as the Property is not insured elsewhere against such **Damage** by or on his behalf) be entitled to benefit under this **Policy** until completion of the purchase without affecting **Your** rights and liabilities under this **Policy** nor those of the **Insurers**.

Replacement of Locks

The cost of replacement of locks following theft of keys to the **Premises** following a hold up accompanied by violence or threat of violence whilst such keys are in **Your** personal custody or that of any of **Your** directors partners or authorised **Employees**.

Involving entry to or exit from **Your Business Premises** by forcible and violent means.

Involving entry to or exit from **Your** residence or that of any of **Your** directors partners or authorised **Employees** by forcible and violent means.

Provided that the **Insurers'** liability for this cover will not exceed £1000 in any one **Period of Insurance**.

Cost of Metered Water or Oil

The cost or value of metered water or domestic heating oil lost following accidental **Damage** to fixed water or heating

installations in the **Premises** subject to a limit of £10,000 in any one **Period of Insurance**.

Provided that the **Insurers** shall not be liable for any claim in respect of a building which is empty or not in use.

Damage to Landscaped Gardens

The cost of restoring any **Damage** done to landscaped gardens by the Emergency Services in attending the **Premises** as a result of the operation of any peril insured by this Section subject to a limit of £2500 in any one **Period of Insurance**.

Trace and Access

The reasonable costs incurred in locating the source of **Damage** at the **Premises** caused by escape of water or oil as insured by this Section subject to a limit of £10,000 each and every claim.

Glass Sanitaryware and Underground Services

Unless insured elsewhere in this Section the indemnity provided herein extends to include subject to the Exclusions of this Section accidental **Damage** to

- (a) fixed glass, baths, bath panels, washbasins, pedestals, sinks, splashbacks, shower trays, bidets, toilet pans, toilet seats and toilet cisterns within the Buildings
- (b) underground service pipes and cables the **Property** of the **Insured** for which they are responsible at the **Premises**.

Clearance of Drains

The indemnity provided by this Section extends to include **Costs and Expenses** incurred in clearing and cleaning drains, gutters, sewers drain inspection covers and similar underground service areas for which **You** are responsible in consequence of any peril insured by this Section subject to a limit of £2,500 each and every claim.

Contract Works

The insurance by each item on **Buildings** extends to include **Contract Works** to the extent to which **You** have contracted to arrange cover subject to a limit of £25,000 each and every claim at any **Premises**.

This insurance shall only apply in so far as the **Contract Works** are not otherwise insured.

Further Investigation Expenses

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

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

Section 1 - BUILDINGS AND CONTENTS

Unauthorised Use of Electricity Gas or Water

The cost of metered electricity gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the **Premises** without **Your** authority subject to the **Insurers'** liability not exceeding £10,000 in any one **Period of Insurance**.

Provided that such **Premises** have been inspected weekly by a responsible person on **Your** behalf and that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered.

Additional Sprinkler Costs

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

Value Added Tax

The insurance by each Item on Buildings extends to include Value Added Tax paid by the **Insured** which is not subsequently recoverable.

Provided that

- (a) (i) the **Insured's** liability for tax arises solely as a result of the reinstatement or repair of the Buildings to which such Item relates following **Damage**.
- (ii) the **Insurers** have paid or agreed to pay for such **Damage**.
- (iii) if payment made by the **Insurers** in respect of reinstatement or repair of such **Damage** shall be less than the actual cost of reinstatement or repair any payment under this Clause resulting from the **Damage** shall be reduced in like proportion.
- (b) the **Insured's** 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 rebuilding takes place upon another site the **Insurers** liability under this provision shall not exceed the amount of tax that would have been payable had the Buildings been rebuilt on its original site.
- (d) the **Insurers** liability under this Clause shall not include amounts payable by the **Insured** as penalties or interest for non-payment or late payment of tax Provisions to the contrary elsewhere in this **Policy** are over-ridden as follows in respect of those Items to which this Clause applies
 - (i) for the purpose of the Limit of Liability Clause or Day One Value Basis Clause (whichever is applicable) rebuilding costs shall be exclusive of Value Added Tax.

