

## **Index**

<b>Page</b>	<b>Section</b>
2	Introduction
3-8	Policy Definitions
9	General Clause/Warranty
	Property Damage Insurance
10	The Cover
10-12	Causes Excluded
	Buildings
13-14	The Basis of Settlement of Claims
15-17	Clauses Applicable to Items on Buildings
	Loss of Rent
18	The Basis of Settlement of Claims
18-22	Clauses Applicable to Items on Rent
23-27	General Clauses
28	General Conditions
	Terrorism Insurance
29	The Cover
29-30	Exclusions
30	Special Conditions
	Legal Liabilities Insurance
31	Section 1 - Employers' Liability
32	Section 2 - Property Owners' Public Liability
33	Section 3 - Legal Defence Costs
34	Section 4 - Legionellosis Liability
35	Section 5 - Financial Loss
36-37	Clauses
38	General Conditions
39-41	Claims Conditions
42-50	Policy Exclusions
51	Complaints Procedure

**Please read the Schedule to confirm which Section(s) apply**

## Introduction

This policy (and the schedule which forms an integral part of the policy) is a legal contract. Please examine it thoroughly to ensure it meets your requirements. If it does not please advise your insurance adviser immediately.

You are required to inform us immediately of any facts or changes which the Company would take into account in assessing or accepting this insurance. Failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact is material or not, please contact your insurance adviser.

## Property Owners' Insurance Policy

The Company and the Insured agree that

- [a] this Policy the Schedule (including any Schedule issued in substitution) and any endorsements shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears
- [b] where the policy includes Property Damage Insurance Terrorism Insurance and Legal Liabilities Insurance each of these shall be considered as one document and any word or expression to which a specific meaning has been attached in any of these Sections shall bear such meaning only in relation to the Section in which it appears
- [c] the Proposal or any information supplied by the Insured shall be incorporated in the contract
- [d] the Company will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium

## The Company's Liability

For all purposes including but not limited to the application of the Sums Insured or Limits of Indemnity and consideration of when and how the Policy will respond all parties included in the definition of the Insured in the Schedule or Persons Entitled to Indemnity shall constitute one Insured or one party or legal entity so that there will be only two parties to the contract of insurance between the Insured and the Company

## Law Applicable

This Policy shall be governed by English Law and English Courts shall have exclusive jurisdiction in any dispute arising under this Policy

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Signed for and on behalf of the Company

Royal & Sun Alliance Insurance plc  
Registered in England and Wales No. 93792  
Registered Office St Mark's Court Chart Way Horsham West Sussex RH12 1XL

## **Policy Definitions**

The words or phrases where used in the Policy starting with a capital letter shall have the following meaning within the Section in which they appear

### **General**

**Company** shall mean Royal & Sun Alliance Insurance plc

**Damage** shall mean loss destruction or damage

**Data** shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

**Failure of a System** shall mean the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities

**Insured** shall mean the person persons entity or entities specified in the Schedule

**Insured's Contribution** shall mean the first part of each and every loss to be borne by the Insured at each separate Premises after the application of all other terms and conditions of the insurance including but not limited to the Underinsurance Clauses

**Under the Property Damage Insurance Section** Damage caused by storm flood or escape of water (including from any automatic sprinkler installation) occurring continuously or intermittently during any period of 72 hours shall be deemed to constitute one loss

**Legionellosis** shall mean any discharge release or escape of legionella or other airborne pathogens from water tanks water systems air-conditioning plants cooling towers and the like

**Microchip** shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers

**Period of Insurance** shall mean the period stated in the Schedule

**Policy** shall mean this policy

**Premises** shall mean the Premises stated in the Schedule

**System** shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

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

**United Kingdom** shall mean Great Britain Northern Ireland the Isle of Man and the Channel Islands

**Virus** shall mean programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self replication or not

## Property Damage Insurance

**Assigned Premises** shall mean any Building formerly owned by or leased by or leased to the Insured which has at the time any claim occurs been assigned to a successor landlord or tenant

**Buildings** shall mean

- buildings (including foundations) built mainly of brick stone concrete or other non-combustible material
- landlord's fixtures and fittings (including fixed glass and fitted carpets) and tenants' improvements for which the landlord is responsible in on or around the Buildings
- furnishings and other contents of common parts of the Buildings including seasonal items introduced to shopping centres
- gangways pedestrian malls and pedestrian access bridges
- walls gates fences and Services
- car parks roads pavements and similar surfaces all constructed of solid materials
- landscaping excluding external ponds and lakes

all being the property of the Insured or for which they are responsible and situate at the Premises

For the purpose of determining whether any property falls within the definition of Buildings the Company agrees to accept the designation under which such property has been entered in the Insured's books or which has been used by the Insured in computing the Sums Insured hereunder or for which the Insured is responsible under the terms of the lease

**Contract Works** shall mean temporary or permanent works executed or in the course of execution at the Premises by or on behalf of the Insured for the purposes of alterations or improvements to the Premises including unfixated site materials for use in connection therewith

**Day One Rebuilding Value** shall mean the total of the costs [i] [ii] [iii] [iv] and [v] within the Buildings - Basis of Settlement of Claims (at the level of costs applying at the commencement of the Period of Insurance) in rebuilding the Buildings

- to a condition substantially the same as their condition when new

or if in the Schedule it is stated that the Alternative Basis of Settlement applies

- after an appropriate deduction for wear and tear

**Day One Rental Value** shall mean

the actual annual Rent at the commencement of the Period of Insurance

or if the Buildings are untenanted at that date –

the actual annual Rent at which the Buildings were subsequently let (or the estimated annual Rent at which they are expected to be let)

or if the Buildings are subject to a rent free period concession at that date -

the actual annual Rent that applies from the date immediately after the rent free period ceases

in each case the amount to be proportionately increased where the Indemnity Period exceeds one year

**Declared Value** shall mean the base value shown in brackets below the Sum Insured excluding any provision for inflation

**Empty Disused or Unoccupied** shall mean any Building that is unfurnished untenanted or no longer in active use

**Indemnity Period** shall mean the maximum period from the date of the Damage for which the Company shall be liable to pay any loss such period being the number of years shown in the Schedule

**Long Term Unoccupied** shall mean any Building that

[a] has been unfurnished or untenanted for any continuous period exceeding 26 weeks

or

[b] is no longer in active use and is awaiting refurbishment redevelopment renovation or demolition

**Notifiable Disease** shall mean injury or illness sustained by any person resulting from

[a] food or drink poisoning or

[b] any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which is required by law or stipulated by the local or governmental authority to be notified to them

**Rent shall mean Rent including service charges**

**Services shall mean telephone gas electricity water mains drains and sewers electrical instruments meters piping cabling and the accessories thereto providing services to or from the Buildings and for which the Insured are responsible**

**Stipulations shall mean European Union legislation or Building Regulations or public authority or other statutory requirements**

## **Terrorism Insurance**

**Denial of Service Attack shall mean any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks or network services or network connectivity or information systems**

**The definition of Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks**

**Great Britain shall mean England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987)**

**Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the insured or not**

**Private Individual shall mean any person other than**

**[a] a Trustee or body of Trustees where insurance is arranged under the terms of a trust**

**[b] a person who owns Residential Property for the purpose of their business as a sole trader**

**The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the title of the Insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured**

**Residential Property shall mean houses and blocks of flats and other dwellings (including household contents and personal effects of every description)**

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

**Virus or Similar Mechanism shall mean any program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not**

**The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs**

## Legal Liabilities Insurance

**Asbestos** shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

**Asbestos Dust** shall mean fibres or particles of Asbestos

**Asbestos Containing Materials** shall mean any material containing Asbestos or Asbestos Dust

**Business** shall mean that which is specified in the Schedule and conducted solely from Premises in the United Kingdom and shall include

- [a] ownership repair and maintenance of the Insured's own Property
- [b] occupation of the Premises other than for the purpose of operating any trade or business therefrom
- [c] provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- [d] fire and security services maintained solely for the protection of Premises owned or occupied by the Insured
- [e] private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured
- [f] participation in exhibitions

but in respect of Liability Section 1 shall not include any work undertaken Offshore

**Employee** shall mean any individual under a contract of service or apprenticeship with the Insured

**Event** shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

**Injury** shall mean

Sections 1 and 3 (Part A)

bodily injury death disease or illness

Sections 2 3 (Part B) and 5

bodily injury mental injury death disease illness wrongful arrest or false imprisonment

Section 4

bodily injury death disease or illness of any person other than a Person Employed

**Intellectual Property Rights** shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

**Notice of Adjudication** shall mean any notice issued to a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication

**Offshore** shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

**Person Employed** shall mean any

- [a] Employee
  - [b] labour master and individuals supplied by him
  - [c] individual employed by labour only sub contractors
  - [d] self employed individual (not being in partnership with the Insured)
  - [e] individual hired to or borrowed by the Insured
  - [f] individual undertaking study or work experience while under the supervision of the Insured
- } While under the direct control or supervision of the Insured

