



**MATRIX UNDERWRITING MANAGEMENT  
COMMERCIAL PROPERTY OWNERS  
POLICY**

"POA-0623"

## READING THE POLICY / PRIVACY NOTICE & CLAIMS

This insurance is designed to cover **Your** property assets.

The parties have entered into this contract in good faith and understand their respective obligations.

There are general obligations/conditions contained in this **Policy** that are important to **Us** and which **We** rely upon **You** to comply with.

In pages 11-14 **Your** general obligations/conditions specific to certain sections are set out. Additional obligations/conditions may be imposed by endorsement.

The **Policy** defines what is covered under separate sections 1-3. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

Exclusions applying to the whole **Policy** are set out in pages 29-32. **We** will not pay a claim if an exclusion(s) is applicable.

The general **Policy** conditions pages 33-36 sets out certain rights and includes clauses that apply to the whole of the **Policy**.

The **Policy** Definitions pages 6-10 provide the meaning to words and phrases wherever they appear in the **Policy**. **You** will see words in bold which highlights that for the purposes of this **Policy** they are a definition.

The **Schedule** attaching to this **Policy** will set out the **Period of Insurance** and specify which Sections of this **Policy** are operative including the **Sums Insured**.

The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find **Our** complaints procedure on pages 37 & 38.

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any endorsements to ensure that the cover meets with **Your** requirements. In the event that the cover does not meet with **Your** requirements **You** should immediately advise **Your** insurance advisor. **We** will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain unaltered unless **We** have agreed to a variation in writing.

### Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on Page 39.

### Claims Notifications & Conditions

**We** aim to settle valid claims promptly and fairly in accordance with the cover provided under this **Policy**.

**Your** claim will be managed from within **Our** dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure **Your** claim is settled for the correct amount.

Pages 15 & 33-36 set out conditions and what procedures to follow.

# **Contents**

<b>AUTHORISED POLICY</b>	<b>4</b>
<b>REGISTERED DETAILS OF THE PARTIES</b>	<b>5</b>
<b>POLICY DEFINITIONS</b>	<b>6</b>
<b>GENERAL OBLIGATIONS</b>	<b>11</b>
<b>CLAIMS AND REMEDY CONDITION</b>	<b>15</b>
<b>SECTION 1 – BUILDINGS</b>	<b>16</b>
<b>SECTION 2 – RENTAL INCOME</b>	<b>22</b>
<b>SECTION 3 – PROPERTY OWNERS LIABILITY</b>	<b>26</b>
<b>POLICY EXCLUSIONS</b>	<b>29</b>
<b>POLICY CONDITIONS</b>	<b>33</b>
<b>COMPLAINTS PROCEDURE</b>	<b>37</b>
<b>PRIVACY AND DATA PROTECTION NOTICE</b>	<b>39</b>

## AUTHORISED POLICY

This **Policy** and any **Schedule** and/or endorsement are to be read together as one document. This **Policy** is a legally binding contract which **You** have made with **Underwriters**.

In consideration of the payment by **You** of the premium specified in the **Schedule Underwriters** agree (subject to the terms, conditions and exclusions of the **Policy**) to indemnify **You** against **Damage**, accident or injury occurring during the **Period of Insurance**.

Provided always that:-

The liability of the **Underwriters** shall not exceed the **Sums Insured** or limits of liability stated in the **Schedule** or such other **Sums Insured** or limits of liability as may be substituted by endorsement or attached hereto;

This **Policy** insures **You** only in respect of the sections where a **Sum Insured** or a **Limit of Indemnity** is specified in the **Schedule**

Any dispute arising out of or in connection with this **Policy** shall be subject to and construed solely in accordance with the laws of England and Wales. **You** and the **Underwriters** agree that all disputes arising out of or in connection with the **Policy** shall be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause.

The written authority (which number is shown in the **Policy Schedule**) allows **Us** to issue this **Policy**.