- (ii) the liability of **Insurers** 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.

WARRANTIES TO THIS SECTION

UNOCCUPIED IN FULL WARRANTY

It is a condition precedent to liability that when any **Building(s)** are untenanted or unoccupied in full at the inception of the **Policy** or become Unoccupied in full during the **Policy** year:

- (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**.
- (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 **Insured's** 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 **Underwriters** when any **Building(s)** (or part thereof) becomes unoccupied.
- (h) notice is to be given to **Underwriters** when any untenanted or Unoccupied building (or part thereof) is again occupied.

Underwriters shall not be liable for any **Damage** or **Injury** arising out of or in connection with any works of alteration, demolition, refurbishment or renovation.

Defined **Perils** are hereby restricted to fire, lightning, explosion, earthquake, storm, flood, impact by any road vehicle or animal, falling trees, branches. Accidental **Damage** cover is excluded. The Standard **Policy Excess** is £1000.

UNOCCUPIED IN PART WARRANTY

It is a condition precedent to liability that when any Building(s) are untenanted or unoccupied in part at inception of the **Policy** or becomes Unoccupied in part during the **Policy** term:

- (a) all gas, water and electricity mains supplies servicing the unoccupied part(s) will be kept disconnected where possible (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 servicing the unoccupied part(s) other than those connected to automatic sprinkler systems must be drained down where possible or the temperature is to be maintained above 8C.
- (c) all reasonable precautions are taken to ensure that the unoccupied parts(s) of the Building(s) 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 unoccupied part(s) of 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 unoccupied part(s) of the **Buildings** becoming Unoccupied.
- (f) the Unoccupied part(s) of the Buildings must be inspected at least once every 7 days by the **Insured** or the **Insured's** 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 **Underwriters** when any Building(s) (or part thereof) becomes unoccupied.
- (h) notice is to be given to **Underwriters** when any untenanted or Unoccupied building (or part thereof) is again occupied.

Underwriters shall not be liable for any **Damage** or **Injury** arising out of or in connection with any works of alteration, demolition, refurbishment or renovation.

Defined **Perils** are hereby restricted to fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, impact by any road vehicle or animal, falling trees, branches and falling aerials. Accidental **Damage** cover is excluded. The Standard Escape of Water **Excess** is £500.

Section 2 - RENTAL INCOME

This Section applies only if stated as INSURED in the **Policy Schedule**.

INSURING CLAUSE

In the event of **Damage** for which the **Insurers** are liable under Section 1 of this **Policy** during the **Period of Insurance** the **Insurers** will indemnify **You** against loss of **Gross Rentals** and additional expenditure to the extent described in the Basis of Payment hereunder up to the Limit of Liability.

DEFINITIONS TO THE BUSINESS INTERRUPTION SECTION

Note (1) To the extent that the **Insured** is 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 in current cost accounting shall be disregarded.

Estimated Gross Rentals

Amount declared by **You** to the **Insurers** as representing not less than the **Gross Rentals** which it is anticipated will be earned by **Your Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the Maximum **Indemnity Period** stated in the **Schedule** applicable to this Section exceeds 12 months).

Gross Rentals

Money paid or payable to **You** for tenancies and other charges and for services rendered in the course of **Your Business** at the **Premises**.

Indemnity Period

Period beginning with the occurrence of **Damage** and ending not later than the Maximum Indemnity Period stated in the **Schedule** applicable to this Section thereafter during which the results of the **Business** shall be affected in consequence thereof.

LIMIT OF LIABILITY

The **Insurers** liability under this Section will not exceed 20% of the Sum Insured for each Item.

In total 20% of the Total Sum Insured.

Stated in the **Schedule** applicable to this Section.

Provided that if the Sum Insured for each Item is less than the annual **Gross Rentals** at the inception of the **Period of Insurance** the amount payable for such Item shall be proportionately reduced.