**[g] voluntary worker**

**Person Entitled to Indemnity shall mean**

**[a] the Insured**

**[b] the personal representatives of the Insured in respect of legal liability incurred by the Insured**

**[c] at the request of the Insured**

**[1] any principal**

**[2] any director or partner of the Insured**

**[3] any Person Employed**

**against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured**

**[4] the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided**

**[5] any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured**

**each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply**

**Property shall mean material property but shall not include Data**

## General Clause

### Long Term Undertaking

The discount (if applicable) specified in the Schedule is allowed off the net premium on this Policy in consideration of the Insured undertaking to offer annually for three years (unless otherwise stated) from the date specified in the Schedule the insurance under this Policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that

- [a] the Company shall be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- [b] the sums insured may be reduced at any time to correspond with any reduction in the value or reduction in the business

The above mentioned undertaking applies to any policy or policies which may be issued by the Company in substitution for this Policy and the same discount shall be allowed off the net premiums on any policy or policies issued by the Company

Payment of the premium due at the commencement of the undertaking specified in the Schedule shall be deemed acceptance by the Insured of the terms of this clause

## General Warranty

### Security and Inspection Warranty

It is warranted that in respect of any Building that is Empty Disused or Unoccupied for any continuous period exceeding 30 days

- [a] gas water and electricity services and any fuel supplies be kept shut off at the switch or stopcock where they enter the Building
- [b] all water and heating systems be kept drained
- [c] the Building be kept secured by
  - [i] the use of mortise deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters
  - [ii] the use of window locks - where locks are not fitted windows must be screwed shut
  - [iii] repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry
  - [iv] sealing all letterboxes or fitting a stout steel cage internally
- [d] the Building and external areas immediately surrounding the Building be kept free of all unfixed combustible materials
- [e] any additional requirements put forward by the Company be completed within the timescale specified
- [f] the Building be inspected internally and externally by the Insured or their nominees at least weekly to check that the requirements of this warranty are in place In the event of a breach of requirements [a] to [e] the Insured or their nominees shall immediately
  - [i] arrange to carry out the necessary work to satisfy the aforesaid requirements
  - [ii] notify the Company

except as otherwise agreed in writing by the Company

## Property Damage Insurance - The Cover

If any items insured suffer Damage by any cause not otherwise excluded the Company will pay to the Insured the amount of loss in accordance with the provisions of the insurance provided that the Company's liability shall not exceed in any one Period of Insurance

- [i] in respect of each item on Buildings the Sum Insured
- [ii] in respect of each item on Rent 200% of the Sum Insured
- [iii] any other stated Limit of Liability

## Property Damage Insurance – Causes Excluded

The following are the Causes excluded except as otherwise stated in the Schedule

- 1 Damage by explosion caused by the bursting of any boiler or other plant which belongs to or is under the control of the Insured and in which internal pressure is due to steam only  
  
but this shall not exclude Damage caused by explosion of
  - any boiler
  - gasused for domestic purposes only
- 2 Damage by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons arising from
  - nationalisation confiscation requisition seizure or destruction by order of the government or any public authority or
  - cessation of work
- 3 Damage by storm or flood
  - [1] attributable solely to change in the water table level
  - [2] caused by frost
  - [3] to fences and gates unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time
  - [4] to trees plants shrubs and turf unless there is Damage to the Buildings at the same time
- 4 Damage by accidental escape of water from any automatic sprinkler installation caused by freezing in any building which is Empty Disused or Unoccupied
- 5 Damage by theft or attempted theft which the Insured is able to recover from another source
- 6 Damage by subsidence ground heave or landslip
  - [1] arising from the settlement or movement of made-up ground or by coastal or river erosion
  - [2] resulting from
    - the construction demolition structural alteration or structural repair of any property
    - groundworks or excavation worksat the Premises
  - [3] arising from normal settlement or bedding down of new structures
  - [4] commencing prior to the granting of cover under this insurance

**7 All other Damage**

**[1] to any property caused by**

- [a] its own faulty or defective design or materials**
- [b] inherent vice latent defect gradual deterioration wear and tear**
- [c] faulty or defective workmanship on the part of the Insured or any of their employees**

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

**[2] caused by**

- [a] corrosion rust wet or dry rot marring scratching vermin insects**
- [b] joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith**
- [c] mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates**

**but this shall not exclude**

**[i] such Damage which itself results from other Damage and is not otherwise excluded**

**[ii] subsequent Damage which itself results from a cause not otherwise excluded**

**[3] caused by**

- [a] pollution or contamination unless resulting from a sudden identifiable unintended or unexpected cause which**
  - occurs in its entirety at a specific moment in time and place during any one Period of Insurance**
  - is not otherwise excluded**
- [b] disappearance or unexplained loss**

**[4] to any building or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one Period of Insurance and which**

- does not result from**
    - [i] the construction demolition structural repair of any property**
    - [ii] groundworks or excavation works**
- at the Premises**
- is not otherwise excluded**

## **Insured's Contribution**

This insurance does not cover the Insured's Contribution as stated below or as otherwise printed on the Schedule

<b>Damage caused by</b>	<b>Insured's Contribution</b>
<b>Fire lightning explosion earthquake aircraft or other aerial devices riot civil commotion strikers locked-out workers persons taking part in labour disturbances or accidental escape of water from any automatic sprinkler installation</b>	<b>£Nil</b>
<b>Subsidence groundheave or landslip</b>	<b>£1,000</b>
<b>Any other cause</b>	<b>£100</b>

## **Buildings - The Basis of Settlement of Claims**

The Company will pay the following amounts in respect of Buildings which have suffered Damage

- [i] the cost of rebuilding being
- the cost incurred in rebuilding the Buildings (or of restoring the damaged parts)
- to a condition substantially the same as but not better or more extensive than their condition when new
- or if in the Schedule it is stated that the Alternative Basis of Settlement applies
- less an appropriate deduction for wear and tear
- or if the Insured elects not to rebuild or restore the Buildings (and the Company does not exercise its option allowed by the Company's Option to Rebuild Clause)
- the loss of market value being
- the reduction in the market value of the Buildings immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable under the cost of rebuilding
- or if the Insured is unable to rebuild or restore the Buildings totally or partially in their original form by virtue of Stipulations
- the loss of market value being
- the reduction in market value of the Buildings immediately following Damage solely as a result of the Damage in excess of the amount payable under the cost of rebuilding provided that
- [a] the Insured have made every effort to regain the original planning consent
  - [b] the Insured shall not have nor had any reason to be aware of Stipulations which could result in the Buildings not being repaired or restored in their original form
  - [c] the amount payable in excess of the cost of rebuilding shall be reduced by any compensation received as a result of Stipulations being imposed and the Company's liability shall not exceed £5,000,000 any one claim
- [ii] the cost of complying with Stipulations being such additional cost of rebuilding or repair as may be incurred with the Company's consent in complying with Stipulations first imposed upon the Insured following the Damage
- The Company's liability in respect of the cost of complying with Stipulations relating to undamaged portions of the Buildings (other than the foundations) is limited to 15% of the amount the Company would have been liable to pay to reinstate the Buildings had it been wholly destroyed
- The Company shall not be liable for any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the Stipulations
- [iii] the cost of removing debris being the cost incurred with the Company's consent in
- [1] removing debris dismantling demolishing shoring up and propping portions of Buildings
  - [2] clearing cleaning or repairing Services as a result of Damage
    - but excluding any costs or expenses
    - [a] incurred in removing debris from outside the site of the Premises other than from the surface area immediately adjacent to the perimeter of the Premises
    - [b] incurred or arising from pollution or contamination howsoever caused of property not covered by this insurance
    - [c] in respect of Damage which occurred prior to the granting of cover under this insurance
- provided that in respect of pollution or contamination the Company's liability arising from the removal of debris from car parks roads pavements and similar surfaces all constructed of solid

materials as defined within Buildings shall not exceed £1,000,000 in any one Period of Insurance

iv] the cost of professional fees being

those necessarily incurred in the rebuilding or repair including fees payable to the Insured's managing agents when acting as professional advisers but not any costs incurred in preparing claims. The use of such advisers will be accepted as necessary where the Insured would have employed them in respect of reinstatement or other work of an equivalent nature in the normal course of their business

The cost of professional fees shall include the reasonable fees of managing agents where