Signed:



DAVID HAYNES – DIRECTOR (Authorised signatory)

## REGISTERED DETAILS OF THE PARTIES

### The Insurer

#### **AmTrust Europe Limited**

This insurance is underwritten 100% by AmTrust Europe Limited, whose registered office is at Market Square, St. James's Street, Nottingham, NG1 6FG United Kingdom (01229676). The Insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk)

#### **Matrix Underwriting Management Limited**

This insurance is provided by Matrix Underwriting Management Limited (on behalf of The Insurer), 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)

## POLICY DEFINITIONS

Wherever the following words and phrases appear in bold in the **Policy** they will always have the same meaning

### Annual Gross Rentals

The **Gross Rentals** during the twelve months immediately before the date of the **Damage** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

### Architects Surveyors Legal and Consulting Engineers Fees

The reasonable cost of employing architects surveyors lawyers and consulting engineers in the reinstatement or repair of the **Property Insured** consequent upon its **Damage** but not for preparing any claim.

### Building(s)

The **Building(s)** situated at the address(es) specified in the **Schedule** which include;

- a) landlord's fixtures and fittings
- b) annexes, gangways, outbuildings and extensions tenants improvements for which the landlord is responsible under the terms of the lease or other agreement under which the property is let
- c) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
- d) walls, gates and fences
- e) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains, but only to the extent of **Your** responsibility
- f) yards, car parks, roads and pavements, forecourts, all constructed of solid materials
- g) landscaping, excluding external ponds and lakes

all belonging to **You** or for which **You** are legally responsible.

### Building Works

Any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition, re-roofing, and installation of cavity wall insulation.

### Business

**Your** ownership of the **Premises** including **Your** maintenance and security of the **Premises**

### Community and Public Authorities

Such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of;

- a) The current Community Legislation, or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any Public Authority (hereafter referred to as 'the Stipulations') which governs the construction, alteration and reinstatement of buildings.

Excluding the cost incurred in complying with the Stipulations:

- i) in respect of **Damage** occurring prior to the granting of this **Policy**
  - ii) in respect of **Damage** not insured by this Section
  - iii) under which notice has been served upon **You** prior to the happening of the **Damage**
  - iv) for which at the time of **Damage** there is an existing requirement which has to be implemented within a given period
  - v) in respect of property entirely undamaged by any peril hereby insured against
- c) the additional cost that would have been required to make good the property lost destroyed or **Damaged**
- d) to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations

**Computer System**

Any computer, hardware, software, communications system, electronic device (including, for example, 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 owned or operated by **You** or any other party.

**Computer Virus**

instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a **computer system** or network of whatsoever nature. **Computer Virus** includes “Trojan Horses” “worms” and “time or logic bombs”.

**Cost of Reinstatement**

- a) the rebuilding or replacement of property lost or destroyed which provided **Underwriters’** liability is not increased may be carried out:
  - i) in any manner **You** and the **Underwriters** agree
  - ii) on another site agreed by both **You** and the **Underwriters**
- b) the repair or restoration of property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new including an allowance for **Removal of Debris, European Community and Public Authorities, Architects, Surveyors, Legal and Consulting Engineers Fees**

**Cyber Act, Cyber Incident and Cyber Loss**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

**Damage(d)**

Accidental physical loss, damage or destruction.

**Data and Data Processing Media****Data**

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

**Data Processing Media**

Any property insured by this **Policy** on which **Data** can be stored but not the **Data** itself.

**Defined Peril**

The words **Defined Peril** shall mean :

- a) fire, but excluding any **Damage** to the **Property Insured** caused by:
  - i) explosion resulting from fire
  - ii) earthquake or subterranean fire
  - iii) its own spontaneous fermentation or heating
  - iv) its undergoing any heating process or any process involving the application of heat,
- b) lightning
- c) explosion but excluding any **Damage** caused by or consisting of the bursting of a boiler or other vessel where machine or apparatus used for non-domestic purposes internal pressure is due to steam only belonging to or under **Your** control
- d) aircraft or other aerial devices or articles dropped therefrom
- e) riot, violent disorder, civil commotion, strikers, locked outworkers, persons taking part in labour disturbances or malicious persons excluding **Damage**:
  - i) arising from confiscation, requisition or destruction by order of the government or any public authority
  - ii) arising from cessation of work
- f) theft or attempted theft

