



# **MATRIX UNDERWRITING MANAGEMENT**

PROPERTY OWNERS POLICY

"POIB-0522"

# Contents

<b>ABOUT YOUR POLICY</b>	<b>3</b>
<b>GENERAL INSURING CLAUSE</b>	<b>4</b>
<b>REGISTERED DETAILS OF THE PARTIES</b>	<b>5</b>
<b>HOW TO COMPLAIN - PART A (BRIT SYNDICATE)</b>	<b>6</b>
<b>HOW TO COMPLAIN - PART B (IRWELL INSURANCE COMPANY LTD)</b>	<b>8</b>
<b>PART A IMPORTANT INFORMATION</b>	<b>10</b>
<b>PART B IMPORTANT INFORMATION</b>	<b>11</b>
<b>MAKING A CLAIM</b>	<b>12</b>
<b>GENERAL DEFINITIONS</b>	<b>13</b>
<b>GENERAL EXCLUSIONS</b>	<b>19</b>
<b>CLAIMS CONDITIONS</b>	<b>21</b>
<b>GENERAL CONDITIONS</b>	<b>22</b>
<b>SECTION 1 PROPERTY DAMAGE</b>	<b>27</b>
<b>INSURING CLAUSE</b>	<b>27</b>
<b>PROPERTY INSURED</b>	<b>27</b>
<b>LIMIT OF LIABILITY</b>	<b>27</b>
<b>EXTENSIONS TO SECTION 1</b>	<b>27</b>
<b>CONDITIONS TO SECTIONS 1</b>	<b>31</b>
<b>SECTION 2 LOSS OF RENT RECEIVABLE</b>	<b>34</b>
<b>INSURING CLAUSE</b>	<b>34</b>
<b>LIMIT OF LIABILITY</b>	<b>34</b>
<b>EXTENSIONS TO SECTION 2</b>	<b>34</b>
<b>CONDITIONS TO SECTION 2</b>	<b>35</b>
<b>EXCLUSIONS TO SECTIONS 1 AND 2</b>	<b>37</b>
<b>SECTION 3 TERRORISM</b>	<b>40</b>
<b>INSURING CLAUSE</b>	<b>40</b>
<b>LIMIT OF LIABILITY</b>	<b>40</b>
<b>EXCLUSIONS TO SECTION 3</b>	<b>40</b>
<b>CONDITIONS TO SECTION 3</b>	<b>40</b>
<b>SECTION 4 PROPERTY OWNERS' LIABILITY</b>	<b>43</b>
<b>INSURING CLAUSE</b>	<b>43</b>
<b>LIMIT OF LIABILITY</b>	<b>43</b>
<b>EXTENSIONS TO SECTION 4</b>	<b>43</b>
<b>EXCLUSIONS TO SECTION 4</b>	<b>44</b>
<b>SECTION 5 EMPLOYERS' LIABILITY</b>	<b>47</b>
<b>INSURING CLAUSE</b>	<b>47</b>
<b>LIMIT OF LIABILITY</b>	<b>47</b>
<b>EXTENSIONS TO SECTION 5</b>	<b>47</b>
<b>EXCLUSIONS TO SECTION 5</b>	<b>48</b>
<b>EXTENSIONS TO SECTIONS 4 AND 5</b>	<b>48</b>
<b>EXCLUSIONS TO SECTION 4 AND 5</b>	<b>49</b>

# About Your Policy

This Policy has been prepared in accordance with **Your** instructions. It is a legal contract. Please read it carefully to ensure that it is in accordance with **Your** requirements and that **You** understand its limits, terms, conditions and exclusions. The insurance broker or other intermediary who arranged this Insurance should be contacted immediately if any correction is necessary.

This Policy consists of:

- the **General Insuring Clause** which explains the basis on which cover is provided;
- the **Schedule / Risk Details** which states who the Insured is, what is being covered and other terms, such as the Period of Insurance, details of which Sections of the Policy operate, the types of losses insured, Limits of Liability and matters and amounts for which **You** are responsible;
- **Definitions** which define particular words and expressions applying to the whole of this Policy or, where specifically stated, applying to a particular Section;
- the **Sections** of the Policy which give precise details of the cover being provided;
- the **Extensions to all/ Specified Sections** of the Policy detail the extensions provided to the coverage under the Sections;
- the **General Conditions** and **General Exclusions** of cover applying to the whole of this Policy or, where specifically stated, applying to a particular Section;
- any **Endorsements** which might apply to the Policy or individual Sections and which incorporate Extensions, limitations, amendments and such like.

**You** should immediately notify the Insurer via **Your** insurance broker or other intermediary of any changes which may affect the insurance provided by this Policy.

Alterations to the cover required after issue of the Policy will be confirmed by separate Schedules and/or Endorsements which **You** should file with the Policy. **You** should refer to these Schedules and/or Endorsements and the Policy to ascertain precise details of cover currently in force.

## Cancellation

This Policy may be cancelled by **You** on the terms detailed in the General Conditions. (Page 22)

## Making a Claim

If **You** need to make a claim, please check the relevant section of the Policy for the cover that is being provided, then refer to the claims notification instructions (page 12). Please note that any fraudulent or deliberately misleading statement will invalidate **Your** claim and may affect **Your** insurance cover.

## Making a Complaint

If **You** are not happy with **Our** service, please see the Complaint Procedure (Pages 6 & 8)

## General Insuring Clause

In return for the payment of **Premium**, the Insurer agrees to provide **You** with the cover set out in this Property Owners' Insurance Policy, subject to all of its terms and conditions, during the Period of Insurance.

The Insurer has relied on the information provided by **You** or anyone else acting on **Your** behalf, including the accuracy of such information, in the application process for this insurance, which includes any proposal form and all written materials provided in support.

Where insurance is provided by more than one insurer, the insurers' obligations under this Policy in accordance with the terms and conditions contained herein or endorsed hereon, are several and not joint. This means that insurers are limited solely to the extent of their individual subscriptions and are not jointly liable for the proportion of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

This Policy wording, **Schedule**, Endorsements and any other attachments constitute one document containing the legal agreement between the Insured and the Insurer.

Words or expressions indicated in italics have a specific meaning attached to them, and that meaning applies wherever these words or expressions appear.

# Registered details of the parties

## The Insurers

### **Brit Syndicate 2987 at Lloyd's**

Brit syndicate 2987 at Lloyds registered in England, registration number 00824611

Registered Office: The Leadenhall **Building**, 122 Leadenhall Street, London, EC3V 4ABE

BRIT is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. FCA Registration Number 204930

### **Irwell Insurance Company Limited**

Irwell Insurance Company Limited who are registered in England, registration number 02887406. Registered Office: 2 Cheetham Hill Road, Manchester, M4 4FB. Irwell is authorised by the Prudential Regulatory Authority and is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. PRA Registration No. 202897.

## Binding Underwriter

### **Matrix Underwriting Management Limited**

Whose registered office is at Hornigals Little Tay Road, Feering, Colchester, Essex, England CO5 9RS (registered number 07448162).

Matrix Underwriting Management Limited is regulated by the Financial Conduct Authority, financial services number 537923.

These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk)

## How to Complain – Part A (Brit Syndicate)

### If Your complaint is about Your policy or how it was sold to You

If **You** have a query or complaint regarding the way the **Policy** was sold, or the administration of **Your Policy**, **You** should refer to the insurance intermediary who sold the **Policy** to **You**.

### If Your complaint is about Your claim

**We** strive to provide an excellent service to all **Our** customers but occasionally things can go wrong. **We** take all concerns seriously and endeavour to resolve all customers' problems promptly. If **You** have a question or concern about **Your** policy **You** should, in the first instance contact **Your** broker who will be able to advise **You** and provide assistance in this regard.

Alternatively, if **You** wish to contact **Us** directly **You** should either write or telephone:

The Complaints Department  
Brit Syndicates Limited  
The Leadenhall Building  
122 Leadenhall Street  
London EC3V 4AB

Telephone: 0044 (0) 20 385 70000  
Facsimile: 0044 (0) 20 385 70001  
Email: [BGS.Complaints@britinsurance.com](mailto:BGS.Complaints@britinsurance.com)

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

Complaints  
Lloyd's  
One Lime Street  
London EC3M 7HA

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Telephone: +44 (0)20 7327 5693  
Fax: +44 (0)20 7327 5225  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedure are set out in a leaflet "**Your** Complaint - How **We** Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

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

If **You** were sold this product online or by other electronic means and within the European Union (EU) **You** may refer **Your** complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of **Your** complaint the ODR will escalate **Your** complaint to **Your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on <http://ec.europa.eu/odr>.

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

Financial Ombudsman Service (FOS)  
Exchange Tower  
London  
E14 9SR  
Helpline: 0800 0234 567  
0044 20 7964 0500 (if outside UK)  
Switchboard: 0044 (0) 20 7964 1000  
Facsimile: 0044 (0) 20 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **Your** rights under this policy but if **You** are not an eligible complainant then the informal complaint process ceases.

## Financial Services Compensation Scheme (FSCS)

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **We** are unable to meet **Our** obligations under this **Policy**. If **You Were** entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **Policy**. Further information about the FSCS is available from:

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Contact details:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

Tel: For UK callers: 0800 678 1100 (free phone)

Tel: For callers from abroad: +44 (0) 20 7741 4100

**Web:** [www.fscs.org.uk](http://www.fscs.org.uk)

## How to Complain – Part B (Irwell Insurance Company Ltd)

### If your complaint is about the way a Policy was sold to you

If **You** complaint is about the way a **Policy** was sold to **You**, please contact the insurance adviser who sold the **Policy** to **You**.

### If your complaint is about your claim

**We** are committed to providing a high level of service, but if **You** believe that **We** have not delivered the service **You** expected from **Us**, please let **Us** know so that **We** can put things right. If **You** wish to make a complaint, please contact:

The Complaints Officer  
Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB

Email: [complaints@irwell.co.uk](mailto:complaints@irwell.co.uk)  
Telephone: 0344 892 0164

**We** will contact **You** within 3 days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve **Your** complaint within 4 weeks. If it will take **Us** longer, **We** will explain why and let **You** know when **You** can expect **Our** final response.

### Referring your complaint to the Financial Ombudsman Service

If **You** are not happy with **Our** response to **Your** complaint, or **You** have not received a response within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service can review complaints from ‘eligible complainants’, but **Your** complaint must be submitted to them within 6 months of receiving **Our** final response.

Further information can be found at:

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

The Financial Ombudsman Service exists to help resolve complaints when **We** have not been able to resolve matters to **Your** satisfaction.

The service they provide is free and impartial.

### You can contact the Financial Ombudsman Service using the following details:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Telephone: 020 7964 1000  
Fax: 020 7964 1001  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaints procedure does not affect **Your** legal rights.



## Financial Services Compensation Scheme

The **Insurers** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% without any upper limit. For compulsory classes of insurance, the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

FSCS contact details:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY

Email:	<a href="mailto:enquiries@fscs.org.uk">enquiries@fscs.org.uk</a>
Telephone (for UK callers):	0800 678 1100 (freephone)
Telephone (for callers from abroad):	+44 (0) 20 7741 4100
Web:	<a href="http://www.fscs.org.uk">www.fscs.org.uk</a>

## Part A Important Information

### Data Protection and Privacy Notice

#### Who are We

**We** are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

#### The basics

**We** collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

#### Other people's details you provide to Us

Where **You** provide **Us** or **Your** agent or broker with details about other people, **You** must provide this notice to them.

#### Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice(s), which is/are available online on **Our** website(s) or in other formats on request.

#### Contacting Us and your rights

**You** have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s), please contact **Us**, or the agent or broker that arranged **Your** insurance who will provide **You** with **Our** contact details at:

Data Protection Officer,  
Brit Syndicates Limited,  
The Leadenhall **Building**,  
122 Leadenhall Street,  
London,  
EC3V 4AB

## Part B Important Information

The insurance provided by **Part B** this **Policy** is underwritten by Irwell Insurance Company Limited who are registered in England, registration number 02887406. Registered Office: 2 Cheetham Hill Road, Manchester, M4 4FB. Irwell is authorised by the Prudential Regulatory Authority and is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. PRA Registration No. 202897.

### Use of Your Information by Irwell Insurance Company Limited

Irwell Insurance Company Limited (the Data Controller) is committed to protecting **Your** privacy in accordance with the current Data Protection Legislation as per the terms set out in the General Data Protection Regulations 2016 (GDPR) and the Data Protection Act 2018 (DPA). This fair processing notice sets out the details of the information that **We** may collect from **You**, as well as the ways in which **We** may process data relating to **You** and **Your** company. This notice should be read in conjunction with **Our** products terms and conditions. The specific company also acting as a data controller of **Your** personal information will be listed in the **Policy** documentation **We** provide to **You**.

Irwell Insurance Company Limited may process Personal Data in order to arrange **Your** insurance cover (including renewals and claims), to comply with a legal requirement, to administer accounts, for research and statistical purposes, to provide customer service, to perform credit checks, to engage in fraud prevention and market **Our** products and services and any other related purposes which may include underwriting decisions made via automated means. In addition, **We** may use it for the purposes more particularly described below.

Irwell Insurance Company Limited may share Personal Data with Peninsula Business Services Limited (including **Your** name, telephone number and address). **We** are sharing **Your** data to enable **Us** to fulfil a contractual obligation **We** have to **You**. Peninsula Business Services Limited provide and administer SafeCheck and will contact **You** to provide this service. Peninsula Business Services Limited will not share the outcome of any SafeCheck with **Us**. If **You** have any concerns about the way in which **Your** data is being handled by **Us** please get in touch:

The Data Protection Officer  
Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB

Telephone: 0344 892 0118  
Email: data.protection@irwell.co.uk

### What personal information do we collect and use?

For the provision of **Our** products in some circumstances, **We** may need to obtain and process more sensitive personal information about **You** and **Your** company, such as information relating to health, criminal convictions, or civil offence data. **We** may also process other sensitive personal information including details of **Your** race; ethnicity; religious or philosophical beliefs; political opinions; trade union membership; genetic or biometric data; or data concerning **Your** sex life or sexual orientation if relevant to **Your Policy** or claim.

This information once gathered may form part the underwriting of the **Policy** or form part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Any such data will only be used for the specific purposes set out in **Our** notice.

### How long will we keep your data for?

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention **Policy**. In most cases, the retention period will be for a period of ten years following the expiry of the insurance contract, the closure of **Your** claim, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

### Will your data leave the United Kingdom?

**We** may store, process or transfer information **We** collect about **You** to destinations outside of the **United Kingdom** ("UK"). Where this happens, **We** ensure that **Your** information is treated securely using appropriate safeguards. For example, **We** would protect any transfer of data to another party with standard contractual clauses (SCCs) built in as part of the contractual obligations in accordance with GDPR legislation.

# Making a Claim

This part of **Your Policy** explains how to make a claim and explains **Your** obligations relating to the claims process.

## Our Claims Commitment to You

**We** aim to provide **You** with an efficient and easy to use claims service. To do this, **We** may use specially selected companies to deal with **Your** claim on **Our** behalf.