- they are in respect of work of benefit to the Company
- they relate to work which is necessary for repair or reinstatement
- they have been agreed with the Company in advance

but not fees which are incurred as part of the managing agent's general administrative duties or purely in connection with the preparation or administrative handling of a claim

v] the cost of replanting trees shrubs plants and turf used in landscaping being

the cost incurred in restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established

vi] additional sprinkler costs being

the costs incurred in upgrading an automatic sprinkler installation to the current LPC Rules solely as imposed upon the Insured by the Company 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

vii] extinguishment and alarm resetting expenses being

the reasonable costs incurred by the Insured in refilling fire extinguishing appliances replacing used sprinkler heads and resetting fire or intruder alarms

viii] the cost of additional electricity gas oil or water charges being

those incurred by the Insured as a result of Damage except those in respect of any loss which has not been discovered and remedial action taken within 30 days of occurrence of the Damage

ix] the cost of any insurance premiums or in respect of inherent defects policies technical agents fees being

those necessarily and reasonably incurred by the Insured with the consent of the Company in arranging contract works policies with the Company or in continuing any pre-existing inherent defects policies

except that in the event of underinsurance the amount payable shall be adjusted in accordance with the Underinsurance Clause

## **Clauses Applicable to Items on Buildings**

### **Buildings awaiting Demolition**

If at the time of the Damage any Buildings are awaiting demolition the liability of the Company shall be limited to the additional cost of removing debris as detailed in Buildings – The Basis of Settlement of Claims paragraph [iii] which are incurred by the Insured solely as a result of such Damage

### **Buildings awaiting Refurbishment Redevelopment or Renovation**

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

### **Company's Option to Rebuild**

The Company may at its option rebuild or restore the Buildings destroyed or portions damaged without being bound to rebuild or restore the Buildings in exactly the same form as immediately prior to the Damage where circumstances do not reasonably permit The Insured shall at their own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require

### **Contract Works**

The insurance by each item on Buildings extends to include Contract Works to the extent to which the Insured has contracted to arrange cover provided the Company's liability shall not exceed £100,000 in respect of all losses arising out of any one occurrence This insurance shall only apply in so far as the Contract Works are not otherwise insured and excludes the Insured's Contribution being £250

### **Contractors Interest Clause**

Where the Insured is required to effect insurance on the Buildings in the joint names of themselves and the contractor under the terms of a contract condition then the interest of the contractor in the Buildings as a joint Insured is noted subject to details of any single contract where the original contract price exceeds £250,000 having been advised to the Company prior to work commencing and an additional premium being paid as appropriate

### **Delays in Rebuilding**

The Company shall not be liable for increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with Stipulations unless such delays are wholly outside the control of the Insured

### **Explosion of Steam Pressure Plant**

The insurance provided against explosion (if insured hereby) is extended to include Damage to the Buildings resulting from the bursting of any boiler or other plant which belongs to or is under the control of the Insured in which internal pressure is due to steam only provided

- [i] the Company's liability shall not exceed £4,000,000 in excess of £1,000,000 any one claim
- [ii] a separate Engineering insurance is in force for the primary £1,000,000
- [iii] the plant is regularly inspected by an independent competent engineer in accordance with statutory requirements

### **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 Company will pay the reasonable costs incurred by the Insured with the Company's prior consent in establishing whether or not such Damage has occurred

The Company will also pay the reasonable costs incurred by the Insured 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 Company is liable

## **Glass Cover Extension**

The cover granted under this insurance in respect of Damage to fixed glass includes the reasonable cost of

- [a] any necessary boarding up or temporary glazing pending replacement of broken glass
- [b] removing and refixing window fittings and other obstacles to replacement

## **Loss Minimisation and Prevention Expenditure**

The Company will pay the costs and expenses necessarily and reasonably incurred by or on behalf of the Insured to prevent or minimise insured Damage at the Premises

Provided that such costs are

- [i] directly related to Damage which is likely to occur in the immediate future unless urgent preventative action be taken
- [ii] not more specifically insured under this or any other policy bond indemnity security or other legally binding contract
- [iii] incurred with the Company's consent

For the purpose of this clause the Company's liability shall not exceed £25,000 in respect of any one Period of Insurance and shall be subject to an Insured's Contribution of 10% or £250 whichever is the greater

## **Obsolete Building Materials**

This Policy extends to include the reasonable additional costs incurred in replacement of damaged materials which given consideration to the scientific and technical knowledge at the time of installation construction or fitting were reasonably deemed to be fit for the purpose intended but require replacement with more suitable modern materials after the Damage

The Buildings shall not be regarded as being better or more extensive than when new provided that the Company's liability shall not exceed 10% of the Declared Value of such Buildings in respect of such additional costs

## **Partial Damage**

Where Damage occurs to only part of the Buildings the Company's liability shall not exceed for all costs in total the amount which the Company would have been liable to pay to rebuild the Buildings had they been wholly destroyed

## **Rebuilding on Another Site**

The Buildings may be wholly or partially rebuilt on another site and in any manner suitable to the requirements of the Insured provided that it does not increase the Company's liability

## **Reinstatement to Match**

This Section of the Policy extends to include the cost of replacement repair or modification of undamaged parts of Buildings that form part of a suite common design or function where the Damage is restricted to a clearly identifiable area or to a specific part

The Company's liability under this clause shall not exceed the amount that would have been payable for replacement repair or modification of the whole property forming a suite common design or function if such property had been wholly destroyed

## **Replacement of Locks**

Any cover granted under this Section of the Policy in respect of theft includes the reasonable expenses necessarily incurred in replacing locks which provide entry to the Premises or safes or strongrooms therein consequent upon theft of keys or reasonable evidence that keys have been duplicated by an unauthorised person

## Trace and Access

In the event of Damage resulting from escape of water or oil (if insured hereby) the Company will pay

- [i] the costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good
- [ii] the cost of repairing or replacing tanks apparatus pipes or appliances which have been damaged by freezing

## Unauthorised Use of Electricity Gas or Water

The Company will pay the cost of electricity gas or water for which the Insured are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the Premises without the Insured's authority

It is a condition of this clause that such Premises have been inspected weekly by a responsible person on behalf of the Insured and that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered and not later than 30 days after the unauthorised use commenced

## Underinsurance

If the total of the Declared Values by all Buildings insured is less than the total of the Day One Rebuilding Values then the Company's liability for any loss shall be limited to that proportion of the amount otherwise payable which the total Declared Value on Buildings bears to the total Day One Rebuilding Values

If the loss is settled under the Alternative Basis of Settlement the Declared Value shall be 120% of the base value shown or if no base value is shown it shall be deemed to be the Sum Insured

## 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

- [1]
  - [a] the Insured's liability for such tax arises solely as a result of the reinstatement or repair of the Buildings to which such item relates following Damage
  - [b] the Company has paid or agreed to pay for such Damage
  - [c] if the payment made by the Company in respect of reinstatement or repair of such damage is less than the actual cost of reinstatement or repair any payment under this clause resulting from the Damage shall be reduced in like proportion
- [2] 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
- [3] where the Rebuilding on Another Site option has been exercised the Company's liability under this clause shall not exceed the amount of tax that would have been payable had the Buildings been rebuilt on its original site
- [4] the Company's liability under this clause shall not include amounts payable by the Insured as penalties or interest for non-payment or late payment of tax
- [5] terms to the contrary elsewhere in this Policy are over-ridden as follows in respect of those items to which this clause applies
  - [i] for the purpose of the Underinsurance Clause rebuilding costs shall be exclusive of Value Added Tax
  - [ii] the liability of the Company may exceed the Sum Insured by an individual item on Buildings or in the whole the total Sum Insured where such excess is solely in respect of Value Added Tax

## Rent - The Basis of Settlement of Claims

The Company will pay in respect of Buildings which have suffered Damage

[i] the loss of Rent being

the actual amount of the reduction in the Rent receivable by the Insured during the Indemnity Period solely in consequence of the Damage (including reductions as a direct consequence of the turnover of the lessee's business being reduced)

[ii] the cost of reletting being

the costs necessarily and reasonably incurred from the date of the Damage until the expiry of the Indemnity Period in reletting the Buildings (including legal fees in connection with the reletting) solely in consequence of the Damage

[iii] the additional expenditure being

the expenditure (other than that recoverable under [ii] above) necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss of Rent during the Indemnity Period but not exceeding

- the amount of the reduction avoided by such expenditure

plus

- 5% of the Sum Insured by the item (but not more than £250,000)

[iv] accelerated reinstatement expenditure being

the additional expenditure necessarily and reasonably incurred during the Indemnity Period in consequence of the Damage solely to avoid or minimise any loss of Rent during the twelve months immediately after the expiry of the Indemnity Period but not exceeding the amount of the reduction avoided by such expenditure

except that in the event of underinsurance the amount payable shall be adjusted in accordance with the Underinsurance Clause

## Clauses Applicable to Items on Rent

### Alternative Accommodation - Reduction of Loss

If in consequence of the Damage the Insured shall use other premises to provide accommodation to tenants the Rent received from those premises during the Indemnity Period shall be taken into account in assessing the loss of Rent