- g) earthquake
- h) storm excluding:
  - i) **Damage** by flood whether resulting from storm or otherwise
  - ii) **Damage** attributable solely to a change in the water table level
- i) flood excluding **Damage** attributable solely to a change in the water table level
- j) overflowing, discharge or leaking of any sprinkler apparatus
- k) escape of water from any tank, apparatus or pipe
- l) impact by any road vehicle (including goods falling from them) or animal not belonging to **You** or under **Your** control, falling trees, branches and falling aerals
- m) Subsidence, ground heave and landslip but excluding
  - 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**.
  - ix) 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**;
  - x) which occurs while the **Building** or any part thereof in the course of erection, demolition, structural alteration or structural repair; or
  - xi) which occurs at the same Insured **Premises** which originated prior to the inception of this cover.

### **Employee(s)**

Any person under a contract of service or apprenticeship with **You** including:

- a) Any person who is hired to or borrowed by **You**
- b) Any person engaged in connection with a work experience or training scheme
- c) Any labour master retained by **You** or person supplied by him
- d) Any person engaged by **Your** labour only sub contractors
- e) Any self-employed person working on a labour only basis under **Your** control or supervision
- f) Any voluntary helper

all while working for **You** in connection with the **Business**

### **Excess**

The first part of each and every loss which **You** must bear after the application of any condition of average.

### **Glass**

All fixed plain sheet or plain glass in windows, doors, fanlights, skylights, partitions, furniture, display and showcases, counters or shelves or mirrored glass fixed hand basins, lavatory bowls, bidets, shower trays and baths including lettering, embossing, beading, silvering or ornamental work at the **Premises**.

### **Gross Rentals**

The money paid or payable to **You** for tenancies and associated income derived from the letting of the **Premises**.

### **Indemnity Period**

The period beginning with the occurrence of the **Damage** and ending not later than the number of months thereafter stated in the **Schedule** during which the results of the **Business** shall be affected in consequence of the **Damage**.



**Injury**

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

**Insured(s)/You/Your**

The firm, company, entity or individual named in the **Schedule**.

**Insured Event**

A claim **You** have made under a section of this **Policy** for which **Underwriters** have agreed to provide indemnity.

**Landlords Contents**

Furniture, fitted carpets, domestic appliances and fixtures belonging to **You** as owner or for which **You** are responsible whilst contained in the **Buildings** by this section excluding:-

- a) Any item falling under the definition of **Building(s)**
- b) Personal Possessions
- c) Stock and materials in trade
- d) Building materials
- e) **Property** more specifically insured

Unless otherwise specifically agreed in writing by **Underwriters**.

**Offshore**

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

**Outstanding Debit Balances**

The total amount due to **You** at the date of the **Damage** less bad debts.

**Period of Insurance**

The period of insurance specified in the **Schedule**

**Policy**

The entirety of the **Policy** wording, the **Schedule** and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the **Policy** coming into force or at any time thereafter). All references to the terms, conditions and exclusions of the **Policy** shall be construed as referring to the entire **Policy**

**Premises**

The Address(es) specified in the **Schedule**.

**Property Insured**

The **Buildings** and **Landlords Contents** at the **Premises**, if and to the extent they are included in the **Schedule**.

**Proposal**

The Proposal Form, Statement of Fact, Declaration, Risk Presentation and any information supplied to the **Underwriters** by **You** or on **Your** behalf.

**Removal of Debris**

Costs and expenses necessarily incurred by **You** with the consent of the **Underwriters** in;

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping of the portions of the **Property Insured**
- d) clearing drains sewers and gutters at the **Property Insured** as a result of **Damage** hereby insured against

The **Underwriters** will not pay for any costs or expenses;

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

#### **Renovation(s)**

Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, w.c, bath and shower, carpeting, internal joinery, plastering, rewiring, installation/repair of central heating and external window replacement but excluding:

- a) **Building Works**, and
- b) **Renovation** forming part of a **Building Works** contractor project.