**We** will, throughout the claims process;

- Act with honesty and integrity.
- Keep **You** informed of any significant developments regarding the status of **Your** claim.
- Inform **You** if **We** cannot deal with any part of **Your** claim and provide a clear explanation of the reasons why.
- Provide **You** with the highest level of customer care at all times.

Where **Our** consent is required prior to incurring costs or taking other action relating to any claim, **We** will not unreasonably withhold or delay providing **You** with consent. This process protects **You** from incurring costs or taking action that is not covered by this **Policy**.

## How do I make a claim?

- Should **You** need to report or make a claim, please contact **Your** insurance broker or Matrix Underwriting. Matrix Underwriting's details are below.
- It will be helpful when reporting a claim if **You** are able to advise the Policy number and brief details of the claim.

**Address:**           **Matrix Underwriting**  
**Hornigals,**  
**Little Tey Road,**  
**Feering,**  
**Colchester,**  
**CO5 9RS**

**E- mail**            [quotes@matrixunderwriting.co.uk](mailto:quotes@matrixunderwriting.co.uk)

**Telephone:**      **01206 214 530**

## What to do in the event of a claim:

- **You** should take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury**. No prior approval is required.
- If possible, provide evidence in the form of photos of **Damage**, **Injury** and documentation including quotes, invoices or receipts.
- **You** should not admit liability even if asked to do so by a third party.
- **You** shall give **Us** or **Our** representative all necessary assistance.
- All claims involving malicious **Damage** and/or theft must be reported to the Police as soon as reasonably practicable, and **You** should request a crime reference number.
- Complete and return any claim form sent to **You**, as soon as possible.

# General Definitions

These Definitions are applicable to the whole Policy unless otherwise stated.

These Definitions are subject to the terms, conditions, limits and exclusions of the Policy.

Wherever the following words appear in Bold starting with a capital letter, they will have the same meaning as defined here.

Also, the following applies:

- a) words importing the singular shall include the plural and vice versa;
- b) references to persons include bodies corporate or unincorporated;
- c) words importing any gender shall include all genders;
- d) reference to any statute or statutory provision, orders or regulations shall include references to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy; and
- e) reference to any statutory or other body shall include the successor to that body.

## A

### Accident / Accidental

means a single, sudden, external and unexpected event by violent and visible means, which occurs at an identifiable time and place.

### Accidental Damage

means physical loss or physical destruction of or **Damage** to tangible **Property Insured** as a result of a single, sudden, external and unexpected event by violent and visible means, which occurs at an identifiable time and place during the Period of Insurance.

### Actual Value

means the amount it would cost to repair or replace **Property Insured**, on the date of **Damage**, with material of similar kind, condition and quality, with deduction for outdatedness and physical depreciation.

### Act of Sabotage

means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

### Act of Terrorism

solely for the purpose of Section 3- Terrorism, **Act of 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 in place.

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

### Additional Insured

Means the personal representatives of the Insured in respect of **Legal Liability** incurred by the Insured for which the Insured would have been entitled to indemnity under this Policy if the claim for which indemnity is sought had been made against the Insured.

### Annual Rent Receivable

means **Rent Receivable** by the Insured during the 12 (twelve) months immediately before the date of the **Damage**.

### Appointed Representative

means a solicitor, barrister or other appropriately qualified person appointed to act in the name of and on behalf of the Insured in accordance with the terms, conditions, limitations, provisos and exclusions of this Policy.

### Asbestos,

Asbestos, asbestos fibres or any derivatives of asbestos including any substance or product containing any asbestos fibres or derivatives.

### Authorised Resident

means the Insured, tenant(s) and any member of their family permanently residing with them at the premises, or any other person authorised by the Insured.

## B

### Binding Underwriter

Is the legal entity which **We** have authorised under contract to underwrite and bind insurance on **Our** behalf, their details are:

Matrix Underwriting Management Ltd

Hornigals

Little Tey Road

Feering  
Essex  
CO5 9RS

### Building(s)

means:

1. the permanent fixed structures and permanent foundations below ground level, situated at the **Insured Premises**, constructed mainly of brick, stone or concrete and roofed mainly with slates, tiles, concrete, metal or asbestos unless otherwise agreed by the Insurer; and
2. including garages, annexes and extensions to the permanent fixed structures;
3. landlord's fixtures and fittings in or on such permanent fixed structures; which are the property of or have been leased to the Insured or for which the Insured is legally responsible.

Unless more specifically insured, the following property of the Insured or for which the Insured is legally responsible shall also be included in the definition of **Building(s)**:

- A. annexes and outbuildings;
- B. tenants' improvements which the Insured is legally responsible for;
- C. conveyors, trunks, lines, wires, service pipes and similar property on the **Insured Premises** extending to the public mains;
- D. walls, gates and fences;
- E. landscaping, swimming pools, ponds, lakes, reservoirs, and other similar water features;
- F. car parks, yards, roadways, walking surfaces and similar surfaces at the **Insured Premises**;
- G. security lighting, security cameras and other security or fire protection devices, affixed receiving and communication aerials, their fittings and masts fixed to the **Buildings**;
- H. Solar panels, wind turbines and other similar equipment used by the Insured for the generation of electricity.

**Building(s)**, in no event, shall include **Buildings** in the course of construction or alteration.

## C

### Condition(s) Precedent

means that these clauses must be satisfied before the Insurer becomes liable to make any payment to the Insured under this Policy. In the event of the Insured's breach of any Condition Precedent, in respect of any claim arising or contributed to by such breach, the Insurer is entitled to decline liability and shall not be required to make any payment to the Insured for such claim.

## D

### Damage / Damaged

means physical loss or physical destruction of or **Damage** to tangible **Property Insured** by an **Insured Peril**.

### Debris Removal

means costs and expenses necessarily and reasonably incurred by the Insured with the prior consent of the Insurer to:

1. remove debris from;
2. dismantle and/or demolish;
3. shore-up or prop up,

the portion or portions of the **Property Insured** following **Damage**.

The Insurer will not pay for any costs or expenses:

- A. incurred in removing debris except from the site of the **Property Insured** and the area immediately adjacent to such site;
- B. arising from **Pollution or Contamination** of property not insured by this Policy.

### Declared Value

means the Insured's assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with reinstatement valuations provided under the Basis of Settlement clause under Conditions to Section 1 at the level of cost applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with allowance for, where applicable:

- A. the additional cost of reinstatement to comply with public authority requirements;
- B. **Professional Fees**;
- C. **Debris Removal**.

### Denial of Service Attack (applicable to Sections 1,2 and 3)

means any actions or instructions constructed or generated with the ability to **Damage**, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. **Denial of Service Attack** includes, but is not limited to, the generation of **Excess** traffic into network addresses, the exploitation of system or network weaknesses and the generation of **Excess** or non-genuine traffic between and amongst networks.

## E

### Excess

With respect to Sections 1, 2, and 5, **Excess** means the amounts as specified either in this Policy wording or in the **Schedule**, as applicable, that are to be deducted from any claim and which amount shall be borne by the Insured.

Under **Section 1 - Property Damage**, this shall apply to each Loss or **Damage** at each **Insured Premises** separately after the application of the Average Condition.

Under **Section 3 - Property Owners' Liability** and **Section 4 – Employers' Liability**, means the amounts as specified in the **Schedule**, which the Insured shall pay in respect of all Damages, compensation, claimant's costs, **Legal Costs** and expenses before the Insurer shall be liable to make any payment. The **Excess** shall apply to each Event other than **Legal Liability** arising out of **Injury** unless otherwise specified in the **Schedule**;

## G

### Glass

means:

1. Fixed **Glass** and mirrors in or at the **Insured Premises**;
  2. Frames or framework which require to be removed to replace the **Glass**;
  3. Window alarm foil, ornamental **Glass**, lettering and silvering;
  4. Fixed external signs including neon signs,
- being the property of the Insured or for which the Insured is responsible.

## H

### Hacking (applicable to Sections 1,2 and 3)

means unauthorised access to or unauthorised use of any computer or other equipment or component or system or item which processes, stores or retrieves data, whether or not the property of the Insured.

## I

### Incident

means any event directly causing **Legal Liability** insured under **Section 4 - Employers Liability**, and **Section 5 - Property Owners' Liability**. **Incident** shall include the continuous or repeated harmful exposure to substantially the same general conditions.

All Incidents or series of Incidents consequent upon or attributable to one source or original cause shall be regarded as a single **Incident** for the purposes of this Policy.

### Indemnity Period (applicable to Sections 1,2 and 3)

means the period beginning with the **Damage** and ending not later than the end of the **Maximum Indemnity Period** thereafter during which there is a **Loss of Rent Receivable** in consequence of the **Damage**.

### Injury

means bodily **Injury**, death, disease, illness, nervous shock, mental **Injury** or mental anguish.

### Insured/ You/ Your/ Yours

means the Insured as specified in the **Schedule**.

### Insured Peril

means the following:

Fire; Lightning; Aircraft or other aerial devices or articles dropped or falling therefrom; Explosion; Earthquake; **Accidental Damage** but only to the extent specified in the **Schedule**); Storm; Flood; Escape of water from any tank, apparatus or pipe or escape of oil from a fixed oil-fired heating installation; Riot / Civil Commotion; Malicious **Damage**; Impact by any vehicle or animal; Theft; Subsidence, ground heave and landslide.

### Insured Person

means any partner, director or employee of the Insured whose usual place of employment is at the **Insured Premises** or as otherwise specified in the **Schedule**.

### Insured Premises

means the location(s) as specified in the **Schedule** or in any Endorsement(s).

**Insurer/ We/ Us/ Our** means Brit Syndicate 2987 at Lloyd's in respect of Sections 1,2 and 3, and Irwell Insurance Company in respect of Sections 4 and 5

## L

### Landlord's Contents

means furniture, fixtures, fittings, decorations and other similar contents within the **Buildings** which are

1. owned by the Insured or for which the Insured is legally responsible; and
2. contained within the **Insured Premises**,

Provided that **Landlord's Contents** shall not include mobile phones, laptops or similar portable electronic equipment, documents, tenants' property, money or any articles of gold, silver or other precious materials, jewellery or other personal items.

### Legal Costs

means:

1. costs of legal representation at:
  1. any coroner's inquest or fatal **Accident** inquiry in respect of any death;
  2. proceedings in any court arising out of any alleged breach of statutory duty resulting in an **Incident**; which may be the subject of indemnity under [Section 4 - Employers' Liability](#), and [Section 5 - Property Owners' Liability](#) of this Policy;
2. all other **Legal Costs** and expenses in relation to any **Incident** which may form the subject of a claim for indemnity under [Section 4 - Employers' Liability](#), and [Section 5 - Property Owners' Liability](#) of this Policy;

incurred with the written consent of the Insurer.

### Legal Liability

means damages, awards, or settlements entered into with the Insurer's prior written consent, and claimants' costs, charges and expenses, excluding:

- A. punitive or exemplary damages;
- B. criminal or civil fines or penalties;
- C. taxes;
- D. matters deemed uninsurable under the laws of England and Wales or for Insureds domiciled in Scotland, the laws of Scotland.

### Limit of Liability

means **Limit of Liability** specified in the **Schedule**.

### Loss of Rent Receivable

means the loss of money paid or payable to the Insured for **Rental Property** provided in its capacity as a property owner.

## M

### Maximum Indemnity Period

means the number of months as specified in the **Schedule** which is the maximum period for which indemnity will be paid in accordance with the terms and provisions of Section 2- **Loss of Rent Receivable**.

## N

### Notifiable Asbestos

Asbestos that by the Control of Asbestos Regulations 2012 is required to be handled, removed, stripped out, demolished, stored, transported or disposed of by a Health and Safety Executive (HSE) licensed contractor.

### Nuisance

means **Nuisance**, trespass or interference with any easement, right of air, right of light, right of water or right of way.

## O

### Occurrence

means any loss, losses, or series of losses consequent upon or attributable to one source or original cause.

### Overall Limit of Liability

means the total maximum amount payable by the Insurer in respect of all Sections of this Policy, as specified in the **Schedule**.

## P

### Part

This Policy is divided into two Parts, Part A and Part B, each Part is insured by a separate Insurer who's name and Unique Market Reference Number (**UMR**) is shown in the **Schedule** against each relevant **Part** and **Section** of the **Policy**.



### Period of Insurance

means the period as specified in the **Schedule**.

### Person Employed

means:

- A. Persons under a contract of service or apprenticeship with the Insured;
- B. Labour master or labour only sub-contractor or person supplied by any of them;
- C. Self-employed person;
- D. Persons hired to or borrowed by the Insured;
- E. Persons supplied to the Insured under a contract or agreement, the terms of which deem such a person to be in the employment of the Insured;
- F. Voluntary worker or temporary worker, while working under the control of the Insured in connection with the provision of **Rental Property**.

### Pollution or Contamination

means actual discharge, seepage, migration, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials at any time on to **Buildings** and structures, atmosphere, surface water or groundwater, as a direct result of the Insured's provision of **Rental Property**. **Pollution or Contamination** shall include all **Damage** or **Injury** directly or indirectly caused by such **Pollution or Contamination**.

### Premium

means the amount specified in the **Schedule**.

### Professional Fees

means architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred with the Insurer's consent in the reinstatement of the **Property Insured** directly consequent upon its **Damage** by an **Insured Peril** but not for the preparation of any claim.

### Property Insured

means the subject matter insured as specified under the '**Property Insured**' heading in the **Schedule**, but not the intellectual property pertaining thereto.

## R

### Rental Operations

Means the business activities carried out by the Insured in its capacity as a provider of **Rental Property**.

### Rental Property

means the **Insured Premises** which are rented out by the Insured as part of its **Rental Operations**.

### Rent Receivable

means money paid or payable to the Insured in respect of any **Rental Property**.

## S

### Sanitary Fittings

means fixed items of sanitary ware, the property of the Insured, or for which the Insured is responsible, situated within the **Insured Premises**.

### Schedule

means the document titled '**Schedule**' attaching to and forming part of this Policy or, alternatively, the document titled 'Risk Details'.

### Sub-Limit

means the **Sub-Limit** as specified in the **Schedule** which limit shall be part of and not in addition to the **Sum Insured**.

### Subsidiary

means any entity of which the Insured either owns more than 50% of the voting rights or owns more than 50% of total issued share capital.

### Sum Insured

means the **Sum Insured** as stated in the **Schedule** applicable to the particular item or the limit per location in accordance with the information provided by **You**.

## T

### Territorial Limits

In respect of Section 4 - Employers Liability, and Section 5 - Property Owners' Liability cover is extended to include the European Economic Area . In respect to the rest of the Policy, means **United Kingdom**.

## U

### United Kingdom

means England, Scotland, Wales and Northern Ireland, the Channel Islands and the Isle of Man.

### Unoccupied

1. For the purpose of residential **Insured Premises**, means where the whole or part of the property is not lived in by the tenant, or a person authorised by the Insured for any period of more than 30 (thirty) consecutive days
2. For the purposes of non-residential **Insured Premises**, means closed for business or not occupied for its usual business purposes, for any period of more than 30 (thirty) consecutive days.