BASIS OF PAYMENT

The amount payable shall be

(1) in respect of loss of **Gross Rentals**

the amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of **Damage** fall short of the **Gross Rentals** which would have been received had the **Damage** not occurred.

(2) in respect of additional expenditure

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of **Damage** but not exceeding the amount of reduction in **Gross Rentals** thereby avoided

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

SPECIAL CONDITION TO THIS SECTION

If during the **Indemnity Period** the **Business** shall be conducted elsewhere than at the **Premises** the money paid or payable to **You** for tenancies and other charges and for services rendered at such other premises shall be brought into account in arriving at **Your Gross Rentals** during the **Indemnity Period**.

IN ADDITION THE INSURERS WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS

Denial of Access

Loss of **Gross Rentals** and additional expenditure as a result of **Damage** as insured by this Section to property in the vicinity of the **Premises** which prevents the use of the **Premises** or access thereto whether the **Premises** or property of the **Insured** therein shall be damaged or not.

Provided that the liability in the **Insurers** in respect of each and every claim shall not exceed 20% of the sum insured for each item stated in respect of this Section in the **Schedule** or £100,000 whichever is the lesser.

Managing Agents Premises

The insurance by each item on **Gross Rentals** is extended to include loss as insured resulting solely from **Damage** by any of the Defined Perils stated as insured in the **Schedule** to Buildings or other property at any location in the United Kingdom owned or occupied by the **Insured's** managing agents for the purposes of their **Business** in consequence of which rent receivable by **You** is reduced.

Section 2 - RENTAL INCOME

Provided that the liability in the **Insurers** in respect of each an every claim shall not exceed 20% of the sum insured for each item stated in respect of this Section in the **Schedule** or £100,000 whichever is the lesser.

Loss of Investment Income on Late Payment of Rent

If as a result of **Damage** the **Insurers** are paying indemnity in respect of loss of **Gross Rentals** and the payment by the **Insurers** to **You** is made later than the date upon which **You** would normally have expected to receive the Rent from a lessee the **Insurers** will pay a further sum representing the investment interest lost to **You** during the delay period subject to the **Insured** being responsible for the first £500 of each and every claim.

Provided that the liability in the **Insurers** in respect of each and every claim shall not exceed 20% of the sum insured for each item stated in respect of this Section in the **Schedule** or £100,000 whichever is the lesser.

Rent of Residential Buildings

In the event that Buildings occupied solely or at least 80% for residential purposes suffer **Damage** and no Sum Insured on **Gross Rentals** for the residential portions has been allocated then this **Policy** extends to include such loss of **Gross Rentals** including Costs of Re-letting and Additional Expenditure incurred during the **Indemnity Period**.

For the purposes of this cover

Costs of Reletting shall mean the costs necessarily and reasonably incurred in reletting the Buildings (including legal fees in connection with the re-letting).

Additional Expenditure shall mean the expenditure (other than recoverable as Costs of Re-letting) necessarily and reasonably incurred solely to avoid or diminish the loss of **Gross Rentals**.

Any underinsurance condition applying to this Section is deleted.

The **Insurers** will also indemnify the **Insured** in respect of any expenditure incurred in the provision of comparable accommodation for the benefit of any lessee to comply with the requirements of the lease.

The **Insurers** liability shall not exceed 20% of the Sum Insured applicable to the residential Building or residential portion of the Building concerned.

Unlawful Occupation

Loss of **Gross Rentals** in consequence of access to or use of the **Premises** being prevented due to the **Premises** or property in the vicinity of the **Premises** or any rights of way being

(1) occupied by terrorists or persons thought to be terrorists.

(2) unlawfully occupied by third parties except in the course of a dispute between any employer and **Employee** or group or workers.

Thought to contain or actually containing a harmful device provided that the police are immediately informed.

It is understood that the Insurers shall not be liable for:

- (a) loss arising from any cause within **Your** control.
- (b) loss as a result of physical loss or destruction of or **Damage** to property.
- (c) loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear or tear.
- (d) any incident involving prevention or hindrance of access to or use of the **Premises** for less than 12 hours duration.