#### **Schedule(s)**

The **Schedule** specifying the **Sum Insured**, terms and extent of this **Policy**.

#### **Standard Gross Rentals**

The **Gross Rentals** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

#### **Sum Insured/Limit of Indemnity**

The sum or limit specified in the **Schedule** as applying to the relevant Section of this **Policy** or items.

#### **Territorial Limits**

United Kingdom, the Channel Islands or the Isle of Man.

#### **Terrorism**

Terrorism means an act, the use of force or violence and/or the threat thereof, of any person or groups 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.

#### **Unoccupied**

When the **Premises** (or any part thereof) are closed for trade, untenanted or not resided at for a period in excess of seven consecutive days

#### **Underwriters/We/Us**

AmTrust Europe Limited

# GENERAL OBLIGATIONS

## Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to **Us** before this **Policy** starts, at each renewal and when **You** make any amendment(s) to cover.

This means **You** must:

- (a) disclose all material facts of which **You** know or ought to know.
- (b) make the disclosure in a reasonably clear and accessible way.
- (c) make sure that every material representation of fact is substantially correct and made in good faith.

### What is a Material Fact?

A material fact is information that would influence **Our** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

- (a) if **You** are an individual (such as a sole trader or individual partner):
  - i) what is known to **You** and anybody who is responsible for arranging this insurance, or if **You** are not an individual (such as a limited company or partnership):
  - ii) what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.
- (b) what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, for example, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance). If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

### Breach of duty

If **You** breach **Your** duty or fail to make fair presentation of the risk to **Us**, then:

- a) where the breach was deliberate or reckless, **We** may avoid this **Policy**, refuse all claims and keep all premium paid.
- b) where the breach was neither deliberate nor reckless and, but for the breach, **We** would not have agreed to provide cover under the **Policy** on any terms, **We** may avoid this **Policy** and refuse all claims, but **We** will return any premium paid.
- c) where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this **Policy** but on different terms (other than premium terms), **We** may require that this **Policy** includes such different terms with effect from its commencement, and/or
- d) where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this **Policy** but would have charged higher premiums, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium that **We** would have charged.

For example: if, due to a breach of fair presentation, **We** charged a premium of £1,000 but **We** should have charged £2,000, then for any claim submitted and agreed at a settlement value of £500, **You** will only be paid £250.

### Alteration in Risk

**You** must immediately notify **Underwriters** if the risk has altered:

- a) by removal, alterations, additions of any fire or security protections or building components which might increase the risk of **Damage** to the **Property Insured** otherwise **Underwriters** may refuse to pay **Your** claim(s) or provide indemnity under this **Policy**.
- b) **You** must immediately notify **Underwriters** if:
  - i) the **Business** is being wound up or carried on by a liquidator or receiver or permanently discontinued, or
  - ii) **Your** interest ceases except by will or operation of law, or
  - iii) there is a change of type of tenant or use at the **Premises**, or the **Buildings** becoming **Unoccupied**, or
  - iv) an eviction notice has been issued to evict tenant(s) at the **Premises**,

Otherwise the **Policy** will be treated as cancelled and all cover will terminate unless **You** have notified **Underwriters** of any such alteration(s) described in i) to iii) above and at their option **Underwriters** have agreed to continue with cover.

### Precautions

**You** must;

- a) take precautions to prevent occurrences which may give rise to **Damage** or accidents

- b) take steps to comply with statutory requirements, obligations and regulations imposed by any authority
  - c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require
  - d) when undertaking **Renovations** to the **Property Insured You** must take precautions to prevent **Damage**. **You** must not undertake **Building Works** without **Underwriters** prior written agreement.
- otherwise, **Underwriters** may refuse to pay **Your** claims or provide indemnity under this **Policy**.

### Maintenance and Safety

It is important that **You** comply with requirements a) - d) below otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and indemnity under Section 3 will not operate.