## V

### Virus or Similar Mechanism (applicable to Sections 1,2 and 3)

means any programme code, programming instruction or any set of instructions intentionally constructed with the ability to **Damage**, interfere with or otherwise adversely affect any computer programme(s), data files or operations, whether involving self-replication or not. **Virus or Similar Mechanism** includes but is not limited to Trojan horses, worms and logic bombs.

## W

### War

means **War**, invasion, acts of foreign enemies, hostile or warlike operations (whether **War** be declared or not), civil **War**, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law.

### We/Us/Our/Insurer(S)

The insurer(S)

- Where this definition appears in a section of the **Policy** with relates to **Part A**, the **Insurer** is Brit Syndicate 2987 at Lloyds.
- Where this definition appears in a section of the **Policy** with relates to **Part B**, the **Insurer** is Irwell Insurance Company Limited.
- Where this definition appears within a general section of the **Policy**, the **Insurers are** both Brit Syndicate 2987 at Lloyds and Irwell Insurance Company Limited

## Y

### You/Your/Yourself

The person, company or any other legal entity stated in the **Schedule** together with any other additional parties named and agreed by **Us**. In the event of the death of any person, their personal representatives, but only

# General Exclusions

The following General Exclusions shall apply to all Sections of this Policy unless as stated otherwise. In the event any portion of these Exclusions is found to be invalid or unenforceable the remainder shall remain in full force and effect.

The Insurer shall not be liable under this Policy for any:

1. **Chemical and Biological**

Loss, **Damage, Loss of Rent Receivable** or **Legal Liability** arising, directly or indirectly, from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind chemical and/or biological and/or radiological irritants, contaminants or pollutants.

2. **Excess**

for the amount of the **Excess** specified in the **Schedule**.

3. **Electronic Date Recognition**

Loss, **Damage, Loss of Rent Receivable** or consequential loss or **Legal Liability** directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the Insured or not:

- A. correctly to recognise any date as its true calendar date;
- B. to capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
- C. to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save or retain or correctly to process such data on or after any date;

but this shall not exclude subsequent **Damage** to the Insured's property including hired in plant and hired temporary **Buildings** or consequential loss resulting therefrom not otherwise excluded under this Policy, which itself results from an **Insured Peril**.

For the purposes of this General Exclusion the words **Insured Peril** shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any apparatus or pipe, impact by any road vehicle or animal and theft.

4. **Infectious or Contagious Disease**

Loss, **Damage, Loss of Rent Receivable**, Legal Liability, claim, cost or expense, in any way caused by or resulting from:

- A. infectious or contagious disease;
- B. any fear or threat of a) above; or
- C. any action taken to minimise or prevent the impact of a) above,

For the purposes of this General Exclusion, infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

This General Exclusion shall not apply to **Section 5 – Employers Liability** to the extent that such cover is mandated by any applicable law or regulation.

5. **Law and Jurisdiction**

Judgments, awards, settlements or orders of courts outside the **Territorial Limits** as defined, or orders seeking to enforce such judgments, awards, settlements or orders, or any liability arising under the law of any place outside the **Territorial Limits**.

6. **Mould and Fungus**

Loss, **Damage, Loss of Rent Receivable** or **Legal Liability** arising, directly or indirectly, from mould, fungi, spores, bacteria, or any form of bacterial contamination except in respect of insurance provide by **the Infestation and Defective Sanitation Extension** under **Section 2 – Loss of Rent Receivable**.

7. **Nationalisation and Confiscation**

Loss, **Damage, Loss of Rent Receivable** or **Legal Liability** arising, directly or indirectly, from loss or destruction of or **Damage** to any property or any consequential loss caused by or contributed to confiscation, nationalisation, requisition, seizure or destruction by or under the order of any government or any public or local authority.

8. **Northern Ireland**

Loss, **Damage, Loss of Rent Receivable** or **Legal Liability** arising, directly or indirectly, from **Damage** to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- A. civil commotion; or

- B. any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association, being an organisation which is engaged in **Act of Terrorism** and includes an organisation which at any time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973 or any amendment thereto.

In any action, suit or other proceedings where the Insurer alleges that by reason of this exclusion any loss, destruction or **Damage** or loss resulting from such loss, destruction or **Damage** is not covered by this Insurance (or is covered only up to a **Limit of Liability** as specified in the **Schedule**) the burden of proving such loss, destruction or **Damage** or loss resulting from such loss, destruction or **Damage** is covered (or is covered beyond that **Limit of Liability**) shall be upon the Insured.

#### 9. Other Insurance

Any loss, **Damage**, **Loss of Rent Receivable**, consequential loss or **Legal Liability** arising, or cost and expenses, which are otherwise more specifically insured under any other Policy by or on behalf of the Insured.

#### 10. Punitive and Exemplary Damages

for any fines or damages for breach of contract or any penalties of whatsoever nature.

#### 11. Radioactive Contamination

Loss, **Damage**, **Loss of Rent Receivable** or **Legal Liability** arising, directly or indirectly, 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 Substance or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- C. any weapon of **War** or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### 12. Sonic Boom

Loss, **Damage**, **Loss of Rent Receivable** or **Legal Liability** arising, directly or indirectly, from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

#### 13. Terrorism or Act of Sabotage

- A. Loss, **Damage**, **Loss of Rent Receivable** or **Legal Liability** arising, directly or indirectly, from any **Act of Terrorism** or **Act of Sabotage** including any action taken in controlling, preventing, suppressing or any **Act of Terrorism**;
- B. Loss, **Damage**, **Injury**, cost or expense directly or indirectly arising out of:
  - i. any business interruption losses resulting from customers or suppliers' extensions or denial of access due to any **Act of Terrorism** or **Act of Sabotage**; or
  - ii. Loss, **Damage**, cost or expenses directly or indirectly arising out of any service interruption due to any **Act of Terrorism** or **Act of Sabotage**.

Provided that this exclusion shall not apply

- a. to the extent covered under [Section 3 - Terrorism](#), if specified as 'INSURED' under [Section 3 - Terrorism](#) in the **Schedule**; and
- b. to the extent of the Terrorism cover provided under [Section 5 - Employers' Liability](#).

#### 14. War

Loss, **Damage**, **Loss of Rent Receivable** or **Legal Liability** arising, directly or indirectly, from **War**, whether **War** be declared or not.

# Claims Conditions

The following Claims Conditions shall apply to all Sections and Extensions of this Policy unless stated otherwise.

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

1. In the event of a claim, or any circumstances which may give rise to a claim under this Policy the Insured shall notify the Insurer via the broker or intermediary or by contacting the Insurer directly:
  - A. within seven (7) days in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons; or
  - B. as soon as practicable but in any event no later than 30 (thirty) days of the event giving rise to the loss or **Damage** caused by any other **Insured Peril**.
2. Additionally, in the event of any theft, attempted theft, riot, malicious **Damage** or **Act of Terrorism** (if and to the extent that **Act of Terrorism** is insured by this Policy), the Insured shall immediately notify the police and any other relevant public or local authority.
3. The Insured shall supply at its own expense full details of the claim, in writing, together with any supporting information, receipts and proofs which the Insurer may reasonably require, and no claim shall be paid until the Insured has complied with this paragraph.

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

### Conduct and Control of Claims

**You** must:

1. give **Us** notice in writing as soon as reasonably practicable, and in any event within thirty (30) days, after **You** become aware of any occurrence, third party claim or other circumstances which may give rise to a claim under this **Policy**;
2. notify **Us** as soon as reasonably practicable, and in any event within seven (7) days, after receipt of any claim form, summons or other process served upon **You** which may give rise to proceedings covered by this **Policy**;
3. take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury** at **Your** own expense (some or all such expense may be recoverable depending upon the terms of this **Policy**);
4. not admit liability either verbally or in writing even if asked to do so by a third party;
5. not make or give any offer, promise, payment or indemnity in relation to any claim without **Our** prior written consent;
6. not waive any subrogation rights against a third party without **Our** prior written consent;
7. promptly provide **Us** or **Our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any connected or related matters;
8. pay any applicable **Excess** when requested by **Us**;
9. not abandon property except as authorised or required by **Us**;

### Defence and Discharge of Claim

At **Our** discretion **We** may:

1. take full responsibility for conducting, defending or settling any claim in **Your** name;
2. take any action **We** consider necessary to enforce **Your** rights to defend any claim under this **Policy**;
3. at any time pay up to the **Limit of Indemnity** or any lesser amount for which a loss can be settled and **We** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

### Arbitration

After **We** have accepted liability in writing should there be a dispute between **You** and **Us** as to the amount to be paid this shall be referred to and finally resolved by arbitration under the LCIA (London Court of International Arbitration) Rules, which Rules are deemed to be incorporated by reference to this clause.

The number of arbitrators shall be one.

The seat, or legal place, of arbitration shall be London.

The language to be used in the arbitral proceedings shall be English.

The governing law of this **Policy**, and which shall be applied by the arbitrator to any dispute, is the substantive law of England.

### Subrogation

**We** are entitled to in **Your** name:

1. take the benefit of **Your** rights against another person prior to or after **We** have paid a claim;
2. take over the conduct, defence or settlement of a claim against **You** by another person.

**You** must promptly provide **Us** or **Our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with 1 or 2 above.

## General Conditions

The following General Conditions shall apply to all Sections of this Policy unless stated otherwise:

### 1. Abandonment

The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

### 2. Action to Minimise Loss

It is a Condition Precedent that if any circumstance occurs which may give rise to a claim under this Policy the Insured shall take action to minimise the loss or **Damage**, to avoid interruption or interference with the **Rental Operations** and to prevent further **Damage** or **Injury**.

### 3. Alteration of Risk

If, after the beginning of the Period of Insurance, there is any alteration:

- A. by removal;
- B. whereby the risk of **Damage**, **Injury** or **Legal Liability** is increased;
- C. whereby the Insured's interest ceases except by will or operation of law;
- D. whereby any business of the Insured owned or operated for the purpose of **Rental Operations** is wound up or carried on by a liquidator or receiver, or put into administration or otherwise permanently discontinued; or
- E. any change is made in the description of the **Rental Operations**, **Rental Property**, or **Insured Premises**,

the Insured shall give written notice to the Insurer as soon as possible and in any event no later than 14 (fourteen) days from the date of the alteration or the Insured's knowledge of the alteration.

The Insurer reserve the right to amend the terms of this Policy at the time of such notification and no indemnity shall be provided until the Insured has accepted the terms in writing and by an Endorsement attaching to this Policy. Any change in the description of the **Rental Operations**, **Rental Property**, or **Insured Premises** and any material variation from the information supplied to the Insurer prior to the **Period of Insurance** and not notified to the Insurer is not indemnified under this Condition.

### 4. Assignment

Any assignment or transfer of the insurance provided by this Policy will not be valid without the prior written consent of the Insurer.

### 5. Cancellation

This Insurance may be cancelled at any time by the Insured, by giving notice in writing to the Insurer.

- A. If the Insured cancels the Policy during the first 14 (fourteen) days of inception of receipt of the insurance documents or the start of the Period of Insurance, whichever is the earlier (the cooling off period), the Insurer will refund the **Premium** paid.

- B. If the Insured wishes to cancel the Policy after expiry of the cooling off period specified in A above, the Insured must give 14 (fourteen) days' notice by recorded delivery letter to the Insurer. The Insured shall be entitled to a return of **Premium** in respect of the unexpired portion of the **Period of Insurance** only.
- C. If a claim has been submitted or paid or a circumstance notified to the Insurer as being likely to give rise to a claim during the Period of Insurance, no refund of **Premium** shall be given under any circumstances.

This Insurance may also be cancelled by the Insurer, by sending 14 (fourteen) days' notice by recorded delivery letter to the last known address of the Insured stating the reason for cancellation. Where this Condition is exercised, the Insured is entitled to a return of **Premium** in respect of the unexpired portion of the Period of Insurance, after any adjustment of the **Premium** paid as provided for by any conditions of this Policy, and subject to no claim having been paid or being outstanding (in whole or in part) in respect of the expired portion of the Period of Insurance.

In the event of receipt of notice of cancellation by either party after a claim has been paid, any **Premium** outstanding shall become immediately payable.

#### 6. Choice of Law and Jurisdiction

Unless otherwise agreed by the Insurer and the Insured, this Policy shall be subject to and construed solely in accordance with the laws of England and Wales, and any disputes not falling within the scope of any arbitration provisions herein shall be subject to the exclusive jurisdiction of the courts of England and Wales.

#### 7. Conditions Precedent

Conditions Precedent to liability must be satisfied before the Insurer becomes liable to make any payment to the Insured under this Policy. In the event of the Insured's breach of any Conditions Precedent in respect of any claim the Insurer is entitled to decline liability and shall not be required to make any payment to the Insured for such claim.

#### 8. Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation by any person who is not named as the Insured and both the Insurer and Insured may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party. However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

#### 9. Contribution

If at the time of any claim(s) covered by the [Section 1 - Property Damage](#), [Section 2 - Loss of Rent Receivable](#) and [Section 3 - Terrorism](#) Sections of this Policy, other insurance policies cover the same risk or part of the same risk, the Insurer shall not be liable for more than a percentage proportion of the claim calculated by reference to the policy limits of each applicable insurance policy.

If any such other insurance policies are subject to any condition relating to underinsurance (also known as Average), this Policy, if not already subject to any such condition, shall be subject to it in the same way.

If any such other insurance is subject to any provision whereby it is excluded from applying equally alongside this Policy, either in whole or in part, or from contributing proportionately as described above, the liability of the Insurer shall be limited to that proportion of the **Damage** which the **Sum Insured** under this Policy bears to the value of the property.

#### 10. Declarations of Premium

If any part of the **Premium** is based on estimates provided by the Insured, the Insured shall keep an accurate record containing all relevant information and shall at any time allow the Insurer to inspect such record.

#### 11. Employers' Liability Tracing office database

The Insurer is required by regulation to maintain a database of all the companies and **Subsidiary** companies for which it provides insurance under the Employers' Liability (Compulsory Insurance) Regulations 1998 and to submit such details to the Employers' Liability Tracing Office database.

Where this Policy provides insurance under [Section 5 - Employers' Liability](#), it is a condition of this insurance that the Insured undertakes to supply full details (as required by the Employers' Liability Tracing Office) of the company and all **Subsidiary** companies to the Insurer at inception of this policy and promptly thereafter following acquisition or disposal of any **Subsidiary** company.

#### 12. Excess

No indemnity is provided until the applicable **Excess** for any claim has been paid to and received by the Insurer hereon.

#### 13. Fraudulent claims

If the Insured makes a fraudulent claim under this insurance, the Insurer:

- i. is not liable to pay the claim;
- ii. may recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim;
- iii. may by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act; and
- iv. need not return any of the premiums paid.

#### 14. Insurance Act 2015

Nothing in this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, Parts 2, 3, 4 or 5 of the Insurance Act 2015.

#### 15. Investigation Rights following a Claim

In the event of a claim or notification of any circumstance which may give rise to a claim under this Policy, the Insurer (and every person authorised by them) has the right to enter the relevant premises, and to take and keep possession of any of the **Property Insured** (or require it to be delivered to them) for investigative purposes, and to deal with any salvage in a reasonable manner. No claim under this Policy shall be payable unless the terms of this Condition have been complied with. This Condition shall be evidence of permission from the Insured to the Insurer.