Provided that the liability of the **Insurers** shall not exceed £10,000 in any one **Period of Insurance**.

Professional Charges

The reasonable charges payable by the **Insured** to their professional accountants/auditors for producing any particulars or details or any other proofs information or evidence as may be required under General Condition (1) and reporting that such particulars or details are in accordance with the **Insured's** books of account or other **Business** books or documents Provided that the sum of the amount otherwise payable under this Section shall in no case exceed the Limit of Liability herein.

Automatic Reinstatement of Sum Insured

In the event of **Damage** the Sums Insured by this Section will be automatically reinstated from the date of the **Damage** unless written notice is given to the contrary either by the **Insurers** or by **You** provided always that in the event of reinstatement **You** will pay any such additional premium as may be requested for such reinstatement from that date.

Section 1 - BUILDINGS AND CONTENTS and Section 2 - RENTAL INCOME

IN ADDITION THE INSURERS WILL PROVIDE COVER UNDER THE ABOVE SECTIONS AS FOLLOWS

Automatic Cover (Newly Acquired Properties)

Automatic cover for **Premises** newly acquired by **You** in the United Kingdom to the extent that **Your** interest is not protected by any other more specific insurance.

Provided that

- a) as soon as reasonably practicable **You** shall notify the **Insurers** in writing of each **Premises** acquired and arrange specific cover with the **Insurer**.
- b) this cover shall operate for a maximum period of 30 days from the date **You** acquired their interest in the **Premises**.
- c) the **Insurers'** maximum liability any one claim for **Buildings** and **Gross Rentals** shall not exceed £750,000 in respect of any **Premises**.
- d) in respect of any **Premises** purchased for renovation refurbishment or redevelopment the Basis of Payment shall be indemnity.

Alterations and Additions to Premises

In the event that alterations and additions to the **Premises** are effected during the **Period of Insurance** and are not more specifically insured the under noted increases in cover shall apply from practical completion of the work until the renewal date immediately following such completion.

In respect of **Buildings** – the Declared Value and/or Sum Insured (as appropriate) shall be increased by such percentage as represents the value of the alterations or additions not exceeding either 10% or £750,000 whichever is the less.

In respect of **Gross Rentals** – if the **Gross Rentals** is to increase following completion of the alterations or additions the Sum Insured shall be increased by the anticipated amount of the additional **Gross Rentals** for the Indemnity Period not exceeding either 10% or £250,000 whichever is the less.

Section 3 - PROPERTY OWNERS LIABILITY

This Section applies only if stated as INSURED in the **Policy Schedule**.

INSURING CLAUSE

In the event of accidental

- (1) **Injury** to any person
- (2) loss of or accidental **Damage** to material property
- (3) loss of amenities nuisance trespass or interference with any right of way air or water

occurring during the **Period of Insurance** and arising in connection with **Your** ownership of or responsibility for the Property insured by Section 1 of this **Policy** the **Insurers** will indemnify **You** in respect of **Your** liability at law for compensation together with **Costs and Expenses**.

BASIS OF PAYMENT

The liability of the **Insurers** will not exceed the Limit of Indemnity stated in the **Schedule** applicable to this Section for any one claim or series of claims arising from one source or original cause.

In addition the **Insurers** will pay **Costs and Expenses**.

EXCLUSIONS TO THIS SECTION

This Section does not cover

Deductible

- 1 The first £250 of each and every claim in respect of (2) of the Insuring Clause to this Section only.

Fines liquidated damages or penalties

- 2 Liability for fines liquidated damages or penalties of any kind or for punitive exemplary restitutionary or multiplied damages.

Injury to Employees

- 3 Liability to any **Employee** for **Injury** arising out of and in the course of their employment by **You**.