### Buildings Awaiting Sale

If at the time of the Damage the Insured shall have contracted to sell their interest in the Premises or shall have accepted an offer in writing to purchase their interest in the Premises subject to contract and the sale is cancelled or delayed solely in consequence of the Damage then provided that the Insured shall make all reasonable efforts to complete the sale of the Premises as soon as practicable after the Damage the Insured may opt for the amount payable by the Company to be as follows

[a] during the period prior to the date upon which but for the Damage the Premises would have been sold

the loss of Rent being

the actual amount of the reduction in the Rent receivable by the Insured solely in consequence of the Damage

[b] during the period commencing with the date upon which but for the Damage the Buildings would have been sold and ending with the actual date of sale or with the expiry of the Indemnity Period if earlier

the loss in respect of interest being

[1] the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the Business

[2] the investment interest lost to the Insured on any balance of the sale proceeds after deduction of any capital borrowed as provided under [1]

less any amount receivable in respect of Rent

[c] the additional expenditure being

[1] the additional expenditure and the accelerated reinstatement expenditure as defined in the Rent Basis of Settlement of Claims

[2] the additional legal fees and other expenditure reasonably and necessarily incurred solely as a result of the cancellation or delay in consequence of the Damage but not exceeding the expenditure incurred immediately prior to the Damage

except

[i] the amount payable shall be adjusted to provide for any benefit derived by the Insured from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by the Insured

[ii] in the event of underinsurance the amount payable shall be adjusted in accordance with the Underinsurance Clause

## Failure of Utilities

The insurance by each item on Rent is extended to include Damage arising from the failure of the supply of

[a] electricity at the terminal ends of the supplier's service feeders at the Premises

[b] gas at the supplier's meters at the Premises

[c] water at the supplier's main stopcock serving the Premises

by any cause other than

[1] the deliberate act of any supplier

[2] by any such supplier exercising its power to withhold or restrict supply

[3] by drought

Provided that the Company's liability any one loss under this clause shall not exceed 10% of the Sum(s) Insured by the relevant item(s) or £1,000,000 whichever is the less

## Legionellosis

The insurance by each item on Rent is extended to include Damage arising from any outbreak of Legionellosis at the Premises causing restrictions on the use thereof on the order or advice of a competent public authority

Provided that

[i] for the purposes of this clause Premises shall mean Premises which are directly affected by the Damage

[ii] the Company shall not be liable under this clause for any costs incurred in cleaning repair replacement or inspection of property except those costs and expenses necessarily incurred with the Company's consent in cleaning and decontamination of the air-conditioning or water supply equipment at the Premises the use of which has been restricted on the order or advice of a competent public authority

[iii] the Company's liability any one loss under this clause shall not exceed 10% of the Sum(s) Insured by the relevant item(s) or £1,000,000 whichever is the less

## Loss of Attraction (Leased Premises)

The insurance by each item on Rent is extended to include loss as insured resulting solely from Damage by any cause or cover insured hereby to buildings or other property at any location in the immediate vicinity of the Premises in consequence of which the turnover of the lessee's business is affected and the Rent receivable by the Insured is reduced

Provided that the Company's liability any one loss under this clause shall not exceed 10% of the Sum(s) Insured by the relevant item(s) or £1,000,000 whichever is the less

## **Loss of Attraction (Unleased Premises)**

The insurance by each item on Rent is extended to include loss as insured resulting solely from Damage by any cause or cover insured hereby to buildings or other property at any location in the immediate vicinity of the Premises in consequence of which an agreement to lease the Premises in the course of negotiation is avoided or delayed and the Rent receivable by the Insured is reduced

Provided that the Company's liability any one loss under this clause shall not exceed 10% of the Sum(s) Insured by the relevant item(s) or £1,000,000 whichever is the less

## **Loss of Investment Income on Late Payment of Rent**

If as a result of Damage the Company is paying indemnity in respect of loss of Rent and the payment by the Company to the Insured is made later than the date upon which the Insured would normally have expected to receive the Rent from a lessee the Company will pay a further sum representing the investment interest lost to the Insured during the delay period

## **Managing Agents Premises**

The insurance by each item on Rent is extended to include loss as insured resulting solely from Damage by any cause or cover insured 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 the Rent receivable by the Insured is reduced

Provided that the Company's liability any one loss under this clause shall not exceed 10% of the Sum(s) Insured by the relevant item(s) or £1,000,000 whichever is the less

## **Material Damage Proviso – Applicable separately to each Item**

This insurance shall not apply in respect of any item on Rent unless at the time of the Damage there shall be in force an insurance covering the interest of the Insured in the Buildings where the Damage has occurred and

[1] payment shall have been made or liability admitted under such insurance

or

[2] payment would have been made or liability would have been admitted thereunder but for the operation of a proviso excluding liability for losses below a specified amount

except that this clause shall not apply in respect of any item on Rent where another party (not being the Insured) is responsible for insuring the Buildings by virtue of lease or other contractual arrangements

## **Notifiable Disease Vermin Defective Sanitary Arrangements Murder and Suicide**

The insurance by each item on Rent is extended to include Damage arising from the closure of the Premises or any part thereof on the order or advice of any local or governmental public authority due to

[1] [a] any occurrence of Notifiable Disease

[i] at the Premises

or

[ii] attributable to food or drink supplied from the Premises

[b] any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease at the Premises

[2] the discovery of vermin or pests at the Premises

[3] any accident causing defects in the drains or other sanitary arrangements at the Premises

[4] any occurrence of murder or suicide at the Premises

Provided that

- [a] for the purposes of this clause the Indemnity Period shall commence from the date on which the Premises or any part thereof are closed on the order or advice of the local or governmental public authority
- [b] the Company shall not be liable under this clause
  - [i] for any costs incurred in the cleaning repair replacement recall or checking of property
  - [ii] for loss arising at Premises which are not wholly or partially closed on the order or advice of the local or governmental public authority
- [c] the Company's liability any one loss under this clause shall not exceed 10% of the Sum(s) Insured by the relevant item(s) or £1,000,000 whichever is the less

## Payments on Account

Payments on account will be made to the Insured in respect of claims for loss of Rent on the date upon which but for the Damage the Rent would have been due from the lessee

## Prevention of Access

The insurance by each item on Rent is extended to include Damage caused by prevention or hindrance of access to the Premises or prevention of use of the Premises in consequence of

- [1] Damage by any cause or cover insured hereby to property in the immediate vicinity of the Premises
- or
- [2] the Premises or any property or rights of way in the immediate vicinity of the Premises being
    - [a] occupied by any person or persons carrying out or thought to be carrying out an act of Terrorism
    - [b] unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers
    - [c] thought to contain or actually containing a harmful device provided that the police are immediately informed
    - [d] closed down or sealed off in accordance with instructions issued by the police or by any other statutory body except where the cause of such closure or sealing off is
      - [i] the condition of the Premises or the business carried on within the Premises
      - [ii] the Insured's or lessee's non compliance with a prior order of the police or any statutory body
      - [iii] action taken as a result of drought or diseases or other hazards to health

Provided that

- [a] the Company shall not be liable under this clause for
    - [i] loss arising from any cause within the control of the Insured or lessee
    - [ii] loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear
  - [b] the Company's liability any one loss under this clause shall not exceed
    - [i] 10% of the Sum(s) Insured by the relevant item(s) or £100,000 whichever is the less where prevention or hindrance of access to the Premises or prevention of use of the Premises is caused by the threat of Terrorism
- or
- [ii] 10% of the Sum(s) Insured by the relevant item(s) or £1,000,000 whichever is the less in respect of all other losses

## Professional Accountants and Legal Fees Clause

If any of the Buildings suffer Damage the Company will pay the reasonable charges payable by the Insured and incurred with the consent of the Company to

- [1] their professional accountants for producing such information as may be required by the Company under the terms of paragraph [b] of the Action by the Insured Claims Condition and for reporting that such information is in accordance with the Insured's accounts
- [2] their lawyers for determining their contractual rights under any Rent Cessor clause or insurance break clause contained in the lease but not for any other purposes in the preparation of any claim

### **Rent Free Period**

If at the date of the Damage any Premises insured by this Policy are subject to a rent free period concession under the terms of the lease then the Indemnity Period stated in the Schedule shall be adjusted by adding the unexpired portion of the rent free period to the number of years shown in the Schedule provided that the Company's liability shall in no case exceed 200% of the Sum Insured specified against the relative item or any Limit of Liability stated in the Policy whichever is the lower

### **Rent of Residential Buildings**

In the event that Premises occupied totally or partially for residential purposes suffer Damage and no Sum Insured on Rent for the residential portions has been allocated then this Policy extends to include such loss of Rent and other costs as specified under Rent – The Basis of Settlement of Claims

For the purposes of this clause

- Indemnity Period shall be a maximum period of three years from the date of the Damage for which the Company shall be liable to pay any loss
- the Underinsurance Clause is deleted

This clause 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 Company's liability under this clause shall not exceed 20% of the Sum Insured applicable to the residential Building or residential portion of the Buildings concerned