If the Insured or anyone acting on behalf of the Insured does not comply with the requirements of the Insurer or hinders or obstructs the Insurer in doing any of the above-mentioned acts, then all benefit under this Policy shall be forfeited.

#### 16. Non aggregation

In the event a claim involves losses which may be covered under more than one Section of this Policy, the Insured shall be entitled to indemnification under only the Section providing more specific cover with regard to that claim or the Section with the highest limit with respect to that claim.

#### 17. Compliance with Terms and Right of Recovery

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

#### 18. Observance and Care

It is a Condition Precedent to liability that the Insured shall:

- A. comply with all statutory and other obligations and regulations imposed by any authority;
- B. maintain the **Insured Premises**, machinery, plant and equipment and other services (including fire, security and safety equipment) in a satisfactory state of repair;
- C. exercise reasonable care in the selection and supervision of Persons Employed and in the employment of competent staff;
- D. in the event of discovery of any defect or danger immediately cause such defect or danger to be made good or
- E. remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require;
- F. take all reasonable care to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and
- G. act in accordance with all statutory obligations and regulations.

#### 19. Payment of Premium

No indemnity is provided by this Policy until the **Premium** has been paid to and received by the Insurer. If the **Premium** is not paid and accepted by the Insurer on or before the **Premium** payment date specified in the **Schedule**, the Insurer can give written notice to the Insured at its address specified on the **Schedule** cancelling the Policy.

#### 20. Reasonable diligence

It is a Condition Precedent that the Insured shall take all reasonable precautions:

- A. for the safety of and to avoid, prevent or minimise any **Damage** to the **Property Insured**; and
- B. to avoid, prevent or minimise any **Injury** to others or **Damage** to their property;

which might give rise to a claim under this Policy.

If the Insured does not take such reasonable precautions, the Insurer will be entitled to rely on this to exclude, limit or discharge their liability for any claim unless the Insured shows that its non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### 21. Reinstatement of Damage

If the Insurer elect or become bound to reinstate or replace any property, the Insured shall at its own expense provide all such plans, documents, books and information as the Insurer may reasonably require. The Insurer shall not be bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner, and shall not in any case be bound to pay out in respect of any one of the items of **Property Insured** more than its **Sub-Limit**.

#### 22. The duty of fair presentation

- A. The Insured owes the Insurer a legal duty to make a fair presentation of the risk. That is, to disclose to the Insurer all information which the Insured knows, or ought to know, which is relevant to the Insurer's decision whether or not to provide this Insurance.
- B. If the Insured deliberately or recklessly breaches the duty of fair presentation, the Insurer will be entitled to avoid the insurance contract, refuse to pay all claims, and retain any **Premium** paid.
- C. If the Insured's breach of duty is not deliberate or reckless, the Insurer will be entitled to a remedy based on what it would have done had the Insured complied with the duty.



- i. If the Insurer would not have entered into the contract at all, the Insurer may avoid the contract and refuse all claims, but will return the **Premium** paid.
- ii. If the Insurer would have entered into the contract but on different terms (other than terms relating to the **Premium**), the contract may be treated as if it was entered into on those different terms from the outset.
- iii. If the Insurer would have entered into the contract but would have charged a higher **Premium**, the Insurer may reduce proportionately the amount to be paid on a claim.

### 23. Risk Improvements Survey

The Insurer or a representative of the Insurer has the right to undertake a risk improvement survey of the Insured's premises.

Following the survey report, it is a Condition Precedent to Insurer's liability that the risk improvement requirements in the report are completed by the Insured on or before any specific completion deadline dates quoted by the Insurer. If the Insured is unable to comply with one or more of the risk improvement requirements by the date specified, the Insured or their representative should notify the Insurer within seven (7) days of their receipt of the report and agree alternative completion deadline date or dates. However, this shall not be permitted in respect of such risk improvement requirements which the Insured had agreed to complete immediately or within 14 days of the date of the survey.

If such deadline dates are unrealistic, the Insured shall be responsible to make this clear to the surveyor at the time of the survey, and to agree alternative deadline dates with the surveyor. If the Insured does not respond to the Insurer within seven (7) days of their receipt of the survey report it will be assumed that completion dates have been understood, accepted and will be complied with.

If the risk improvement requirements have not been completed in whole or in part by the completion deadline dates the Insurer shall have the right to:

- A. amend the Policy terms, conditions or exclusions and / or require completion of risk improvements issued in writing by the Insurer within a defined period, or
- B. terminate the Policy from inception, in writing to the Insured at the address in the **Schedule**.

If the Insurer elects to change the terms in accordance with A above, the Insured may:

- i. terminate the Policy within 14 days of receipt of the revised terms by giving notice in writing to the Insurer and the Insured shall be entitled to a pro rata return of **Premium** for the unexpired Period of Insurance; or
- ii. continue the Policy at the revised terms for the remainder of the Period of Insurance.

### 24. Sanctions

The Insurer shall not be deemed to provide cover or be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

### 25. Several Liability

The subscribing Insurer's obligations hereunder are several and not joint, and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer(s) or underwriter(s) who for any reason does not satisfy all or any part of their obligations.

### 26. Subrogation

Any claimant under this Policy shall, at the request and expense of the Insurer, take and permit to be taken all necessary steps for enforcing rights and remedies against any other party in the name of the Insured, whether such steps are or become necessary before or after any payment is made by the Insurer.

### 27. Subrogation Waiver

Notwithstanding the subrogation condition above, in the event of a claim arising under this Policy the Insurer agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- A. any Company which is a parent to **Subsidiary** (or **Subsidiary** to parent) of the Insured; or
- B. any Company which is a **Subsidiary** of a parent Company of which the Insured themselves are a **Subsidiary**;

in each case within the meaning of the Companies Act(s).

In respect of any other party, it is a Condition Precedent to cover that the Insured does not, without specific prior written agreement by the Insurer, agree to any term of any contract or agreement which restricts, reduces or waives the Insured's or the Insurer's right of recovery from any other party. When such prior written agreement is requested by the Insured, the

Insurer shall be entitled to:

- i. charge an additional **Premium**;
- ii. request that Insured seek to renegotiate its contract without such term(s);
- iii. exclude from cover liability for any amounts which would have been recoverable from another party in the absence of such term(s); and/or
- iv. apply a net contribution limit to the Insurer's indemnity in respect of the relevant project.

**Policy Cover Part A**  
**SECTIONS 1-3**  
**PROPERTY SECTIONS**

# Section 1 Property Damage

## Insuring Clause

The Insurer will indemnify the Insured against **Damage** to the **Property Insured** detailed below, provided that such **Damage**:

1. occurs during the Period of Insurance; and
  2. is caused by an **Insured Peril**; and
  3. occurs to property of the Insured or for which the Insured is legally responsible whilst at the **Insured Premises**;
- subject always to the **Excess(es)** and the limits, terms, conditions and exclusions of this Section and the Policy.

## Property Insured

1. **Building(s)**;
2. **Landlord's Contents**;
3. Tenant's Improvements, being improvements, alterations and interior decorations made to the **Insured Premises** by the tenant with the Insured's written consent;
4. Any other property specified in Section 1 - Property Damage in the **Schedule**.

## Limit of Liability

The liability of the Insurer under this Section including the Extensions to the Section shall not exceed the **Sum Insured** or, in respect of any individual Extensions, the **Sub-Limit**, subject to any other **Limit of Liability** as specified herein or in the **Schedule**.

## Extensions to Section 1

Unless otherwise specified in the **Schedule** the following Extensions shall apply, subject always to the limits, conditions and exclusions of this Section and the Policy.

### 1. Additional Costs

This Section extends to include cover for reasonable additional costs necessarily incurred by the Insured to protect and make habitable the **Insured Premises**, following **Damage** insured under this Section, provided that the Insurer's liability under this Extension shall not exceed the **Sub-Limit** specified in the **Schedule** in respect of the **Insured Premises** at which the **Damage** occurred.

### 2. Alterations and Improvements

The insurance of **Building(s)** and **Landlord's Contents** extends to include cover for alterations, improvements and newly acquired and/or newly erected **Building(s)** provided that:

- A. the Insured declares to the Insurer at intervals of not more than 6 (six) months, the date the Insured becomes liable for and value of such alterations and improvements;
- B. the Insurer shall be entitled to charge an appropriate additional **Premium** from the date of acquisition of the newly acquired property, alterations, improvements and the Insured shall pay such additional **Premium** on demand from the Insurer; and
- C. the maximum additional cover granted by this Extension shall not exceed the lesser of
  - i) 10% (ten percent) of the **Sum Insured** for **Building(s)** or **Landlord's Contents** depending on the item of **Property Insured** under which the new acquisition is categorised; or
  - ii) the amount specified in the **Schedule**;
- D. this Extension does not include cover for appreciation in value.

### 3. Alternative Residential Accommodation

In respect of **Insured Premises** occupied totally or partially for residential purposes, in the event of **Damage** to such **Insured Premises** that renders it unfit to live in or to which all access is prevented, the Insurer will indemnify the Insured up to the SubLimit specified in the **Schedule** in respect of any expenditure necessarily and reasonably incurred in the provision of comparable accommodation for the benefit of any lessee to comply with the requirements of the lease until the **Insured Premises** is fit again for habitation.

This Clause shall also include the costs of:

- A. temporary storage of residents' furniture; and
- B. kennelling or boarding domestic pets if they are not allowed in the alternative accommodation.

### 4. Architects', surveyors' and other fees

In the event of **Damage** insured under this Section, the Insurer agrees to indemnify the Insured for the fees of architects, surveyors consulting engineers and other **Professional Fees** incurred for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the process of reinstatement of the **Buildings**, provided that:

- A. the Insured shall obtain the Insurer written consent prior to the incurrence of any such fees and costs;
- B. the Insurer will not be liable for fees incurred in preparing any claim made under this policy;

- C. the Insurer shall not be liable for more than those authorised under the scales of the professional institutions and/or bodies regulating such charges prevailing at the time of the **Damage**; and
- D. the Insurer's maximum liability under this Extension shall not exceed the limit the **Sub-Limit** specified in the **Schedule**.

#### 5. Automatic Reinstatement of Sums Insured

It is hereby mutually agreed that, in the event of payment of a claim under this Section, the **Sum Insured** with respect to the claimed **Property Insured** shall be reinstated to the full amount from the date of the claim until expiry of this Policy in consideration of the additional **Premium** paid or payable by the Insured.

#### 6. Clearing of Drains

If, in consequence of **Damage** caused by an **Insured Peril**, drains gutters and sewers, for which the Insured is responsible, need to be cleared cleaned or repaired, the Insurer agrees to pay the cost reasonably and necessarily incurred for such clearing, cleaning or repair provided that the Insurer's liability under this clause shall not exceed the **Sub-Limit** specified in the **Schedule**.

#### 7. Landlord's Contents within Common Parts

The **Buildings** definition is extended to include **Landlord's Contents** held within common parts of the **Property Insured** up to the limit shown within the **Schedule**.

#### 8. Debris Removal

The Insurer agrees to insure the reasonable and necessary costs incurred in **Debris Removal** from an **Insured Premises** that remains as a direct result of **Damage** caused by an **Insured Peril** insured by this Policy provided that this Extension shall not cover for costs of decontamination or the removal of:

- A. contaminated uninsured property; or
- B. the contaminant in or on uninsured property,

irrespective of whether or not such contamination, including but not limited to the presence of pollution or any other substance that has been declared to be hazardous to health by a governmental agency, results from an insured physical loss or **Damage**.

#### 9. Decontamination and / or decommissioning

In the event of **Damage** that is insured by this Section, the Insurer will indemnify the Insured for expenses necessarily incurred by the Insured with the prior consent of the Insurer, in decontamination of **Property Insured** following **Damage** except that the Insurer will not be liable for:

- A. any costs and expenses incurred in removing debris; or
- B. any costs and expenses arising from **Pollution or Contamination** of property;

The Insurer's liability for such costs and expenses shall not exceed the **Sub-Limit** shown in the **Schedule** during the Period of Insurance.

#### 10. Public Authorities

The Insurer agrees to pay the additional cost of reinstatement of the **Damaged Property Insured** incurred by the Insured solely to comply with mandatory **Building** or other Regulations arising out of any Act of Parliament or with Bye Laws of any municipal or local authority or other Codes of Practice in respect of the **Damaged Property Insured** and undamaged portions thereof, provided always that the amount recoverable under this Extension shall not include:

- i) the cost incurred in complying with such Regulations, Bye Laws and Directives:
  - a) in respect of **Damage** occurring prior to inception of this Policy;
  - b) in respect of **Damage** not insured under this Policy;
  - c) under which notice has been served upon the Insured prior to the happening of the **Damage**;
  - d) for which there is an existing requirement which must be implemented within a given period;
  - e) which are not in force at the time of the **Damage**.
- ii) the additional cost that would have been required to make good the Property Damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations, Bye Laws and Directives not arisen; or
- iii) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid such Regulations, Bye Laws and Directives.

Provided that:

- 1. the work of reinstatement must be commenced and carried out within a reasonable time and in any case must be completed within 12 (twelve) months after the **Damage**, or within such further time as the Insurer may (during the said 12 (twelve) months) in writing allow and may be carried out wholly or partially upon another site (if necessary) subject to the liability of the Insurer under this Extension not being thereby increased;
- 2. if the liability of the Insurer under any item of **Property Insured** in the **Schedule**, apart from this Extension, is reduced by the application of any of the terms and conditions of this Policy then, the liability of the Insurer under this Extension in respect of any such item of **Property Insured** shall be reduced in like proportion;
- 3. the total amount recoverable under any item of the **Property Insured** shall not exceed:
  - A. in respect of the **Damaged Property Insured** – its **Sum Insured**;
  - B. in respect of undamaged portions of **Property Insured** (other than foundations) – 15% (fifteen percent) of the total amount for which the Insurer would have been liable for with respect to that item of **Property Insured**, had the **Insured Premises** where the **Damage** occurred, been wholly destroyed; or

- C. the indemnity provided by this clause shall be part of and not in addition to the **Sum Insured** specified in the **Schedule**;
- 4. all the terms, limits, exclusions and conditions of this Section and the Policy, except to the extent that they have been expressly varied, shall apply as if they had been incorporated herein.

### 11. Glass and Sanitary Fittings

The Insurer shall, at the Insurer's option, repair, replace, reinstate or pay the costs of repair or replacement of **Glass** or **Sanitary Fittings** in the event of its breakage as a direct result of an **Insured Peril** and the consequent cost of necessary boarding-up and the provision of a temporary door. For the purposes of this Extension, breakage shall mean the **Accidental** fracture of the **Glass** extending through the entire thickness of thereof.

Provided that the Insurer shall not be liable for:

- i) any breakage of **Glass** or **Sanitary Fittings** in respect of any **Unoccupied Building**; or
- ii) the **Excess** specified in the **Schedule** in respect of each and every Occurrence; or
- iii) any amount in **Excess** of the **Sub-Limit** shown in the **Schedule**.