Property in your custody or control

- 4 Physical loss of or **Damage**.
 - (a) Property belonging to **You** or in **Your** custody or under **Your** control or that of any **Employee** (other than property belonging to **Your** visitors directors partners or **Employees**).
 - (b) That part of any property on which **You** or any of **Your** Employees or agents are or have been working where the physical loss or **Damage** results from such work.

Deliberate Acts

- 5 Liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission.

Contractual Liability

- 6 Liability which attaches itself solely by virtue of a contract or agreement but any liability which would have attached in the absence of such contract or agreement is covered under this Section

Advice and professional services

- 7 Liability caused by or arising from
 - (a) any advice design or specification given by **You** or on **Your** behalf for a fee.
 - (b) professional services rendered by **You** or on **Your** behalf.

Aircraft hovercraft and watercraft

- 8 Liability caused by or arising from the ownership possession or use by **You** or on **Your** behalf of any aircraft hovercraft or watercraft (other than watercraft eight metres in length or less).

Mechanically propelled vehicles

- 9 Liability caused by or arising from the ownership possession or use by or on behalf of **You** of any mechanically propelled vehicle (or trailer attached to it) if being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle.

Cyber Liability

- 10 Liability arising directly or indirectly out of
 - (a) loss of alteration of or **Damage** to
or
 - (b) reduction in the functionality availability or operation of any computer system or programme hardware, data information, repository microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of **Your** E-activities.

For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar medium carried out by **You** or by any person, persons, partnership, firm or company acting for **You** or on **Your** behalf.

Section 3 - PROPERTY OWNERS LIABILITY

Asbestos

- 11 Liability arising from 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 to loss which may have contributed concurrently or in consequence of a loss.

Mildew Mould Spore(s) or Allergens

- 12 Liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens
- Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

Component Building Material

- 13 Liability directly or indirectly 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.

North America Occurrences

- 14 (i) Liability caused by or arising from any operations domiciled or registered in the United States of America or Canada or any territory within their jurisdiction
- (ii) Occurrences in respect of which legal action or litigation is brought in a court of law outside north America to enforce a judgement therein whether by way of reciprocal agreement or otherwise.

THE INSURERS WILL IN ADDITION PROVIDE INDEMNITY UNDER THIS SECTION FOR THE FOLLOWING

Indemnity to Others.

- 1 If **You** so request
- (a) any of **Your** directors partners or **Employees** in respect of liability for which **You** would have been entitled to

indemnity under this Section had the claim for which indemnity is being sought been made against **You**.

- (b) any officer or member of **Your** social sports an welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such.
- 2 The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person.
- 3 Any principal in like manner to **You** where any contract or agreement entered into by **You** for the performance of work so requires in respect of the principal's liability arising from the performance of work by **You**.

Cross Liabilities

Each person to whom this Section applies in the same manner and to the same extent as if a separate **Policy** had been issued to each provided that the total amount of compensation will not exceed the Limit of Indemnity stated in the **Schedule** applicable to this Section.

Compensation for Court Attendance

In the event of the following persons attending court at the request of the **Insurers** in connection with a claim under this Section the **Insurers** will compensate **You** at a rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | | |
|---|---|--------------|
| 1 | by You or any of Your directors or partners | £250 per day |
| 2 | by any of Your Employees | £100 per day |

Health and Safety at Work etc Act Defence Costs

You and also at **Your** request any of **Your** directors partners or **Employees** for legal **Costs and Expenses** incurred

- 1 in defending any prosecution for breach of duty.
- 2 with the **Insurers'** consent in an appeal against a conviction resulting from a prosecution.

Under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed during the **Period of Insurance** where the circumstances may otherwise give rise to a claim under this Section.

Excluding any claim arising from a deliberate or premeditated act event or omission which any person seeking indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act or Order.

Defective Premises Act

Liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any **Premises** which

Section 3 - PROPERTY OWNERS LIABILITY

were occupied and/or owned by **You** in connection with **Your Business**.

Excluding any liability for

- (a) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability.
- (b) any physical loss of or **Damage** to such **Premises**.