### **Savings**

If any charge or expense payable out of Rent shall cease or reduce during the Indemnity Period in consequence of the Damage the sum saved shall be deducted from the amount otherwise payable under this insurance before the application of the Underinsurance clause

### **Underinsurance**

If the total of the Rent Sums Insured on all the Premises insured is less than the total of the Day One Rental Values the Company's liability for any loss shall be limited to that proportion of the amount otherwise payable which the total Rent Sum Insured bears to the total Day One Rental Values

For the purposes of calculating the Day One Rental Value annual service charges not exceeding £100,000 in respect of any one Premises may be ignored

## General Clauses Applicable to Property Damage Insurance

### Alterations and Additions to the Premises

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

#### Item on Buildings

the Declared Value and Sum Insured shall each be increased by a percentage representing the value of the alterations or additions but not exceeding either 20% or £2,000,000 whichever is the less

#### Item on Rent

if the Rent receivable is to increase following completion of the alterations or additions the Sum Insured shall be increased by the anticipated amount of the additional Rent for the Indemnity Period insured but not exceeding either 20% or £500,000 whichever is the less

### Automatic Cover - Newly Acquired/Constructed/Refurbished Properties

This insurance is extended to include cover for premises

- [1] newly acquired by the Insured
- [2] newly constructed or refurbished

in the United Kingdom to the extent that the Insured's interest is not protected by any other more specific insurance

Provided that

- [a] as soon as reasonably practicable the Insured shall notify the Company in writing of each premises acquired/constructed/refurbished and arrange specific cover with the Company
- [b] this cover shall operate for a maximum period of 30 days from the date the Insured acquired their interest in the premises
- [c] this insurance shall not apply in respect of any cause or cover otherwise excluded from this Section of the Policy
- [d] the Company's liability any one claim for Buildings and Rent shall not exceed
  - [i] £1,000,000 any one premises in respect of country mansions or Buildings that are Long Term Unoccupied
  - [ii] £5,000,000 any one premises in respect of Buildings occupied solely for office retail or residential purposes
  - [iii] £5,000,000 any one premises in respect of Buildings occupied for any other purposes
- [e] in respect of any premises undergoing or awaiting refurbishment redevelopment renovation or demolition the Alternative Basis of Settlement shall apply in respect of Buildings

### Automatic Reinstatement of Sum Insured

In the absence of written notice by the Company or the Insured to the contrary within 30 days of the notification of any Damage the Sums Insured by this insurance will not be reduced by the amount of any loss subject to the Insured paying any appropriate additional premium on the amount of the loss

### Contracting Purchaser's Interest

If at the time of any insured Damage the Insured shall have contracted to sell their interest in any Premises insured and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this Policy on Buildings and Rent in respect of such Damage to the extent that such Buildings are not otherwise insured by the purchaser or on their behalf without prejudice to the rights and liabilities of the Insured or the Company until completion

In respect of insurance on Rent where Damage has occurred prior to exchange of contracts and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to

the benefit of the Rent insurance to the same extent as the Insured would have if the Premises had not been sold

## **Fire Protection Equipment**

The Insured shall take all reasonable measures to ensure that

- [i] any sprinkler or alarm installation or other fire protection equipment for which a reduced premium rate is allowed is maintained in efficient working order
- [ii] the routine tests prescribed by the Company are carried out and any defects revealed by such tests are promptly remedied
- [iii] the Company's written consent is obtained to any proposed changes repairs or alterations to any sprinkler or alarm installation

## **General Interests**

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

## **Inadvertent Omission to Insure**

This insurance is extended to include cover for premises in the United Kingdom which the Insured own or which they are responsible to insure

- [1] which the Insured has inadvertently failed to insure under this or any other policy
- [2] which the Insured has inadvertently failed to insure against all the causes or covers insured by this Section of this Policy

but the cover under this clause in respect of Premises under [2] is restricted to the uninsured causes or covers only

Provided that

- [a] immediately on becoming aware of
  - [i] any premises not insured the Insured shall arrange insurance with the Company with effect from inception of this Policy or any other policy with the Company that this Policy has replaced or the date upon which the insurance should have been arranged whichever is the later
  - [ii] any premises not insured for all the causes or covers insured by this Section of the Policy the Insured shall arrange insurance for the uninsured causes or covers with effect from inception of this Policy or any other policy with the Company that this Policy has replaced or the date upon which the insurance should have been arranged whichever is the later
- [b] this clause shall not apply to any premises covered under any Automatic Cover - Newly Acquired/Constructed/Refurbished Properties clause
- [c] the Company's liability any one claim for Buildings and Rent shall not exceed
  - [i] £1,000,000 any one premises in respect of country mansions or Buildings that are Long Term Unoccupied
  - [ii] £5,000,000 any one premises in respect of Buildings occupied solely for office retail or residential purposes
  - [iii] £5,000,000 any one premises in respect of Buildings occupied for any other purposes
- [d] in respect of any premises undergoing or awaiting refurbishment redevelopment renovation or demolition the Alternative Basis of Settlement shall apply in respect of Buildings

## **Non-Invalidation**

This insurance shall not be prejudiced

- [a] by repairs structural and other alterations all of a minor nature and general maintenance work being undertaken at the Premises

- [b] by any increase in risk of Damage resulting from an alteration act or omission which occurs without the authority or knowledge of the freeholder mortgagee or lessor

but this shall only protect the interest of the freeholder mortgagee or lessor and shall only apply if the Company be notified immediately on the party becoming aware of the increase in risk and the payment of any reasonable additional premium

## Privity of Contract

*The insurance provided by this clause is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred with the Company's written consent) of the Insured included within the Company's liability*

This insurance is extended to provide indemnity to the Insured in respect of premises in the United Kingdom

- [1] against legal liability as former landlord or tenant to any current landlord or tenant to insure repair or reinstate Damage to the Buildings of premises which
  - [a] arises from a breach by any current landlord or tenant of its obligations under a lease to insure repair or reinstate Damage by any of the causes or covers insured by this Section of the Policy to any Assigned Premises such that the Insured is also thereby in breach of those obligationsand
  - [b] arises out of any claim which is first made in writing to the Insured during any Period of Insurance and notified to the Companyduring or within 30 days after expiry of the same Period of Insurance
- [2] against legal liability for claimant's costs and expenses in connection with [1] above
- [3] in respect of
  - [a] costs of legal representation at proceedings in any court arising out of any occurrence specified in [1] above which may be the subject of indemnity under this clause
  - [b] all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under [1] aboveincurred with the Company's written consent

Provided that

- [a] the indemnity shall not apply to legal liability arising out of any occurrence happening before **underwriter to insert agreed date**
- [b] the Company's liability any one claim shall not exceed
  - [i] £1,000,000 any one premises in respect of country mansions or Buildings that are Long Term Unoccupied
  - [ii] £5,000,000 any one premises in respect of Buildings occupied solely for office retail or residential purposes
  - [iii] £5,000,000 any one premises in respect of Buildings occupied for any other purposes
- [c] notwithstanding proviso [b] above in no case shall the liability of the Company exceed the lesser of
  - [i] the difference between
    - [a] the amount payable under any insurance effected by any other landlord former landlord tenant former tenant or any other insurance of this typeand
    - [b] the total cost of insurance repairs or reinstatement as provided by this Policyexcept in cases which fall within [ii] below
  - [ii] the difference between

[a] the amount payable under any insurance effected by any other landlord former landlord tenant former tenant or any other insurance of this type

and

[b] the amount payable by the Alternative Basis of Settlement under this Policy

if at the date of the occurrence the Assigned Premises is undergoing or awaiting refurbishment redevelopment renovation or demolition

but in no case under [i] or [ii] above shall the Company's liability exceed the rateable portion of the Damage calculated according to the number of persons (whether or not insured) who have at any time held or who hold the reversion of the lease of the Assigned Premises

[d] the Insured must take all reasonable steps including but not limited to making or joining in any necessary application to court to obtain release from its liabilities as former landlord or tenant of the Assigned Premises following disposal

For the purposes of this clause Assigned Premises shall mean any Buildings formerly owned by or leased by or leased to the Insured which has been assigned to a successor landlord or tenant prior to an occurrence which may form the subject of a claim for indemnity under [1] above

### Temporary Removal

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

### Third Party Failure to Insure

This insurance is extended to include cover for premises in the United Kingdom which the Insured own or lease or in which the Insured has any other financial interest and for which another landlord or lessee or other party (not being the Insured) is responsible by virtue of lease or other contractual requirements and which the landlord or lessee or other party has failed to insure

[1] against all the causes or covers insured by this Section of the Policy

or

[2] for a sufficient amount to provide for reinstatement of the Buildings and loss of Rent as provided for by this Section of the Policy

Provided that

[a] immediately on becoming aware of

[i] any premises not insured for all the causes or covers insured by this Section of the Policy the Insured shall arrange insurance with the Company for the uninsured causes or covers