### 12. Illegal cultivation of drugs

- A. To the extent of the **Sub-Limit** indicated in the **Schedule**, the Insurer will indemnify the Insured in respect of **Damage** caused by use of the **Buildings** or part thereof, for the manufacture, cultivation, harvest or processing by any other method, of drugs classed as a controlled substance under the Misuse of Drugs Act (1971) by the Insured's tenants.
- B. The Insured will lose their right to indemnity under this clause if the Insured or anyone acting on the Insured's behalf does not:
  - i. carry out internal and external inspections of the **Buildings** at least once every three months and:
    - a) maintains a log of such inspections and retains such log for at least 36 (thirty-six) months from such inspections; and
    - b) carries out six monthly checks of the inspections log;
  - ii. obtain and record written formal identification of any prospective tenant;
  - iii. obtain and record details of the tenant's bank account and verify those details by receiving at least one payment from such account; or
  - iv. obtain and retain the following tenant references prior to agreeing or accepting any new or prospective tenants:
    - a) a written employer's reference for any new tenant; and
    - b) a written reference from any previous landlords;or where iv) a) or b) are not available, then a professional tenant referencing company must be used to obtain suitable tenant references.
- C. The Insured will also lose their right to indemnity under this clause if the Insured or anyone acting on the Insured's behalf:
  - i. sub-lets any part of the property or allows the property to be sub-let in anyway without the prior written permission of the Insurer; or
  - ii. lets or continues to let the property to the tenant irrespective of negative features contained in the tenancy checks or revealed during the inspections.

### 13. Index Linking

The Sums Insured will be increased automatically throughout the **Period of Insurance** in line with a mutually agreed indexation in respect of **Property Insured** under this Section.

In the event of **Damage to Property Insured** under this Section, the Sums Insured will continue to be adjusted in accordance with the agreed indices during the period necessary for completion of repair or reinstatement provided that repair or reinstatement is carried out without unreasonable delay.

At each renewal the **Premium** will be calculated on the revised **Sum Insured**.

### 14. Inadvertent omission to insure

If stated as 'INSURED' in the **Schedule**, the Insurer agrees to indemnify **Buildings** anywhere in the **Territorial Limits** which the Insured is responsible to insure whether such **Buildings** are owned by or on lease to them or in which they are interested as mortgagees but which have inadvertently been left uninsured provided always that:

- A. the Insurer's liability under this clause will be in addition to the Sums Insured, but the Insurer's total liability for such amount payable under this clause will not exceed the **Sub-Limit** as shown in the **Schedule**;
- B. the Insured will give notice in writing to the Insurer immediately they become aware of an omission to insure and will pay the appropriate **Premium** from the date upon which the insurance of the property became the Insured's responsibility;
- C. the Insured will carry out at not less than annual intervals a check of all properties owned by them or leased by them and for which they are responsible to ensure that effective insurance is in force for such properties; and
- D. the Insurer is the sole provider of **Building** insurance in respect of all of the Insured's **Rental Property** and where the Insured has an obligation to arrange such insurance.

### 15. Interim Protection and Repairs

This Section extends to include cover for the cost actually incurred by the Insured in making temporary repairs to or boarding up of any of the insured **Buildings** and erecting temporary **Buildings** in place of any of the insured **Buildings** following **Damage** insured caused by the **Insured Peril** provided that the Insurer's liability under this Extension is limited to the **Sub-Limit** specified in the **Schedule**. No amount shall be payable under this Extension for any cost which is covered under Extension 11 – **Glass and Sanitary Fittings**.

## 16. Landscaped Grounds

It is agreed that the insurance by this Section extends to include the costs necessarily and reasonably incurred by the Insured in making good the landscaped grounds of the **Insured Premises Damaged** by the fire brigade or any other emergency service in consequence of **Damage to Property Insured**. The Insurer's liability under this Extension is limited to the **Sub-Limit** specified in the **Schedule**.

## 17. Loss of Metered Water, Gas, and Electricity Charges, and Accidental loss of heating oil

This Section extends to include cover for additional metered utility charges and additional heating oil charges incurred by the Insured, following **Damage** insured hereby, at the **Insured Premises** during the Period of Insurance. The Insurer shall not be liable for any such charges incurred by the Insured in respect of any **Unoccupied Building(s)**.

The basis upon which the amount payable is to be calculated shall be the amount of the utility or heating oil charges for the period during which **Damage** occurs, less the charge made to the Insured for the corresponding period in the preceding year, adjusted for changes in suppliers' charges and for variations affecting the utility and/or heating oil consumption of the Insured during the intervening period. The Insurer's liability under this Extension is limited to the **Sub-Limit** specified in the **Schedule**.

## 18. Mortgagees Freeholders and Lessors

It is agreed that mortgagees, freeholders and lessors shall not be prejudiced by any increase in the risk of **Damage** resulting from any act of negligence of any mortgagor, leaseholder, lessee or occupier of any **Building(s)** insured by this Section, provided such increase in risk is without their prior knowledge or authority and that the Insurer are notified immediately they become aware of such increase in risk.

## 19. Other Interests

In the event of the Insured having property under the terms of any hire purchase or similar form of agreement, then the interest of such parties and the nature and extent of such interest shall be noted in this insurance, subject to prior notification to the Insurer.

## 20. Replacement of Locks

This Section extends to include costs incurred by the Insured as a result of the necessary replacement of locks or changing of alarm codes, if any of the keys to or access codes of the **Insured Premises** are accidentally lost or stolen from the **Insured Premises** or from the homes of principals, partners, directors or authorised Persons Employed provided that:

- A. the keys or the access codes are capable of being easily identified as keys/access codes to the **Insured Premises**; and
- B. if such keys relate to a safe or strong-room, they shall not be left on the **Insured Premises** outside the Insured's normal business hours.

The liability of the Insurer under this Extension shall not exceed the **Sub-Limit** specified in the **Schedule**.

## 21. Temporary Removal

This Section extends to cover **Landlord's Contents** whilst temporarily removed elsewhere on the same or to any other premises within the **Territorial Limits** (including the private homes of directors, partners and authorised Persons Employed) for storage, cleaning, renovation, repair or similar reasons and in transit thereto and therefrom by road, rail or inland waterway provided always that:

- A. the Insurer's liability shall not exceed the **Sub-Limit** as specified in the **Schedule**; and
- B. the Insurer shall not be liable for losses insured under any other policy or recoverable under other parts of this Policy.

## 22. Theft of fabric of Building

The Insurer will indemnify the Insured for **Damage** to the **Building** during the Period of Insurance, arising from:

- A. theft or attempted theft involving forcible and violent entry to or exit from **Buildings** at the **Insured Premises**; or
- B. theft of any part of the fabric of the **Buildings** whether or not there has been forcible and violent entry.

Provided that:

- i) The liability of the Insurer under this Extension shall not exceed the **Sum Insured** for **Buildings** specified in the **Schedule**, arising out of any one Occurrence; and
- ii) if such **Damage** is insured elsewhere, no liability shall be admitted by the Insurer under this Extension.

## 23. Trace and Access

In the event of **Damage** during the **Period of Insurance** arising from escape of water or fuel oil from any tank, apparatus or pipe, the Insurer agree to indemnify the Insured in respect of:

- A. costs necessarily and reasonably incurred by the Insured in locating the source of such **Damage**;
- B. in making good **Damage** caused as a consequence of locating such source; and
- C. the replacement of any fuel oil lost as a consequence of locating such source;

Provided that the Insurer's liability under this Extension is limited to the **Sub-Limit** specified in the **Schedule**.

## 24. Tree Removal

This Section is extended to include the cost of lopping, felling or clearance of fallen trees or branches which affect the Insured's Premises or the safety of or access to the **Insured Premises** provided the Insurer's liability under this Extension is limited to the **Sub-Limit** specified in the **Schedule**.

## 25. Unauthorised Use of Electricity, Gas or Water

This Section is extended to include the cost of metered electricity, gas or water for which the Insured is legally responsible arising from its unauthorised use by persons taking possession of or occupying the **Insured Premises** without the Insured's authority.

Provided that:

- A. the Insurer's maximum liability under this Extension shall not exceed the limit the **Sub-Limit** specified in the **Schedule**; and

- B. the Insured shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

## 26. Unrecoverable VAT

This Section is extended to include Value Added Tax paid by the Insured in respect of **Buildings** (including self supply Value Added Tax), which is not subsequently recoverable. Provided that:

- A. the Insured's liability for such tax arises solely as a result of reinstatement of **Buildings** following **Damage** and the Insurer shall have paid or shall have agreed to pay for such **Damage**;
- B. if any payment made by the Insurer in respect of the reinstatement of such **Damage** should be less than the actual costs of reinstatement any payment under this Extension resulting from **Damage** shall be reduced in like proportion;
- C. the Insured's liability for such tax does not arise from the replacement **Building** having a greater floor area than or being better or more extensive than the **Building** suffering **Damage**;
- D. where an option to reinstate on another site is exercised the Insurer's liability under this Extension shall not exceed the amount of tax that would have been payable had the **Building** been rebuilt on its original site; and
- E. the Insurer's liability under this Extension shall not include amounts payable by the Insured as penalties or interest for non-payment or late payment of tax.

## Conditions to Sections 1

### 1. Average

- A. The Sums Insured declared in respect of **Building(s)** and **Landlord's Contents** specified in the **Schedule**, are separately subject to the following condition of Average:  
If at the time of reinstatement the sum representing 85% (eighty five percent) of the cost which would have been incurred by the Insured in reinstatement if the whole of that item of **Property Insured** had been destroyed, exceeds the **Sum Insured** with respect to that item, at the commencement of the **Damage**, then the Insured shall be considered as being their own Insurer for the difference between the **Sum Insured** and the sum representing the cost of reinstatement of the whole of that item of the **Property Insured** and shall bear a rateable proportion of the loss accordingly.
- B. With respect to each item of the **Property Insured** for which Day One Basis (Non-Adjustable) is applicable and the **Premium** is calculated on the basis of the **Declared Values** provided by the Insured at the inception of the Period of Insurance, the following condition of Average shall apply:  
If at the time of **Damage** the **Declared Value** of the item of **Property Insured** covered is less than the cost of reinstatement (as defined under the 'Basis of Settlement' clause) at the inception of the **Period of Insurance** then the Insurer's liability for any **Damage** hereby insured shall be limited to that proportion thereof which the **Declared Value** bears to the cost of reinstatement.
- C. Where the item of **Property Insured** has the **Actual Value** applied, then the following condition of Average shall apply: If, at the time of **Damage**, the **Actual Value** of the item of **Property Insured** exceeds the **Sum Insured**, then the Insured shall be considered as being their own insurer for the difference between the **Sum Insured** and the sum representing the cost of reinstatement of the whole of the **Property Insured** and shall bear a rateable proportion of the loss accordingly.

### 2. Basis of Settlement

In the event of **Damage** insured under this Section, the basis of reinstatement of the **Property Insured** shall be as follows:

- A. where the **Property Insured** is destroyed
  - i. in case of a **Building(s)**, the cost of rebuilding of the **Building**; or
  - ii. in the case of other property, cost of replacement with property of similar kind and quality; and
- B. where the **Property Insured** is **Damaged**, the cost of repair or restoration of the **Damaged** property or part thereof.  
The repair, rebuilding or replacement should be to a condition and quality equal to but not better or more extensive than its condition when new.

### 3. Basis of Settlement Conditions

- A. Where the Insurer agrees or is required to reinstate or replace any **Property Insured**, the Insured will, at its own expense, produce and give to the Insurer all such plans, documents, books and information as the Insurer may require for the reinstatement or replacement.
- B. If the Insured requests, and the Insurer agrees in writing not to repair or reinstate any **Property Insured**, then the Insurer's liability shall be limited to the lesser of:
  - i. the **Actual Value** of the **Damaged Property Insured**; or
  - ii. the difference between the market value of the **Damaged Property Insured** immediately prior to the **Damage** and the market value of the **Damaged Property Insured** immediately after the **Damage**.It is agreed that the option to not to repair or reinstate is at the sole discretion of the Insurer.
- C. Reinstatement may be carried out on another site and in any manner suitable to the requirements of the Insured provided that
  - i. the condition and quality of the reinstated property is equal to and not better or more extensive than its condition when new; and
  - ii. the liability of the Insurer is not being increased.

- D. The reinstatement must be commenced and carried out with reasonable despatch failing which no payment beyond the amount which would have been payable under this Policy if this clause had not been incorporated herein shall be made.
- E. When any **Property Insured** is partly **Damaged** or destroyed, the Insurer's liability shall not exceed the sum the Insurer would be required to pay for reinstatement if such property had been wholly destroyed.
- F. No payment beyond the amount which would have been payable by the Insurer under this Policy if this clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred by the Insured.
- G. Where any computer or data processing equipment is replaced any improvement in performance or capacity consequent upon the replacement of such equipment with modern items shall not be regarded as 'betterment' for the purposes of this clause.

#### 4. Day One Basis (Non-Adjustable) Extension

If stated as 'Applicable' under Section 1 of the **Schedule**, Day One Basis (Non-Adjustable) shall apply to **Building(s)** and **Landlord's Contents**. In the event of any claim payable under this clause, all the other terms and conditions of the policy shall apply, except that the **Sum Insured** shall be limited to 115% (one hundred and fifteen percent) of the **Declared Values** subject always to the provisions of this clause.

- A. The Insured having stated in writing the **Declared Value** of the **Building(s)** and **Landlord's Contents**, the Insurer agrees to calculate the **Premium** on the stated **Declared Value** provided by the Insured.
- B. At the inception of the **Period of Insurance** and at every renewal thereafter, the Insured shall notify the Insurer of the **Declared Value** of each item of the **Property Insured**. Where such declaration is not provided by the Insured, or is unavailable, the last amount declared by the Insured shall be taken as the **Declared Value** for the ensuing Period of Insurance.

Provided always that nothing in this condition shall apply with respect to the provisions of the '**Alterations and Improvements**' clause under '**Extensions to Section 1**'.

#### 5. Designation

For the purpose of determining the heading under which any property is insured, the Insurer agree to accept the designation under which such property has been entered into the Insured's books of accounts.

#### 6. Fire Break Doors and Shutters

It is a Condition Precedent to the Insurer's liability under this Policy that all fire break doors and shutters shall be kept closed and shall be maintained in efficient working order.

#### 7. Inspection

The Insurer may, at their option, arrange with the Insured to have access to the **Insured Premises** at any reasonable times for the purposes of inspection. If the inspection or survey results highlight any defects or concerns which are likely increase the risk covered by this Policy, the Insurer reserves the right to cancel, suspend or alter any terms of this Policy. If the Insurer opts to suspend cover, such cover will only be reinstated after the defects have been remedied and the remedied situation is approved by the Insurer.

#### 8. Maintenance of fire extinguishers

It is agreed as a Condition Precedent to the Insurer's liability under this Section that the Insured will:

- A. inspect the appliances regularly for the purposes of ascertaining that they are maintained in proper working order and keep a written record thereof; and
- B. remedy any defect promptly, whether disclosed by any such inspection or otherwise.