Sudden and Unintended Pollution

Pollution is excluded by General Exclusion I(d) of this **Policy** but this Section provides **Pollution** cover subject to all other provisions of this **Policy** for liability in respect of **Injury** or loss of or **Damage** to property caused solely by **Pollution**

- 1 which results from a sudden identifiable unintended and
- 2 such incident occurs entirely at a specific and identified time and place during the **Period of Insurance**.

Provided that

- (a) all **Pollution** which arises out of any one incident will be deemed to have happened at the time such incident takes place.
- (b) the indemnity provided by this **Policy** shall apply only to judgements against the **Insured** in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.
- (c) the total liability of the **Insurers** for compensation will not exceed the Limit of Indemnity stated in the **Schedule** applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause.

Section 4 - EMPLOYERS' LIABILITY

This Section applies only if stated as INSURED in the **Policy Schedule**

INSURING CLAUSE

In the event of **Injury** to any **Employee** caused during the **Period of Insurance** and arising out of and in the course of their employment by **You** in connection with **Your Business** within the **Geographical Limits** the **Insurers** will indemnify **You** against all sums that **You** shall become legally liable to pay as compensation in respect of such **Injury** together with **Costs & Expenses**.

DEFINITIONS TO THIS SECTION

Offshore

Means from the time of embarkation by an **Employee** onto a conveyance at the point of final departure to either an offshore rig or offshore platform until disembarkation by an **Employee** from a conveyance onto land upon return from either an offshore rig or offshore platform.

BASIS OF PAYMENT

The liability of the **Insurers** for compensation and **Costs and Expenses** will not exceed the Limit of Indemnity stated in the **Schedule** applicable to this Section for any one claim or series of claims arising from one source or original cause.

The **Insurers** may at any time pay to **You** or anyone else entitled to indemnity under this Section.

- 1 the amount stated as the Limit of Indemnity in the **Schedule** applicable to this Section after deducting any sum or sums already paid as compensation and any **Costs and Expenses** paid by the **Insurers** or
- 2 any lesser amount for which any claim or claims can be settled

and upon such payment the **Insurers** will relinquish conduct and control of and be under no further liability in connection with such claim or claims except for **Costs and Expenses** incurred or which can be recovered in respect of action taken before the date of the **Insurers'** payment under this Section.

Any sum paid will be inclusive of all **Costs and Expenses** incurred and no further sums will be payable by the **Insurers**.

EXCLUSIONS TO THIS SECTION

There will be no indemnity under this Section for

Work Offshore

- 1 **You** or anyone claiming indemnity under this Section in respect of liability arising **Offshore**.

Indemnity for directors partners and Employees

- 2 Liability of any of **Your** directors partners or Employees for which **You** would not have been entitled to indemnity if the claim had been made against **You**.

Fines or Penalties

- 3 The payment of fines or penalties.

Mechanically propelled vehicles

- 4 **Injury** to any **Employee** whilst
 - (a) carried in or upon
 - (b) entering or getting on to or alighting from any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security.

Asbestos

- 5 Liability arising out 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, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Indemnity of £5,000,000 shall apply. It is a condition precedent to the liability of the **Insurers** that the **Insured** do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose, sell or use asbestos or materials or products containing asbestos.

Jurisdiction

- 6 For compensation or **Costs and Expenses** arising from an action brought in a court of law outside the **Geographical Limits**.

SPECIAL CONDITION TO THE EMPLOYERS' LIABILITY SECTION

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

IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION FOR THE FOLLOWING

Indemnity to Others

- 1 If **You** so request
 - (a) any of **Your** directors partners or **Employees** in respect of

Section 4 - EMPLOYERS' LIABILITY

liability for which **You** would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against **You**.

(b) any officer or member of **Your** social sports and welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such.

- 2 The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person.
- 3 Where any contract or agreement entered into by **You** so requires any principal in like manner to **You** in respect of the principal's liability arising from the contract or agreement but only so far as concerns liability to an **Employee**.