[ii] any premises not insured for a sufficient amount to provide for reinstatement of the Buildings and loss of Rent the Insured shall arrange insurance with the Company for the cost of reinstatement and loss of Rent

[b] this clause shall not apply to any premises

[i] covered under any Automatic Cover - Newly Acquired/constructed/Refurbished Properties or Inadvertent Omission to Insure clause(s) and in respect of premises under [1] above shall apply only for the causes or covers not insured by the landlord's or lessee's or other party's policy

[ii] where insurance is the responsibility of any company or person which

[1] is a parent of or subsidiary to the Insured (or any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary) in each case within the meaning of Sections 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986

- [2] is an agent of the Insured and engaged by them to arrange insurance on Buildings or Rent
  - [3] is engaged with the Insured in any joint venture capacity or partnership
  - [4] is an associated company of the Insured
- [c] the Company's liability any one claim for Buildings and Rent shall not exceed
  - [i] £1,000,000 any one premises in respect of country mansions or Buildings that are Long Term Unoccupied
  - [ii] £5,000,000 any one premises in respect of Buildings occupied solely for office retail or residential purposes
  - [iii] £5,000,000 any one premises in respect of Buildings occupied for any other purposes but in no case shall the liability of the Company exceed the difference between the amount payable under any insurance effected by the landlord or lessee or other party or any other insurance on the premises and the total cost or reinstatement and loss of Rent as provided by this Section of the Policy
- [d] in respect of any premises undergoing or awaiting refurbishment redevelopment renovation or demolition the Alternative Basis of Settlement shall apply in respect of Buildings
- [e] the Company shall not be liable for the amount of any excess deductible or Insured's contribution applying under any other insurance on the premises
- [f] the insurance under this extension shall be subject to all the terms conditions and exclusions of this Section of the Policy with the exception of Claims Condition Subrogation which is restated as follows

### **Subrogation**

Any claimant under this insurance shall at the request and at the expense of the Company take and permit to be taken all necessary steps in the name of the Insured for enforcing rights against any other party before or after any payment is made by the Company

The Company shall not enforce any rights against a tenant or lessee in respect of Damage to the part of the Buildings in the demise of that tenant or lessee or to common parts of the Building unless the Damage arises out of a criminal fraudulent or malicious act

# General Conditions Applicable to Property Damage Insurance

## Alteration

The insurance by this Section of the Policy shall be avoided in respect of any Premises where there is any alteration after the commencement of this insurance

- [a] by removal  
or
- [b] by a tenant vacating the Buildings or taking up occupation of the Buildings  
or
- [c] which increases the risk of Damage as insured by the Policy  
or
- [d] whereby the interest of the Insured ceases except by will or operation of law  
or
- [e] in respect of subsidence ground heave or landslip by any building demolition or excavation work being carried out on any adjoining site

unless admitted by the Company in writing

## Policy Voidable

The insurance by this Section of the Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular

## Reasonable Precautions

The Insured shall take all reasonable precautions to prevent Damage as insured by this Section of the Policy

## Territorial Limits

The insurance by this Section of the Policy shall apply

- [a] in respect of the Insured's Premises situated in the United Kingdom  
and insofar as this insurance extends to include property at other locations
- [b] elsewhere in the United Kingdom and the Republic of Ireland

## Warranties

Every warranty to which the Buildings or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this insurance

Non-compliance with any such warranty insofar as it increases the risk of Damage as insured by this Section of the Policy shall be a bar to any claim in respect of such Damage provided that whenever this insurance is renewed a claim in respect of Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period

## Terrorism Insurance

This Section applies only where shown as operative in the Schedule

### The Cover

Notwithstanding any provisions to the contrary within this Policy the insurance in respect of all items insured by Property Damage Insurance is extended to include Damage or loss resulting from Damage to the Property Insured described in the Schedule in the Territories stated below caused by or resulting from Terrorism

Provided always that

- [1] Terrorism Insurance is
  - [a] subject to the Exclusions stated below
  - [b] not subject to any other Policy Exclusions
- [2] the Company's liability shall not exceed in any one Period of Insurance
  - [a] in the whole the Total Sum Insured
  - [b] in respect of any Item its Sum Insured or any other stated Limit of Liability specified in the Schedule or elsewhere in the Policy

whichever is the lower

For the purposes of Proviso [2] the Sum Insured by each item on Rent insured under Property Damage Insurance shall be 200% of the amount stated in the Schedule and the Total Sum Insured shall be adjusted accordingly

Subject always to the Limits applying to Terrorism Insurance shown against the Territories stated below after the application of all the provisions of the insurance including any Insured's Contribution

Territory	Limit of Liability
[1] Great Britain	As otherwise specified in this Policy
[2] a) The Channel Islands ) b) The Isle of Man )	As otherwise specified in this Policy but not exceeding in total £10,000,000
[3] Elsewhere in the world	Not insured

### Exclusions

Terrorism Insurance does not cover

#### Riot Civil Commotion War and Allied Risks

any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

#### Electronic Risks

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

## **Nuclear Risks and Chemical Biological and Radiological Contamination**

in respect of

[1] Property Insured situated in the Channel Islands and the Isle of Man

[2] Residential Property insured in the name of a Private Individual

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

[a] the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

[b] ionising radiation or contamination by radioactivity or from the combustion of any radioactive material

[c] chemical and/or biological and/or radiological irritants contaminants or pollutants

### **Special Conditions**

In any action suit or other proceedings where the Company alleges that any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured

Any terms in this Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance

If this Policy is subject to any Long Term Undertaking it does not apply to Terrorism Insurance

All the terms and conditions of the Policy apply except insofar as they are hereby expressly varied

# Legal Liabilities Insurance – The Cover

## Liability Section 1 - Employers' Liability

This Section applies only where shown as operative in the Schedule

*The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule*

The Company will provide indemnity to any Person Entitled to Indemnity

- [1] against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
  - [a] in the United Kingdom
  - or
  - [b] while temporarily outside these territoriesarising out of and in the course of employment by the Insured in the Business
- [2] against legal liability for claimant's costs and expenses in connection with [1] above
- [3] in respect of
  - [a] costs of legal representation at
    - [i] any coroner's inquest or inquiry in respect of any death
    - [ii] proceedings in any court arising out of any alleged breach of statutory duty resulting in Injurywhich may be the subject of indemnity by this Section
  - [b] all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under [1] aboveincurred with the Company's written consent

Provided that in respect of any one Event

- [1] the total amount payable by this Section (including all clauses) shall not exceed
  - [a] £5,000,000 where the Event arises directly or indirectly out of Terrorism
  - [b] the Limit of Indemnity in respect of all other Events
- [2] the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof

## **Liability Section 2 - Property Owners' Public Liability**

This Section applies only where shown as operative in the Schedule

The Company will provide indemnity to any Person Entitled to Indemnity

- [1] up to the Limit of Indemnity against legal liability for damages in respect of
  - [a] accidental Injury of any person
  - [b] accidental loss of or damage to Property
  - [c] nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance in connection with the Business

- [2] against legal liability for claimant's costs and expenses in connection with [1] above

- [3] in respect of

- [a] costs of legal representation at
  - [i] any coroner's inquest or inquiry in respect of any death
  - [ii] proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in [1] abovewhich may be the subject of indemnity by this Section
- [b] all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under [1] above

incurred with the Company's written consent

Provided that in respect of

- [a] any one Event
- [b] all Events occurring during any Period of Insurance in respect of products supplied
- [c] all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- [1] the total amount payable by this Section in respect of [1] above and all clauses shall not exceed the Limit of Indemnity
- [2] the Insured's Contribution (if applicable) will be payable before the Company shall be liable to make any payment
- [3] the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment

## Liability Section 3 - Legal Defence Costs

This Section applies only where shown as operative in the Schedule

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured

up to the Limit of Indemnity in respect of

- [a] legal costs and other expenses incurred with the Company's written consent
- [b] costs awarded against the Insured or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts A and B below

### Part A

In respect of a breach of

- [1] the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Insured

### Part B

In respect of a breach of

- [1] the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured
- [2] Part II of the Consumer Protection Act 1987

Provided that in respect of Parts A and B

- [1] the indemnity will not apply
  - [a] to fines or penalties of any kind
  - [b] to compensation ordered or awarded by a court of criminal jurisdiction
  - [c] where Injury of any person or loss of or damage to Property has occurred
  - [d] where indemnity is provided by any other insurance
  - [e] to proceedings consequent upon any deliberate act or omission by
    - [i] the Insured
    - [ii] any partner or director of the Insured
    - [iii] any Employee with any specific responsibility for compliance with the legislation specified above

which could reasonably have been expected to constitute a breach of the legislation specified above

- [2] the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible incurred prior to the date of such payment The Company will then relinquish control of such claims and be under no further liability in respect thereof
- [3] where the Company is liable to indemnify more than one person the total amount payable as indemnity shall not exceed the Limit of Liability