#### 9. Non-invalidation

The insurance under this Section shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to or beyond the control of the Insured, provided that the Insured gives notice to the Insurer as soon as reasonably practicable after such act or omission or alteration comes to the notice of the Insured and pays any additional **Premium** required by the Insurer.

#### 10. Roof Maintenance

It is a Condition Precedent to the liability of the Insurer under this Section(s) that:

- A. A all areas of flat felted roofs are inspected at least every year by a qualified builder or property surveyor and all defects; and
- B. a record of all inspections is made and retained by the Insured and is to be available for inspection by the Insurer if they so require.

All losses to the flat roof area or resulting from or attributed to the flat roof area are subject to a policy **Excess** of £500 in respect of each and every loss.

#### 11. Seventy-Two Hours Clause

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

- A. no period commences prior to the inception date and the date of the Occurrence;
- B. no two (2) periods overlap; and
- C. should any such period extend beyond the expiry or cancellation date, the Insurer shall be liable as if such period had fallen entirely within the **Period of Insurance** of this Policy.

#### 12. Statutory requirements and maintenance

The Insured shall, at their own expense:



- A. cease any activity which may give rise to liability under this Policy;
- B. maintain all **Buildings**, furnishings, ways, works machinery, car\ vans and vehicles in sound condition;
- C. exercise care in selection and supervision of Persons Employed;
- D. remedy defects or danger as soon as possible after discovery and in the meantime, take such additional precautions as the circumstances may require; and
- E. comply with statutory requirement and other safety regulations imposed by any authority.

### 13. Subrogation Waiver

In the event of a claim arising under this Policy, the Insurer agrees to waive any rights, remedies or relief which they might become entitled to by subrogation against:

- A. a Company standing in the relation of parent to **Subsidiary** (or **Subsidiary** to parent) of the Insured; or
- B. a Company which is a **Subsidiary** of a parent Company of which the Insured themselves are a **Subsidiary**; in each case within the meaning of the Companies Act(s).
- C. any tenant of the **Insured Premises** provided that:
  - i) the **Damage** did not result from a criminal, fraudulent, malicious act, gross negligence of or breach of statutory duty by the tenant; and
  - ii) the tenant contributes to the cost of insuring the **Property Insured** against the event which caused **Damage**;
- D. Managing agents employed or engaged to collect rent on behalf of the Insured.

### 14. Unoccupancy of Buildings

If any **Building** or any portions thereof becomes **Unoccupied**, the Insurer shall be liable for **Damage** solely caused by or resulting from fire, lighting, explosion, aircraft or other aerial devices or articles dropped therefrom, unless otherwise agreed in writing by the Insurer.

- A. When any **Building(s)** or any portions thereof become(s) **Unoccupied**, it is a Condition Precedent that the Insured must ensure that:
  - i. the **Building** and any surrounding premises are secured against illegal entry, with all windows firmly secured so as to prevent unauthorised entry;
  - ii. all mains services are disconnected and all water pipes and tanks are drained down unless such services are necessary for the operation of any heating or security or sprinkler systems that are to be kept in normal operation;
  - iii. if the mains services are required to remain connected or water pipes and tanks not drained for operation of any heating or security or sprinkler systems, the heating must be maintained in the **Insured Premises** at a minimum temperature of 5 (five) degrees centigrade;
  - iv. the Insured or appointed agent of the Insured inspects the **Building** and area around it at least once each week and:
    - a) all defects in maintenance or security are rectified immediately;
    - b) records of these inspections are kept and are available for inspection by the Insurer; and
  - v. there is no refurbishment or renovation work unless previously agreed by the Insurer.
- B. In addition to the Conditions Precedent stated under A of this clause:
  - i. If any non-residential **Buildings** or part thereof become(s) **Unoccupied**, the Insured must:
    - a) immediately give notice to the Insurer and the Insurer shall have the right to impose additional conditions, exclusions and charge a suitable additional **Premium** as the Insurer may require; and
    - b) ensure that all letterboxes are sealed or fitted with internal cages and the **Building** and area around it is kept clear of all moveable combustible material;
  - ii. If any residential **Buildings** or part thereof become(s) **Unoccupied**, the Insured must take all reasonable precautions to prevent the accumulation of mail.

### 15. Workmen

The Insurer agrees that workmen shall be allowed on the **Insured Premises** for the purpose of carrying out minor repairs, decorations or alterations without prejudice to this insurance.

This Section shall not apply to the policy unless specified as INSURED in the **Schedule**.

## Section 2 Loss of Rent Receivable

### Insuring Clause

1. In the event of **Damage** to the **Property Insured** caused by an **Insured Peril**, which results in the interruption of or interference with **Rent Receivable**, the Insurer will indemnify the Insured for the **Loss of Rent Receivable** arising from such interruption or interference occurring during the **Period of Insurance** which is not otherwise excluded, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Provided that at the time of the happening of the **Damage** giving rise to the **Loss of Rent Receivable**:

- A. the **Damage** to property is insured under Section 1 - Property Damage of this Policy or under any other Policy covering the Insured's interest in property whilst at the **Insured Premises**; and
  - B. payment is made or liability admitted or would have been made or admitted in respect of such physical loss or **Damage** but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.
2. The Insurer's liability in respect of the **Loss of Rent Receivable** is restricted to:
    - A. the difference between the reduced **Rent Receivable** during the **Indemnity Period** as a direct consequence of the **Damage** and the normal **Rent Receivable** during the corresponding period in the 12 months prior to the **Damage**;
    - B. the additional expenditure necessarily and reasonably incurred by the Insured for the sole purpose of avoiding or mitigating the **Loss of Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction in **Rent Receivable** thereby avoided; or
    - C. the cost of re-letting which shall comprise of the cost necessarily and reasonably incurred from the date of the **Damage** until the expiry of the **Indemnity Period** in re-letting the **Buildings** (including legal fees in connection with the reletting) solely in consequence of the **Damage**; less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses payable out of **Rent Receivable** as may cease or be reduced in consequence of the **Damage**.

### Limit of Liability

The liability of the Insurer under this Section including the Extensions to the Section shall not exceed:

- A. the **Sum Insured** or, in respect of any individual Items, the **Sub-Limit** specified in the **Schedule**; and
- B. the **Maximum Indemnity Period** specified in the **Schedule**.

### Extensions to Section 2

#### 1. Alterations and Improvements

This Section is extended to include **Loss of Rent Receivable** in respect of:

- A. alterations, extensions and/or improvements to the **Buildings** under **Property Insured**;
- B. newly acquired and/or newly erected **Buildings** provided that they are not otherwise insured.

Provided that:

- i. the Insurer's liability under this Sections shall not exceed the **Sub-Limit** specified in the **Schedule**;
- ii. the Insured shall inform the Insurer every six months of any alterations, extensions or improvements and with respect to any such newly acquired and/or newly erected property, as soon as practicable and in any event within six (6) months of the date of acquisition; and
- iii. the Insured agree to pay the appropriate additional **Premium** required from the from the date of acquisition of the newly acquired property, alterations or improvements and such additional cover shall be evidenced in this Policy by adding an endorsement containing the **Sum Insured**.

#### 2. Alternative Residential Accommodation

In respect of **Insured Premises** occupied totally or partially for residential purposes, in the event of **Damage** to such **Insured Premises**, that renders it unfit to live in or to which all access is prevented, the Insurer will indemnify the Insured in respect of any expenditure necessarily and reasonably incurred in the provision of comparable accommodation for the benefit of any lessee to comply with the requirements of the lease until the **Insured Premises** is fit again for habitation.

This clause shall also include the costs of:

- A. A temporary storage of residents' furniture; and
- B. B kennelling or boarding domestic pets if they are not allowed in the alternative accommodation.

The Insurer's liability under this Extension shall not exceed the **Sub-Limit** specified in the **Schedule**.

#### 3. Auditor's Fees

This Section extends to indemnify the Insured for the necessary and reasonable fees payable to the Insured's auditors or professional accountants for producing such particulars or details contained in the Insured's books of account or other business documents, or such other proofs, information or evidence as may be required by the Insurer provided that the Insurer's liability in respect of this Extension shall not exceed the **Sub-Limit** specified in the **Schedule**.

#### 4. Denial of Access

The Section extends to include interruption of or interference with **Rent Receivable** in consequence of **Damage** caused by an **Insured Peril** to any property within 250 (two hundred and fifty) metres of the **Insured Premises** which prevents the use of or access to the **Property Insured** irrespective of whether or not the **Property Insured** suffers similar **Damage**, provided that the Insurer shall not be liable for any claim in **Excess** of the **Sub-Limit** specified in the **Schedule**.

No amount shall be payable under this Extension which would otherwise be covered under Extension 7 – Loss of Attraction.

#### 5. Infestation and Defective Sanitation

The Insurer shall indemnify the Insured for the **Loss of Rent Receivable** arising from interruption of or interference with the Rent Receivable in consequence of the Occurrence at the **Insured Premises** of:

- A. murder, suicide or food or drink poisoning;
- B. vermin, pests or defective sanitation equipment; which causes restrictions on the use of the **Insured Premises** on the order or advice of the competent local authority; or
- C. **Accidental Damage** as insured by this Section, to the drains or sanitary apparatus at the **Insured Premises** which results in closure of the **Insured Premises**.

#### 6. Legionella

This Section extends to include **Loss of Rent Receivable** arising from interruption of or interference with the **Rent Receivable** as a result of any outbreak of Legionellosis at the **Insured Premises** causing restrictions on the use of the **Insured Premises** on the order or advice of the competent authority. The Insurer shall not be liable under this Section for any amount in **Excess** of the **Sub-Limit** specified in the **Schedule**.

#### 7. Loss of Attraction

This Section extends to include **Loss of Rent Receivable** arising from interruption of or interference with the **Rent Receivable** due to **Damage** to property within 250 (two hundred and fifty) metres of the **Insured Premises** caused by an **Insured Peril** which discourages potential tenants to the **Insured Premises**, but the Insurer shall not be liable for any amount in **Excess** of the SubLimit specified in the **Schedule**.

No amount will be payable under this Extension which would otherwise be covered under Extension 4 – Denial of Access.

#### 8. Public Utilities

The Section extends to indemnify the Insured for **Loss of Rent Receivable** arising from interruption of or interference with the **Rental Operations** in consequence of **Damage** by an **Insured Peril** to property at the premises of the following public utilities in the **Territorial Limits** from which the Insured obtains supplies or services:

- A. any generating station or sub-station of the public electricity supply undertaking from which the Insured obtains electricity;
- B. any land-based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith from which the Insured obtains gas; or
- C. any water works or pumping station of the public water supply undertaking from which the Insured obtains water;
- D. any land-based telecommunication services to the **Insured Premises**.

Provided that the Insurer shall not be liable

- i. for any claim in **Excess** of the **Sub-Limit** specified in the **Schedule**;
- ii. for any loss arising from failures which do not involve the cessation of supply for at least sixty consecutive minutes; and
- iii. the total or partial failure occasioned by strike or lock-out, total or partial withdrawal of labour, or total or partial cessation of work.

#### 9. Unauthorised Occupation

The Section extends to indemnify the Insured for **Loss of Rent Receivable** arising from interruption of or interference with the **Rent Receivable** as a result of the use of the **Insured Premises** or access thereto being hindered or prevented by

- A. the occupation of person not authorised by or on behalf of the Insured except in the course of a dispute between any employer and **Person Employed** or group of workers; or
- B. thought to contain or actually containing persons believed by the governmental authorities to be terrorists; provided that the police are immediately informed of the unauthorised occupation or possible terrorist occupation,

the Insurer shall not be liable for:

- i. losses arising from any cause within the control of the Insured; or
- ii. any event involving prevention of, hindrance of, access to or use of the **Insured Premises** for less than 48 (forty-eight) hours duration.

## Conditions to Section 2

### 3. Adjustment

The **Annual Rent Receivable** and **Rent Receivable** are subject to such adjustments as may be necessary to provide for the trends and for variations in or other circumstances affecting the income derived from **Rental Property** so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the date of the **Damage**.

## 2. Average

If, at the time of **Damage** giving rise to **Loss of Rent Receivable**, the **Sum Insured** declared by the Insured in respect of **Rent Receivable** is less than the **Annual Rent Receivable** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve (12) months), the Insurer's liability will be proportionately reduced.

## 3. Basis of Claims Settlement

The amount payable shall be the actual amount of the reduction in **Rent Receivable** incurred during the **Indemnity Period** in consequence of the **Damage** from the **Rent Receivable** estimated that would have been earned during that period had the **Damage** not occurred.

Where under the terms of the lease or leases, rent reviews would have taken place during the **Indemnity Period** the Basis of Claims Settlement shall take into account such rent reviews, provided that the Insurer's total liability shall not exceed 200% (two hundred percent) of the **Sum Insured** on **Loss of Rent Receivable**.

## 4. Cessation of Rental Operations

If, subsequent to the happening of **Damage** by an **Insured Peril**, any business owned or operated by the Insured for the purpose of its **Rental Operations** is wound up or carried on by a liquidator, receiver or administrator or permanently discontinued, this Section shall cease to have effect from the date of the decision to wind up or permanently discontinue the business or date of the decision to appoint a liquidator, receiver or administrator unless this Section's continuance is agreed in writing by the Insurer.

## 5. Due Diligence

In the event of **Damage** that may give rise to a claim under this Section, it is a Condition Precedent to the Insurer's liability under this Policy that the Insured shall with due diligence take all steps that are reasonably practicable to avoid or minimise any interruption of or interference with the Insured's operations as a provider of **Rental Property**.

## 6. Experience of the Rental Operations

In determining the amount of **Loss of Rent Receivable**, due consideration shall be given to the experience of the Insured's **Rental Operations** before the date of the **Damage** and the probable experience of its **Rental Operations** thereafter had no loss or **Damage** occurred to the **Property Insured**.

## 7. First Twelve Months' Rental Operations

In the event of a claim arising from **Damage** occurring before the completion of the first 12 (twelve) months of the carrying out of the Insured's **Rental Operations**, any terms in this Section referring to income and outgoings during a prior period of 12 (twelve) months shall be adjusted so as to apply to the income and outgoings during the period from commencement of the Insured's **Rental Operations** to the date of the **Damage**.

## 8. Insured's accounting definitions

For the purpose of any definitions applicable to this Section, any adjustment implemented in current cost accounting shall be disregarded. The undefined words in this Section shall have the meaning usually attached to them in the Insured's books and accounts.

## 9. Payments on Account

Payments on account shall be made by the Insurer to the Insured during the **Indemnity Period** if required.

## 10. Premium Payment

The **Premium** paid for **Loss of Rent Receivable** may be adjusted on receipt by the Insurer of a declaration of the **Rent Receivable** earned during the financial year most nearly concurrent with the Period of Insurance, as reported by the Insured's auditors. If any **Damage** shall have occurred giving rise to **Loss of Rent Receivable**, the above-mentioned declaration shall be increased for the purpose of **Premium** adjustment by the amount by which the **Rent Receivable** is reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided for above and proportionately increased where the **Maximum Indemnity Period** exceeds 12 (twelve) months) is less than the **Loss of Rent Receivable Sum Insured** for the relative Period of Insurance, the Insurer shall allow a pro rata return **Premium** not exceeding 50% (fifty percent) of the **Premium** paid.