Provided that they observe the terms of this **Policy** as far as they can apply.

Contractual Liability

Subject to Exclusion (3) of this Section where any contract or agreement entered into by **You** so requires liability assumed by **You** by virtue of such contract or agreement but only in so far as concerns liability to an **Employee**.

Cross Liabilities

Each person to whom this Section applies in the same manner and to the same extent as if separate **Policy** had been issued to each provided that the total amount of compensation payable will not exceed the Limit of Indemnity stated in the **Schedule** applicable to this Section.

Health and Safety at Work etc Act Defence Costs

You and also at **Your** request any of **Your** directors, partners or **Employees** for legal **Costs and Expenses** incurred

- 1 in defending any prosecution for breach of duty
- 2 with the consent of the **Insurers** in an appeal against a conviction resulting from a prosecution

under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** where the circumstances may otherwise give rise to a claim under Section.

Excluding legal **Costs and Expenses** in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act or Order.

Compensation for Court Attendance

In the event of the following persons attending court at the request of the **Insurers** in connection with a claim under this

Section the **Insurers** will compensate **You** at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | | |
|---|---|--------------|
| 1 | by You or any of Your directors or partners | £250 per day |
| 2 | by any of Your Employees | £100 per day |

Unsatisfied Court Judgements

In the event of a judgement for damages being obtained against someone other than **You**

- 1 under the jurisdiction of a court in England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man by any **Employee** or their representative
- 2 in respect of **Injury** arising out of and in the course of **Your Employee's** employment or engagement by **You**

which remains unsatisfied in whole or in part six months after the date of such judgement the **Insurers** will at **Your** request pay to **Your Employee** or representative the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that

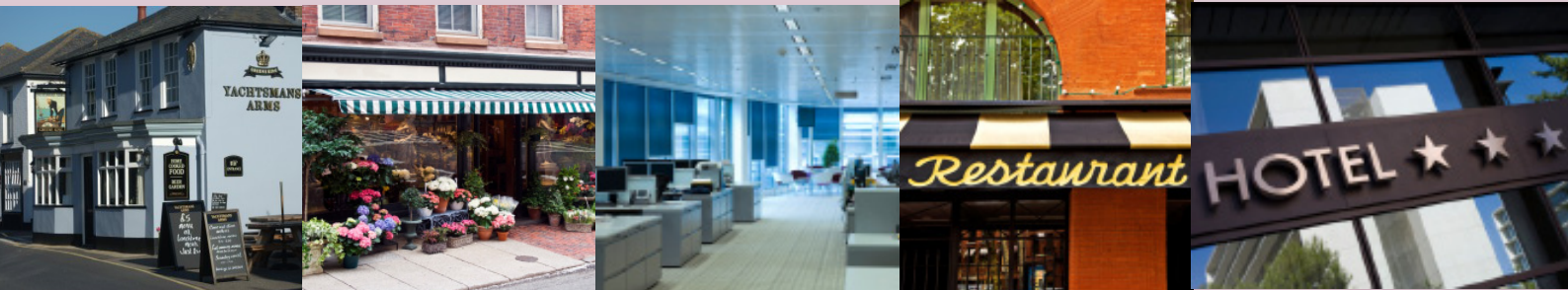
- (a) there is no appeal outstanding.
- (b) the judgement relates to **Injury** which would otherwise be covered under this Section.
- (c) any payment made by the **Insurers** will be only in respect of liability for which **You** would have been entitled to indemnity under this Section had judgement been made against **You**.
- (d) the **Insurers** are entitled to take over and prosecute for their own benefit any claim made against any other person and **You** and **Your Employee** or their representative must provide all information and assistance required by the **Insurers**.

ENQUIRIES: 0345 111 0670

Monday - Friday 9am - 5.30pm

CLAIMS: 01371 829 276 Kelly Adjusters Limited





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Insurance for your business

ENQUIRIES: 0345 111 0670

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CLAIMS: 01371 829 276 Kelly Adjusters Limited

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