## Claims Handling

All claims under this Section of the policy shall be handled on behalf of the Company by the independent third party service provider with whom we have an agreement

## Liability Section 4 - Legionellosis Liability

This Section applies only where shown as operative in the Schedule

*The insurance provided by Liability Section 4 is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred with the Company's written consent) of any Person Entitled to Indemnity included within the Limit of Indemnity stated in the Schedule*

The Company will provide indemnity to any Person Entitled to Indemnity

- [1] against legal liability for damages and claimant's costs and expenses in respect of accidental Injury caused by Legionellosis arising out of the Business where
- [a] the claim is first made in writing to the Insured (or any other Person Entitled to Indemnity) during the Period of Insurance
  - or
  - [b] the first notification of any circumstance which
    - [i] has caused or is alleged to have caused Injury
    - or
    - [ii] can be reasonably expected to give rise to a claim which may be the subject of the indemnity provided aboveis notified to the Company
    - [1] during
    - or
    - [2] within thirty days after expiry ofthe same Period of Insurance
- [2] in respect of
- [a] costs of legal representation at
    - [i] any coroner's inquest or inquiry in respect of any death
    - [ii] proceedings in any court arising out of any alleged breach of statutory duty resulting in any Injury specified in [1] abovewhich may be the subject of indemnity by this Section
  - [b] all other costs and expenses in relation to any matter which may form the subject of indemnity under [1] above
- incurred with the Company's written consent

Provided that

- [1] the total amount payable by this Section (including all clauses) shall not exceed the Limit of Indemnity
- [2] the Insured's Contribution (if applicable) will be payable before the Company shall be liable to make any payment
- [3] the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claim or claims can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof
- [4] all claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be deemed to be made in the Period of Insurance when
  - [a] the first claim was first made in writing to the Insured or to any Person Entitled to Indemnity and notified to the Company or
  - [b] the first notification of any circumstance was first made to the Company

## Liability Section 5 – Financial Loss

This Section applies only where shown as operative in the Schedule

*The insurance provided by Liability Section 5 is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity included within the Limit of Indemnity stated in the Schedule*

The Company will provide indemnity to any Person Entitled to Indemnity

- [1] against legal liability (other than arising under contract) incurred in connection with the Business for damages in respect of financial loss arising out of any claim which is
    - [a] first made in writing to the Insured (or any other Person Entitled to Indemnity under this Policy) during any Period of Insurance
    - and
    - [b] notified to the Company
      - [i] during
      - or
      - [ii] within thirty days after expiry of
  - [2] against legal liability for claimant's costs and expenses in connection with [1] above
  - [3] in respect of
    - [a] costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in financial loss specified in [1] above
    - [b] all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under [1] above
- incurred by the Company or with the Company's written consent

Provided that

- [1] the financial loss is sustained within the United Kingdom
- [2] the total amount payable by this Section (including all clauses) shall not exceed the Limit of Indemnity
- [3] the Insured's Contribution will be payable before the Company shall be liable to make any payment
- [4] the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claim or claims can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof

## **Clauses Applicable to Legal Liabilities Insurance**

### **Applicable to Liability Sections 1 2 4 and 5 only**

#### **Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- |     |  |      |
|-----|--|------|
| [a] | any director or partner of the Insured | £500 |
| [b] | any Employee                           | £250 |

### **Applicable to Liability Section 1 only**

#### **Unsatisfied Court Judgements**

In the event of a judgement for damages being obtained

- [a] by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during the Period of Insurance and arising out of and in the course of employment by the Insured in the Business

- [b] against any company or individual operating from premises within the United Kingdom

in any court situate in the United Kingdom and

- [c] remaining unsatisfied in whole or in part six months after the date of such judgement

at the request of the Insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- [a] there is no appeal outstanding

- [b] if any payment is made under the terms of this clause the Employee or the personal representatives of the Employee shall assign the judgement to the Company

### **Applicable to Liability Section 2 only**

#### **Contingent Motor Liability**

Notwithstanding the Mechanical Vehicles Exclusion the Company will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- [a] in respect of loss of or damage to such vehicle or to Property conveyed therein

- [b] arising while such vehicle is being driven by the Insured

- [c] in respect of which the Insured is entitled to indemnity under any other insurance

- [d] arising outside the United Kingdom

#### **Data Protection Act 1998**

The Business shall include the provision of any reciprocal arrangement for the storage or processing of Data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The Company will also provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that the Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This clause shall not apply in respect of

- [a] the payments of fines or penalties
- [b] the costs of replacing reinstating rectifying erasing blocking or destroying any personal Data
- [c] liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this clause if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- [d] claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this insurance
- [e] legal liability where indemnity is provided by any other insurance

### **Overseas Personal Liability**

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured or any family member accompanying them against legal liability incurred in a personal capacity while temporarily outside the United Kingdom in connection with the Business

The indemnity will not apply

- [a] to legal liability arising out of the ownership or occupation of land or buildings
- [b] where indemnity is provided by any other insurance

# General Conditions Applicable to Legal Liabilities Insurance

## Adjustment

If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Company may require. The Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to the Insured subject to any minimum premium that may apply.

## Alteration

These Sections of the Policy shall be avoided if any alterations occur materially altering the facts existing at the commencement of these Sections of the Policy unless admitted by the Company in writing.

## Application of Limits of Indemnity

All the Limits of Indemnity stated in the Schedule and all limits on the Company's liability stated elsewhere in these Sections of the Policy shall be the maximum amount payable by the Company in the circumstances stated in the Schedule or elsewhere in these Sections of the Policy irrespective of the number of Persons Entitled to Indemnity under these Sections of the Policy in respect of any insured Event or during any Period of Insurance.

## Observance

Observance of the terms of these Sections of the Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company except in so far as is necessary to comply with the requirements of any legislation enacted in the United Kingdom relating to compulsory insurance of legal liability to Employees.

## Policy Voidable

These Sections of the Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

## Reasonable Precautions

The Insured at their own expense shall

- [a] take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under these Sections of the Policy and to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in a sound condition.
- [b] as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

## Claims Conditions Applicable to Property Damage Insurance only

### Action by the Insured

- [a] In the event of any occurrence which may give rise to a claim under this Policy the Insured shall
  - [i] notify the Company immediately
  - [ii] notify the police authority immediately if it becomes evident that the Damage has been caused by a criminal or malicious act
  - [iii] take and permit to be taken any action which may be reasonably practical to prevent further Damage or minimise the loss
- [b] In the event of a claim being made under this Policy the Insured shall at their own expense provide the Company with
  - [i] full information in writing of the amount of the claim (together with details of any other insurances covering any of the property damaged) within thirty days after the Damage (seven days in the case of Damage caused by any criminal or malicious act) or within such further time as the Company may allow
  - [ii] all such proofs and information relating to the claim as may be reasonably required
  - [iii] a statutory declaration of the truth of the claim (and of any matters connected with it) if requested by the Company
- [c] If the terms of this condition have not been complied with
  - [i] no claim under this Policy shall be payable
  - [ii] any payment on account of the claim already made shall be repaid to the Company immediately

### Arbitration

If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

### Contribution

If at the time of any Damage there is any other insurance effected by or on behalf of the Insured covering any of the loss the Company's liability shall be limited to its rateable proportion of such Damage

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably the Company's liability shall be limited to that proportion of the Damage which the Sum Insured or Limit of Liability under this Policy bears to the value of the property

### Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or anyone acting on their behalf to obtain any benefit under this insurance or if any Damage is caused by the wilful act or with the connivance of the Insured all benefit under this insurance shall be forfeited

## **Rights of the Company**

- [a] On the happening of any Damage in respect of which a claim is made under this Policy the Company and any person authorised by them may
- [i] enter take or keep possession of the Premises where such Damage has occurred
  - [ii] take possession of or require to be delivered to them the property insured
  - [iii] deal with such property for all reasonable purposes and in any reasonable manner
- without thereby incurring liability or diminishing any of the Company's rights under this Policy
- No property may be abandoned to the Company whether taken possession of by the Company or not
- [b] No claim under this Policy shall be payable unless the terms of this condition have been complied with

## **Subrogation**

Any claimant under this insurance shall at the request and at the expense of the Company take and permit to be taken all necessary steps in the name of the Insured for enforcing rights against any other party before or after any payment is made by the Company

The Company shall not enforce any rights against

- [a] a tenant or lessee in respect of Damage to the part of the Buildings in the demise of that tenant or lessee or to common parts of the Buildings unless the Damage arises out of a criminal fraudulent or malicious act
- [b] any Company being Parent of or Subsidiary to the Insured or any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of Section 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986

## **Claims Conditions Applicable to Legal Liabilities Insurance only**

### **Action by the Insured**

The Insured shall give to the Company immediate written notice with full particulars of any claim or circumstances which may give rise to a claim (regardless of the Insured's Contribution)