## 11. Reinstatement of Limit

It is hereby mutually agreed that, in the event of payment of a claim under this Section, the **Sum Insured** shall be reinstated to the full amount from the time of the **Damage** until expiry of this Policy, in consideration of the additional **Premium** paid or payable by the Insured in respect of the amount of such reinstatement.

## 12. VAT

To the extent that the Insured is accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

## Exclusions to Sections 1 and 2

The following Exclusions shall apply to these Sections of this Policy in addition to the General Exclusions of the Policy unless as stated otherwise.

1. The Insurer shall not be liable for any amount of the **Excess** as specified in the **Schedule** with respect to the Section or individual coverages under the Sections.
2. The Insurer shall not be liable for **Damage**:
  - A. arising from any other **Insured Peril**, whether shown as operative on the **Schedule** / Certificate of Insurance or not;
  - B. to **Buildings** or structures in course of construction or erection and materials or supplies connected with them;
  - C. the cost of maintenance or routine decoration; or
  - D. to garden landscaping and paving, garden furniture, trees and plants;Provided that this exclusion shall not exclude subsequent **Damage** resulting from an ensuing cause which is not otherwise excluded.
3. With respect to subsidence, ground heave and landslip, the Insurer shall not be liable for **Damage** or the resulting interruption or interference
  - A. arising from:
    - i. collapse, cracking, shrinkage or settlement of new **Building(s)** or any part thereof;
    - ii. coastal or river erosion;
    - iii. defective design or workmanship or the use of defective materials, including inadequate construction of foundations;
    - iv. settlement or movement of made up ground;
    - v. the normal settlement or bedding down of new structures;
    - vi. fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
    - vii. demolition, construction, structural alteration or repair of any **Building(s)** at the same **Insured Premises**; or
    - viii. groundwork or excavation at the same **Insured Premises**.
  - B. to forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences at the same **Insured Premises**, unless specifically insured hereunder, provided such **Damage** also affects the structure of the **Building(s)** insured herein against such **Damage**;
  - C. which occurs while the **Building** or any part thereof in the course of erection, demolition, structural alteration or structural repair; or
  - D. which occurs at the same **Insured Premises** which originated prior to the inception of this cover.
4. With respect to storm, the Insurer shall not be liable for **Damage** or the resulting interruption or interference caused:
  - A. by the change in water table levels or the failure of tanking within basements and cellars;
  - B. by flash flooding or flood arising from surface water run-off;
  - C. by water inundation from the coast, a water course, lake, reservoir, ditch, drain, sewer or culvert;
  - D. by spray, salt or contaminants from any source listed in C. above;
  - E. by subsidence, ground heave or landslip; or
  - F. to garden landscaping and paving, garden furniture, tree and plants.
5. With respect to flood the Insurer shall not be liable for **Damage** or the resulting interruption or interference caused:
  - A. by the change in water table levels or the failure of tanking within basements and cellars;
  - B. by subsidence, ground heave or landslip; or
  - C. to garden landscaping and paving, garden furniture, tree and plants, gates and fences.
6. With respect to breakage or collapse of aerials, the Insurer shall not be liable for **Damage** to or the resulting interruption or interference caused by or arising from the erection, dismantling, repair or maintenance thereof.
7. With respect to **Damage** caused by malicious persons, the Insurer shall not be liable for **Damage** to or the resulting interruption or interference caused:
  - A. by the Insured or the Insured's officers or Persons Employed;
  - B. by the **Authorised Resident** of the Insured's **Building** or part thereof; or
  - C. to garden landscaping and paving, garden furniture, tree and plants.
8. The Insurer shall not be liable for **Damage** or interruption or interference caused by theft or attempted theft:
  - A. unless there has been forcible and violent entry to or exit from the **Buildings** or theft of any part of the fabric of the **Buildings** whether or not there has been forcible and violent entry;
  - B. by the Insured or the Insured's officers or Persons Employed;
  - C. by the **Authorised Resident** of the Insured's **Building** or part thereof;
  - D. to garden landscaping and paving, garden furniture, tree and plants;
  - E. to contents, belonging to or in the custody and control of the Insured, from common areas of the **Buildings**;
  - F. from yards, gardens, open spaces or outbuildings to **Insured Premises**; or

- G. where such theft or attempted theft comprises the taking, or attempted taking, of goods by force during a catastrophe, such as **War**, natural disaster, riot, strike or civil commotion.
9. The Insurer shall not be liable for **Damage** or interruption or interference with caused by:
- A. explosion, failure or collapse of a boiler (but not a boiler used for domestic purposes only) economiser or other vessel, machine, apparatus or pipe work at the **Insured Premises** in which internal pressure is due to steam only belonging to, or under the control of, the Insured;
  - B. leakage of electricity, self-ignition, over-running, **Excessive** pressure, short circuiting, self-heating of the any equipment, electrical apparatus or fittings;
  - C. joint leakage failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels of any range of steam, and feed piping in connection therewith;
  - D. inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials;
  - E. faulty or defective workmanship, operational error or omission on the part of the Insured or any of their Persons Employed where such error or omission is committed with the knowledge of or connived at by the Insured; or
  - F. the operation of machinery, plant, apparatus or equipment;
- Provided that this exclusion shall not exclude subsequent **Damage** resulting from an ensuing cause which is not otherwise excluded.
10. The Insurer shall not be liable for **Damage** or interruption or interference caused by or consisting of:
- A. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light, marring, scratching, vermin or insects;
  - B. change in temperature, colour, flavour, texture or finish;
  - C. **Pollution or Contamination**;
  - D. mechanical or electrical breakdown, derangement or overloading; or
  - E. the item of **Property Insured** undergoing any process involving the application of heat;
- but this exclusion shall not apply to **Damage** resulting from or resulting in an **Insured Peril**.
11. The Insurer shall not be liable for **Damage**, or interruption or interference caused by or consisting of:
- A. acts of fraud or dishonesty on the part of the Insured or any partner, director or employee of the Insured, members of their families or any other person to whom **Property Insured** has been entrusted;
  - B. unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
  - C. impact with any **Property Insured** by any waterborne vessel or craft; or
  - D. Mould, fungi, spores, bacteria, or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health except in respect of insurance provide by the Infestation and Defective Sanitation under Section 2 – **Loss of Rent Receivable**.
12. The Insurer shall not be liable for **Damage** or interruption or interference caused directly by or consisting of or occasioned by the voluntary parting with title or possession of any property or rights to property.
13. The Insurer shall not be liable for any **Damage** to property in transit covered or which should have been covered under a marine policy or policies.
14. The Insurer shall not be liable for **Damage** or the resulting interruption or interference caused directly by the **Property Insured's** own collapse or cracking unless such **Damage** results from an **Insured Peril** and is not otherwise excluded.
15. The Insurer shall not be liable for **Damage** or interruption or interference caused directly by or consisting of or resulting from cessation of work.
16. The Insurer shall not be liable for **Damage** or interruption or interference caused directly by loss of market, loss of use of **Property Insured** or consequential loss or **Damage** of any kind not specifically insured under this Policy.
17. The Insurer shall not be liable for **Damage** or interruption or interference attributable solely to change in the water table level.
18. The Insurer shall not be liable for **Damage** or interruption or interference attributable to **Damage** to the following property:
- A. **Glass** (other than **Glass**), china, earthenware, marble, statuary or other fragile or brittle objects but this exclusion shall not apply in respect of **Damage** caused by an **Insured Peril** and not otherwise excluded;
  - B. mobile phones, laptops, tablets or similar portable electronic equipment, documents, tenants' property, money or any articles of gold, silver or other precious materials, jewellery or other personal items;
  - C. property in transit except as provided for under the individual Extension clauses;
  - D. vehicles licensed for road use, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
  - E. property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
  - F. land, roads, pavements, piers, jetties, bridges, culverts, underground shafts, mines or excavations; or
  - G. livestock, animals, growing crops or trees;

unless specified in the **Schedule** as insured by this Section.

## 19. Cyber and Data

### A. Cyber

Loss, **Damage**, **Loss of Rent Receivable**, **Legal Liability** or any other loss, cost or expense arising out of or caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any **Virus or Similar Mechanism** or **Denial of Service Attack**;
- iii. any computer related hoax relating to i and/or ii above.

### B. Electronic Data

Loss or **Damage** to, or **Loss of Rent Receivable**, **Legal Liability**, cost or expense arising out of such loss or **Damage** to, any Electronic Data wherever it is stored, unless such loss or **Damage** results from an **Insured Peril** and is not otherwise excluded.

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

This Section shall not apply to the policy unless specified as INSURED in the **Schedule**.

## Section 3 Terrorism



### Insuring Clause

The Insurer agrees to indemnify the Insured for **Damage to Property Insured** and resulting **Loss of Rent Receivable** occurring during the **Period of Insurance** solely in so far as and to the extent of coverage and **Sub-Limits** provided under Section 1 and 2 of this Policy, in the event that:

- A. such **Damage to Property Insured** and resulting **Loss of Rent Receivable** is caused by and arises from an **Act of Terrorism**;
- B. such act is certified as an **Act of Terrorism** by Her Majesty's Government or Her Majesty's Treasury or any successor or other relevant authority or in the event such certification is refused, the refusal is reversed by the decision of a validly constituted tribunal; and
- C. the **Damage to Property Insured** and resulting **Loss of Rent Receivable** occurs in England, Wales and/or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 or any subsequent amending legislation and not the Isle of Man or the Channel Islands).

### Limit of Liability

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

### Exclusions to Section 3

The following Exclusions shall apply to this Section unless stated otherwise. Where there is any conflict between these and the General Exclusions of the Policy, the following Exclusions will take precedence:

1. The Insurer shall not be liable for any amount of the **Excess** as specified with respect to the [Sections 1](#) and [2](#) or individual coverages under the Sections.
2. The Insurer shall not be liable for any claim of whatsoever nature directly or indirectly caused by or occasioned by or happening through or in consequence of:
  - A. riot, civil commotion, vandals or other persons acting maliciously or by way of protest or strikes, labour unrest;
  - B. looting, being the theft of or taking of goods by force during a catastrophe, such as **War**, natural disaster, riot, strike or civil commotion; or
  - C. **War**, invasion or warlike operations, hostile acts of sovereign or local government entities, rebellion, revolution, insurrection or military or usurped power.
3. This Section does not cover any claim of whatsoever nature, directly or indirectly, covered under any marine, aviation, transit and motor certificates or policies.
4. This Section does not cover any claim of whatsoever nature, directly or indirectly, in respect of:
  - A. residential property, houses and other dwellings insured in the name of a private individual unless such property is insured in the private individual's commercial capacity as the landlord of the property;
  - B. any property specifically excluded in this Policy;
  - C. any **Damage** to any property at a nuclear installation or nuclear reactor and all fixtures and fitting attached thereto which serve, in anyway, such nuclear installations or nuclear reactors; or
  - D. any property located outside England, Wales and Scotland.
5. The insurance by this Section is subject otherwise to all the terms and conditions of this policy except that any:
  - A. long term undertaking applying to this Policy; or
  - B. terms which provide for adjustments of **Premium** based upon declarations on expiry or during the Period of Insurance; will not apply to losses covered under this Section.

### Conditions to Section 3

#### 1. Average

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

#### 2. Burden of Proof



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

### 3. Seventy-Two Hours Clause

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

- A. no period commences prior to the inception date and the date of the Occurrence;
- B. no two (2) periods overlap; and
- C. should any such period extend beyond the expiry or cancellation date, the Insurer shall be liable as if such period had fallen entirely within the **Period of Insurance** of the Policy.

**Policy Cover Part B**  
**Sections 4&5**  
**Property Owners Liability &**  
**Employers Liability**

# Section 4 Property Owners' Liability

## Definition applicable to Section 4

### Communicable Disease

- 1) Coronavirus being
  - a) Any coronavirus or
  - b) Any disease caused by any coronavirus; or
  - c) Any mutation or variation of any coronavirus or of any disease caused by any coronavirus
- 2) Any other infectious disease in humans which has been determined or declared to:
  - a) Constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time) and/or:
  - b) An outbreak identified as a major health incident in the United Kingdom, for which a scientific Advisory Group for Emergencies has been activated by the Cabinet office Briefing Room

## Insuring Clause

The Insurer will indemnify the Insured and any **Additional Insured**:

1. against **Legal Liability** in respect of:
  - A. **Injury** to any person;
  - B. **Damage** to Property; and
  - C. **Nuisance**,occurring during the **Period of Insurance** within the **Territorial Limits** in connection with the **Rental Operations**.
2. in respect of **Legal Costs** incurred with the written consent of the Insurer in connection with any **Incident** which is or may be the subject of indemnity under 1 above.

## Limit of Liability and Legal Costs

1. Irrespective of:
  - A. the number of parties and/or entities entitled to indemnity; or
  - B. the number of claimants; the total amount payable by the Insurer under this Section and all Extensions in respect of any one **Incident** shall not exceed the **Limit of Liability** specified in the **Schedule**.
2. **Legal Costs** payable by the Insurer shall be paid in addition to the **Limit of Liability** unless otherwise stated provided always that:
  - A. if a payment of damages and/or claimant's costs and expenses exceeding the **Limit of Liability** has to be made to dispose of any claim; and
  - B. the Insurer are liable to pay **Legal Costs** in addition to the **Limit of Liability**;the liability of the Insurer for such **Legal Costs** shall be limited to such proportion as the **Limit of Liability** bears to the amount paid to dispose of such claim. Nothing contained in this clause shall be construed to vary **or override Claims Condition 2 of this Policy**.

## Extensions to Section 4

### 1. Defective Premises Act

The Insurer will indemnify the Insured against their **Legal Liability**, in respect of **Injury** or **Damage** to Property, incurred by virtue of defective premises legislation in connection with premises disposed of by the Insured.

This Extension will not apply to **Legal Liability**:

- A. for the costs of remedying any defect or alleged defect in premises disposed of by the Insured; or
- B. in respect of which the Insured is entitled to indemnity under any other insurance.

### 2. Legionellosis

The Insurer will indemnify the Insured:

- A. against **Legal Liability** in respect of **Injury** caused by legionellosis arising out of the **Rental Operations** and for which:
  - i. a claim first made in writing to the Insured during the Period of Insurance; or

- ii. the first notification of any circumstance which caused or is alleged to have caused **Injury** or can reasonably expected to give rise to a claim under the Policy;
- is made to the Insurer during or within thirty days of the expiry of the Period of Insurance; or
- B. in respect of **Legal Costs** incurred with the written consent of the Insurer in connection with any **Injury** caused by legionellosis covered under this Extension;

Provided that the maximum amount the Insurer will pay in respect of the cover under this Extension shall not exceed the **SubLimit shown in the** in the **Schedule**.

### 3. Pollution or Contamination

- A. Notwithstanding **Exclusion 5 Pollution or Contamination** of **Section 4**, the Insurer will indemnify the Insured and any **Additional Insured**, up to the **Sub-Limit** shown in the **Schedule**, for:
  - i. statutory costs that the Insured is legally liable to pay, or legally obliged to incur under an environmental protection directive, statute or statutory instrument, for remediation of environmental **Damage**, arising out of or from **Pollution** and **Contamination** occurring during the Period of Insurance, within the Territorial Limits in connection with the **Rental Operations** provided that the **Pollution** and **Contamination** is caused by an **Accident** taking place during the Period of Insurance; or
  - ii. damages and compensation, including claimants costs recoverable from the Insured arising from **Injury**, **Damage** to Property and **Nuisance** arising out of or from **Pollution** and **Contamination** occurring during the **Period of Insurance** within the Territorial Limits in connection with the **Rental Operations** provided that the **Pollution** and **Contamination** is caused by an **Accident** that takes place during the Period of Insurance.
- B. This extension excludes and does not cover any sum incurred in respect of:
  - i. activities commenced by or on behalf of the Insured prior to inception of the **Period of Insurance** or any period of continuous insurance prior to inception of the **Period of Insurance** where each policy making up that continuous insurance is underwritten by the Insurer or by an affiliate; or
  - ii. prevention of **Pollution** and **Contamination** to or on third party property or the Insured's land, premises, watercourse or body of water, whether owned, leased, hired, tenanted or otherwise in the Insured's care custody or control.

### 4. Subrogation Waiver

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

- A. charge an additional **Premium**;
- B. request that Insured seek to renegotiate its contract to omit entirely such term(s);
- C. exclude from cover liability for any amounts which would have been recoverable from another party in the absence of such term(s); and/or
- D. apply a net contribution limit to the Insurer's indemnity in respect of the relevant project.

### 5. Wrongful Arrest

This Section is extended to include the Insured's liability arising out of wrongful detention, false or malicious arrest, malicious prosecution or false imprisonment arising out of any accusation of shoplifting, theft, dishonesty or other improper conduct by any person and occurring on or about the **Insured Premises**.

## Exclusions to Section 4

The following Exclusions shall apply to this Section in addition to the General Exclusions of the Policy unless as stated otherwise. The Insurer shall not be liable for the following **Legal Liability**:

#### 1. Advertising Injury

to a third party arising out of the Insured's advertising activities, but only if such **Injury** arises out of:

- A. misappropriation of advertising ideas or style of doing business;
- B. infringement of copyrighted advertising materials, titles or slogans; or
- C. incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.

#### 2. Asbestos Exclusion

This **Policy** does not cover legal liability arising from or contributed to by:

- a) the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, products or materials containing **Asbestos**;

- b) inhalation or ingestion of **Asbestos**;
- c) exposure to or fear of the consequences of exposure to **Asbestos**;
- d) the presence of **Asbestos** in any property or buildings or on land;
- e) investigating managing removing controlling or remediation of **Asbestos**.

### 3. Communicable Disease Exclusion

This Policy does not cover legal liability in respect of any claim for damages in respect of Bodily Injury or Damage arising directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.



### 4. Cyber Exclusion



This **Policy** does not cover legal liability arising from:

- a) any computer virus, malicious code or other malware which causes the malfunction of or prevents access by **You** or any external party to any **Computer System** used in connection with **Your Business**;
- b) the onward transmission of any computer virus or other malware to any external party who uses **Your** website or has authorised connection to **Your Computer System**;
- c) the denial of access or use by **You** or any authorised party to **Your Computer System**;
- d) the content of **Your** website, email, intranet or extranet, including alterations or additions made by a hacker or any unauthorised external party;
- e) the failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date due to inherent defect or computer virus, malicious code or other malware;
- f) actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;
- g) defamation, libel, slander or malicious falsehood;
- h) any breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data;
- i) the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which **You** obtained through the internet or extranet or website and hold in **Your** possession.
- j) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including data that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**, including any amount pertaining to the value of such data, nor shall it be considered as physical loss or damage for the purposes of this exclusion;
- k) unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**;
- l) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**;
- m) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Definitions applicable to this Exclusion:

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

### 5.

### 6. Contractual Liability

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

#### 7. Injury sustained by Persons Employed

for **Injury** sustained by any **Person Employed** arising out of and in the course of employment by the Insured in the course of its **Rental Operations**.

#### 8. Property in the Insured's Care, Custody or Control

in respect of loss of or **Damage** to any Property which, at the time of the **Incident** giving rise to such liability, is owned by or held in trust by or in the care, custody or control of the Insured or any **Person Employed**, other than:

- A. personal effects including vehicles and their contents of any **Person Employed** or any director or partner of or visitor to the Insured;
- B. premises including their contents, not owned by or leased or rented to the Insured but temporarily occupied by the Insured for the purposes of undertaking work in connection with the **Rental Operations**, provided that this paragraph shall not include any property to which A directly above applies; or
- C. premises and their fixtures and fittings leased or rented to the Insured, excluding liability:
  - i. which attaches by way of any contract or agreement and that would not have attached in absence of such agreement;
  - ii. **Damage** caused by fire or explosion.

#### 9. Pollution or Contamination

directly or indirectly caused by, arising from or in connection with **Pollution or Contamination**.

#### 10. Vehicles

arising out of the ownership or possession or use of any mechanically propelled vehicle by or on behalf of the Insured in circumstances where insurance or security is required under the provisions of any road traffic legislation, but this Exclusion will not apply to:

- A. A mechanical plant while operating as a tool of trade;
  - B. the loading or unloading of any vehicle;
- except in respect of **Legal Liability** for which:
- i. insurance or security is required by law; or
  - ii. indemnity is provided by any motor insurance contract.

#### 11. Vessels and Craft

arising out of the ownership, possession or use by or on behalf of the Insured of any vessel or craft designed to travel in, on or through water, air or space.

This Section shall not apply to the policy unless specified as INSURED in the **Schedule**.

## Section 5 Employers' Liability

### Insuring Clause

The Insurer will indemnify the Insured and any **Additional Insured**:

1. against **Legal Liability** in respect of **Injury** caused to any **Person Employed** during the **Period of Insurance** within the **Territorial Limits** and arising out of and in the course of employment by the Insured in connection with the **Rental Operations**; and
2. in respect of **Legal Costs** incurred with the written consent of the Insurer in connection with any **Incident** which is or may be the subject of indemnity under 1 above.

Provided always that no indemnity will be afforded by the Insurer in respect of any judgment, award or settlement made in any country or territory outside the **Territorial Limits** or in respect of any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part, unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by the Insurer in granting such cover, which offer and acceptance must be signified by an Endorsement attaching to this Policy.

### Limit of Liability

Irrespective of:

1. the number of parties and/or entities entitled to indemnity; or
2. the number of claimants;

the total amount payable by the Insurer under this Section including all Extensions in respect of or arising from any one claim or series of claims against the Insured arising out of one **Incident** shall not exceed the **Limit of Liability** specified in the **Schedule** for Employers' Liability.

This Section provides cover against **Legal Liability** and **Legal Costs** in respect of **Injury** sustained by Persons Employed caused as a result of an **Act of Terrorism** during the **Period of Insurance** within the **Territorial Limits** up to a limit of GBP 5,000,000 in respect of any one **Incident**.

The **Overall Limit of Liability** will not apply to the extent that claims or losses under any other Section would otherwise erode the **Limit of Liability** in respect of this Section.

### Extensions to Section 5

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

#### 1. Temporary Overseas Visits

The Insurer will indemnify the Insured and/or **Additional Insured** against **Legal Liability** in respect of **Injury** sustained in connection with the **Rental Operations** while temporarily outside the **Territorial Limits** during the **Period of Insurance** provided that:

- A. such temporary business trips outside the **Territorial Limits** do not exceed a period of three (3) months; and
- B. the Insured and/or **Additional Insured** is domiciled within the **Territorial Limits**.

This Extension shall not apply directly or indirectly with respect to liability:

- i. arising out of, from or in connection with any country or territory which operates under the laws of the United States of America or of Canada; or
- ii. manual work carried out outside the **Territorial Limits**.

#### 2. Unsatisfied Court Judgments

If a judgment for damages is obtained in any court within in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man:

- A. A by any **Person Employed** or the personal representatives of any **Person Employed** in respect of **Injury** caused to that **Person Employed** during the **Period of Insurance** and arising out of and in the course of employment by the Insured in connection with the **Rental Operations**;
- B. against any individual or company, not insured under this Section, operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
- C. which remains unsatisfied in whole or in part 6 (six) months after the date of such judgment;

then, at the request of the Insured, the Insurer will pay to the **Person Employed** or the personal representatives of the **Person Employed**, the amount of such damages and awarded costs that remain unsatisfied, provided that:

- i. any payment made by the Insurer shall only be in respect of liability for which the company or individual, under 3.B above, would have been entitled to indemnity had such company or individual been insured under this Section; and
- ii. there is no appeal outstanding; and

- iii. if any payment is made under the terms of this Extension, the **Person Employed** or the personal representatives of the **Person Employed** shall assign the judgment to the Insurer.

### 3. Accidental Discovery of Notifiable Asbestos and Work with Non Notifiable Non Licensed Asbestos

Legal liability for **Bodily Injury to Employees** caused by or arising from Non Notifiable and/or accidental discovery of **Notifiable Asbestos** or materials suspected to be **Notifiable Asbestos** when arising from Non Notifiable Non Licensed Asbestos work as permitted by the Control of Asbestos Regulations 2012.

You must ensure that:

- a) all handling, removal, stripping out, demolition, storage, transportation or disposal of that which is suspected to be **Notifiable Asbestos** ceases immediately upon discovery until the composition of all such materials is established;
- b) any subsequent handling, removal, stripping out, demolition, storage, transportation or disposal of **Notifiable Asbestos** is carried out by a Health and Safety Executive (HSE) licensed contractor on terms which cover **You** for all liability arising out of such work;

**Our** liability to pay compensation including costs and expenses in respect of any **Asbestos** shall not exceed the minimum statutory limit of five million pounds (GBP 5,000,000) in respect of any one occurrence.

~~For the purposes of the cover provided by this extension, General Exclusions applicable to Sections 4 and 5 number 1. (Asbestos) shall not apply.~~

## Exclusions to Section 5

The following Exclusions shall apply to this Section in addition to the General Exclusions of the Policy unless as stated otherwise.

The Insurer shall not be liable for the Insured's **Legal Liability** in respect of:

1. 1 Medical and Repatriation Costs
  - A. A medical costs or medical expenses; or
  - B. repatriation costs or repatriation expenses;incurred by any **Person Employed** whilst outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

2. 2 Road Traffic Legislation

**Injury** for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation.

## Extensions to Sections 4 and 5

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of Sections 4 and 5 and this Policy.

### 1. Cross Liabilities

If the Insured comprises more than one entity the Insurer will indemnify each entity in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount of indemnity afforded by the Insurer shall not exceed the **Limit of Liability** regardless of the number of entities entitled to indemnity.

### 2. Compensation for Court Attendance

If at the request of the Insurer any **Person Employed** or director or partner of the Insured shall attend court as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under these Sections, the Insurer 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 GBP 500; and
- B. any other **Person Employed** GBP 250.

### 3. Corporate Manslaughter Legal Defence Costs

This Policy is extended to indemnify the Insured and if the Insured so requests any **Person Employed** or director or partner of the Insured in respect of **Legal Costs** incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of manslaughter or culpable homicide or alleged manslaughter or culpable homicide, including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 and any amending and/or subsequent legislation, provided that an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Rental Operations**.

The Insurer shall be entitled, but not obliged, to assume the conduct of the defence of any criminal proceedings in respect of which an indemnity is provided under this Extension.

The indemnity provided under this Extension shall not exceed GBP 5,000,000 any one claim and in the aggregate for all claims during any one Period of Insurance.



However, the total liability of the Insurer under Sections 4 and 5 of this Policy, inclusive of this Extension, shall not exceed the Limits of Liability as specified in the **Schedule**.

This Extension shall not apply:

- A. to fines or penalties of any kind; or
- B. where indemnity is provided by any other insurance.

#### 4. Health and Safety at Work Legal Defence Costs

Subject to the terms of the Insurer's written consent and the Insurer's control, the Insurer will indemnify the Insured and if the Insured so requests, any **Person Employed** or director or partner of the Insured, in respect of **Legal Costs** incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, and any amending and/or subsequent legislation (together the Health and Safety Legislation), provided that an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Rental Operations**.

This Extension will not apply:

- A. to fines or penalties of any kind;
- B. to proceedings consequent upon any deliberate act or omission by:
  - i. the Insured;
  - ii. any partner or director of the Insured;which could reasonably have been expected to constitute a breach of the Health and Safety Legislation having regard to the nature and circumstances of such act or omission; or
- C. where indemnity is provided by any other insurance.

## Exclusions to Section 4 and 5

The following Exclusions shall apply to these Sections in addition to the General Exclusions of the Policy unless as stated otherwise.

The Insurer shall not be liable for any **Legal Liability**:

#### 1. Contractual Liability

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

#### 2. Defamation

in respect of any form of defamation, libel or slander.

#### 3. Deliberate act

in respect of **Injury**, **Damage**, or **Nuisance** and any costs and expenses, arising from any deliberate act or a failure to act by the Insured or **Additional Insured** which constitutes an offence under legislation or a breach under this contract but this exclusion shall not apply with respect to **Injury** resulting from the use of reasonable force to protect persons or property.

#### 4. Employment Practice Liability

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

#### 5. Excess

for the amount of the **Excess** specified in the **Schedule** for each operative Section.

#### 6. Fees for intervention

any payments raised under the Health and Safety (Fees) Regulations 2012 relating to 'Fees for intervention'.

#### 7. Financial loss

directly or indirectly, for pure economic loss not ensuing from **Injury**, **Damage**, or **Nuisance** covered in this Policy.

#### 8. Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

for fines, liquidated damages clauses, penalty clauses or performance warranties.

#### 9. Loss of Use

for loss or reduction of use to property without **Damage** to such property.

#### 10. North American Jurisdiction

in respect of

- A. Any loss occurring in United States of America or Canada which gives rise to a claim under this Policy;
- B. any claim made or brought in the United States of America or Canada; or
- C. Any judgment, award or settlement made in any country or territory which operates under the laws of the United States of America or of Canada or in respect of any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part.

11. Professional Services

arising from or in connection with:

- A. A advice;
- B. design; or
- C. specification,  
provided for a fee.

12. Punitive and Exemplary Damages

for punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

13. Radioactive Contamination

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

- A. A ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- B. the radioactive, toxic, explosive or other Hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Provided that in respect of claims arising out of **Injury** which fall under Section 5 – Employers Liability, this Exclusion shall only apply when the Insured under a contract or agreement has undertaken to indemnify any principal or has assumed liability for **Injury** caused to a **Person Employed** by contract or agreement and which liability would not have attached in the absence of such contract or agreement.

14. Work Offshore

arising from or in connection with any **Injury** or work undertaken offshore, meaning from the time of embarkation onto a conveyance at the point of final departure to any offshore installation, whilst on any offshore installation or support or accommodation vessel for an offshore installation, until disembarkation onto land upon return from such installation.