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Company immediately on receipt

Written notice shall also be given by the Insured to the Company immediately the Insured shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under these Sections of the Policy

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Insured shall give all such assistance as the Company may require

### **Contribution**

Other than in respect of the Contingent Motor Liability extension to Section 2 if at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Section of the Policy not been effected

### **Fraud**

All benefit is forfeited if any claim is fraudulent in any respect or fraudulent means are used by or on behalf of the Insured or any other Person Entitled to Indemnity to obtain any benefit under this Policy

### **Notice of Adjudication**

The Insured shall upon receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy provide immediate notice (or on the first working day thereafter) thereof by telephone to the Company

## Policy Exclusions

### Exclusions Applicable to Property Damage Insurance only

This Policy does not cover

#### Electronic Risks

Damage to

- [a] Data which shall include but shall not be limited to
- [1] Damage to or corruption of Data whether in whole or in part
  - [2] unauthorised appropriation of use of access to or modification of Data
  - [3] unauthorised transmission of Data to any third parties
  - [4] Damage arising out of any misinterpretation use or misuse of Data
  - [5] Damage arising out of any operator error in respect of Data
- [b] any items insured arising directly or indirectly from
- [1] the transmission or impact of any Virus
  - [2] unauthorised access to a System
  - [3] interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
  - [4] Failure of a System
  - [5] anything described in [a] above
- but in respect of [b] [1] [b] [2] [b] [3] and [b] [4] this shall not exclude subsequent Damage or loss resulting from subsequent Damage which itself results from a cause not otherwise excluded provided that such Damage does not arise by reason of any malicious act or omission

#### Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- [1] ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- [2] the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

#### Sonic Bangs

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

## **Terrorism**

Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of

[a] Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

[b] in Northern Ireland

[1] riot or civil commotion

[2] strikers locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to damage by fire or explosion

This insurance also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling preventing suppressing or in any way relating to an act of Terrorism

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured

## **War and Allied Risks**

Damage occasioned by

[1] riot or civil commotion except to the extent that it is specifically insured

[2] war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## **Exclusions Applicable to Legal Liabilities Insurance only**

### **Section 1 – Employers’ Liability only**

The indemnity will not apply to legal liability

#### **Radioactive Contamination**

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- [a] ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- [b] the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is

- [1] that of any principal
- [2] accepted under agreement and would not have attached in the absence of such agreement

#### **Road Traffic Legislation**

in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

### **Section 2 – Property Owners’ Public Liability only**

The indemnity will not apply to legal liability

#### **Asbestos – Fear of Asbestos and Removal Costs**

- [1] for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials
- [2] for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any Property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

#### **Contractual Liability**

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement unless the terms of such agreement have been accepted by the Company in writing

#### **Disposed Premises**

for the costs of remedying

- [1] any defect or alleged defect
- [2] the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

in premises disposed of by the Insured

#### **Employers’ Liability**

for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business

## Fines or Penalties

for

- [a] fines or penalties
- [b] compensation ordered or awarded by a court of criminal jurisdiction
- [c] aggravated exemplary or punitive damages awarded by any court outside the United Kingdom

## Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any

- [a] mechanically propelled vehicle other than legal liability arising out of
  - [1] the use of plant as a tool of trade on site
  - [2] the use of plant at the Premises
  - [3] the loading or unloading of any vehicleexcept where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- [b] aircraft or other aerial device
- [c] aerospace device
- [d] hovercraft
- [e] water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

## Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or of the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place

## Product Defects and Recall

- [a] in respect of loss of or damage to any
  - [1] product supplied by the Insured
  - [2] contract work executed by the Insuredcaused by any defect therein or the unsuitability thereof for its intended purpose
- [b] for the costs of recall removal repair alteration replacement or reinstatement of any
  - [1] product supplied by the Insured
  - [2] contract work executed by the Insurednecessitated by any defect therein or the unsuitability thereof for its intended purpose

## Professional Risks

arising from or in connection with

- [a] advice
  - [b] design
  - [c] specification
- \_\_\_\_\_ provided for a fee

## **Property in the Insured's Custody or Control**

for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than

- [a] Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- [b] premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
- [c] premises and their fixtures and fittings leased or rented to the Insured unless such legal liability arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

## **Radioactive Contamination**

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- [a] ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- [b] the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

## **War and Allied Risks**

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion insurrection or military or usurped power

## **Section 4 - Legionellosis Liability only**

The indemnity will not apply to legal liability

## **Contractual Liability**

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement unless the terms of such agreement have been accepted by the Company in writing

## **Fines or Penalties**

for

- [a] fines or penalties
- [b] compensation ordered or awarded by a court of criminal jurisdiction
- [c] aggravated exemplary or punitive damages awarded by any court outside the United Kingdom

## **Products Liability**

arising out of or in connection with any

- [a] product supplied
- [b] contract work executed

by the Insured

## Professional Risks

arising from or in connection with

- [a] advice
  - [b] design
  - [c] specification
- } — provided for a fee

## Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- [a] ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- [b] the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

## Retroactive Liability

in respect of any Legionellosis which commenced prior to the Retroactive Date stated on the Schedule

## War and Allied Risks

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion insurrection or military or usurped power

## Section 5 – Financial Loss only

The indemnity will not apply to legal liability

### Advice Design or Specification

arising from or in connection with

- [a] advice
- [b] design
- [c] specification

### Anti-Trust Laws

arising out of any breach or alleged breach of anti-trust laws

### Asbestos Financial Loss

of whatsoever nature directly or indirectly caused or contributed to or occurring by

- [a] the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- [b] the release of Asbestos Dust
- [c] the exposure of persons buildings or Property to Asbestos Asbestos Dust or Asbestos Containing Materials

## **Data**

arising directly or indirectly from or out of Damage to Data including but not limited to any

- [a] loss of destruction or corruption of Data whether in whole or in part
- [b] unauthorised appropriation use access to or modification of Data
- [c] unauthorised transmission of Data to any third party
- [d] misinterpretation use or misuse of Data
- [e] operator error

## **Defamation or Intellectual Property Rights**

arising out of any defamation injurious falsehood passing off or infringement of any Intellectual Property Rights

## **Deliberate Act or Omission**

arising out of any deliberate act or omission by the Insured or partner or director of the Insured

## **Diminution in Value**

arising from the diminution of the value of any Property

## **Electronic Risks**

arising directly or indirectly from or out of

- [a] the transmission or impact of any Virus
- [b] any unauthorised access to a System
- [c] interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
- [d] Failure of a System

## **Fines or Penalties**

for

- [a] fines or penalties
- [b] compensation ordered or awarded by a court of criminal jurisdiction
- [c] aggravated exemplary or punitive damages awarded by any court outside the United Kingdom

## **Fraud**

arising out of any act of fraud or dishonesty by the Insured or partner or director of the Insured

## **Injury Damage Nuisance Trespass or Interference**

in respect of

- [a] Injury of any person
- [b] Damage to Property
- [c] nuisance trespass or interference with any easement right of air light water or way

## **Mechanical Vehicles**

arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any

[a] mechanically propelled vehicle other than legal liability arising out of

[1] the use of plant as a tool of trade on site

[2] the use of plant at the Premises

[3] the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

[b] aircraft or other aerial device

[c] aerospace device

[d] hovercraft

[e] water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

## **Person Employed**

for financial loss sustained by any Person Employed arising out of and in the course of employment by the Insured in the Business

## **Products Recall**

for the costs of recall removal repair alteration replacement or reinstatement of any

[a] product supplied by the Insured

[b] contract work executed by the Insured

necessitated by any defect therein or the unsuitability thereof for its intended purpose

## **Radioactive Contamination**

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

[a] ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

[b] the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

## **Retroactive Liability**

arising out of any cause happening prior to the Retroactive Date stated on the Schedule

## **Statutory Authorities**

to any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties

## **Storage or Processing of Computer Data**

for financial loss arising from any reciprocal arrangement for the storage or processing of computer data or use of computer facilities

## **Strikes or Labour Disturbances**

arising out of or in connection with any delays strikes or labour disturbances

## **War and Allied Risks**

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion insurrection or military or usurped power

## Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

### Our complaints process

- Initially, please raise your concerns with your usual business contact.
- If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to our Customer Relations Office.
- A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However, if resolution is not possible they will issue a response within 8 weeks of your original complaint.

### Customer Relations Contact Details

Customer Relations Office  
Dean Clough Industrial Park  
Bowling Mill  
Halifax  
HX3 5WA

Telephone: 01422 325060

Fax: 01422 325146

Email: [Customerrelationsoffice@uk.royalsun.com](mailto:Customerrelationsoffice@uk.royalsun.com)

### What to do if you are still not satisfied

If you are still not satisfied Royal & SunAlliance is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them.

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

Telephone: 0845 0801800

Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.