**You** must:

- a) if the **Premises** or any part thereof is let as residential accommodation **You** must comply with current gas safety regulations and laws and at the commencement and throughout the currency of this insurance must be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. Any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer
- b) if **You** are responsible for gas installations at commercial **Premises**, annual maintenance checks must be undertaken and at the commencement and throughout the currency of this insurance **You** must be in the possession of a valid gas safety certificate issued by a Gas Safe registered engineer,
- c) At the commencement of this insurance and at all times throughout the currency of this insurance **You** must be in possession of an electrical installation condition report (EICR) that:
  - i) covers the whole of the electrical installation(s)
  - ii) is less than three years old and issued by a contractor approved and registered with one of the following:
    - National Inspection Council for Electrical Installation Contractors (NICEIC)
    - Electrical Contractors Association (ECA)
    - National Association of Professional Inspectors and Testers (NAPIT)
    - Electrical Self Assessment (ELECSA)
  - iii) documents that all C1 or C2 deficiencies or defects have been remedied
- d) in respect of any vessel, machinery or apparatus or its contents belonging to **You** or under **Your** control which is required to be examined to comply with any Statutory Regulations such vessel, machinery or apparatus shall be the subject of:
  - i) inspection(s) under contract, and
  - ii) regular maintenance schedules

and **You** must be in the possession of such certificates of inspection and evidence of maintenance.

### Survey

In the event **Underwriters** have granted cover subject to a survey it is a requirement that:

**Your** full co-operation is provided to ensure that the survey is completed by the survey completion date stated in the **Schedule** or **Policy** endorsement, otherwise all cover will cease immediately unless an extension to the period has been agreed in writing by **Underwriters**.

Following the survey **Underwriters** reserve the right to cancel or vary this insurance with immediate effect or impose additional terms, conditions and exclusions and/or revise the premium charged.

**You** must implement survey requirements within the time limits specified by the **Underwriters** and maintain implementation of such requirements during the currency of this insurance and any additional periods granted by the **Underwriters** unless otherwise agreed.

If **You** fail to implement the term(s) of the requirement(s) within the time limit(s) specified by the **Underwriters** then all cover under the **Policy** shall terminate and remain inoperative unless:

- a) an extension to the time limits has been agreed by the **Underwriters** in writing, or
- b) all the survey requirement(s) have been fully implemented at the time of **Damage**, or
- c) the **Underwriters** have agreed to waive the survey requirement(s).

For the avoidance of doubt all terms and conditions of the **Policy** continue unless otherwise agreed by **Underwriters** in writing.

In the event the **Policy** is cancelled due to the terms of this endorsement a return premium will be calculated on a pro-rata basis less the cost of the survey up to a maximum of £500.00 (or equivalent currency).

### Electrical – Portable Appliance Testing

**You** must ensure the safety of electrical appliances owned by **You** or under **Your** control by:

- a) periodically testing appliances, to be carried out by competent personnel (in-house or outsourced)
- b) having all tested appliances labelled, whether passed or failed and having all testing recorded and kept for at least 5 years

- c) removing any equipment from the **Premises** that has failed testing unless it has been repaired by a qualified technician otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and indemnity under Section 3 will not operate

### Security

Where **You** are responsible for the physical protections of the **Building**, it is important that **You** comply with requirements a) – d) below otherwise all **Damage** arising from or caused by the **Defined Perils** of fire, theft and malicious persons will be excluded:

- a) **You** must ensure that all protections provided for the safety and security of the **Premises** shall be maintained in good order and shall not be withdrawn altered or varied without the prior consent of the **Underwriters** and shall be in full and effective operation when the **Premises** are closed for business or left unattended, and at all other appropriate times
- b) **You** must ensure that any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company and/or in accordance with the manufacturer's recommendations
- c) **You** must ensure that;
  - i) All external entry/exit doors are fitted with at least 5 lever mortice deadlocks complying to BS3621 or fitted with locking bars secured by five lever close shackle padlocks
  - ii) All Windows and skylights that are accessible from the ground or basement level or from adjoining roofs, porches, walls, fire escapes or downpipes are either barred, grilled or fitted with key operated window locks
- d) **You** must notify **Underwriters** as soon as possible if **You** receive notice:
  - i) that the police authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed or
  - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system or
  - iii) that any alarm system cannot be returned to or maintained in full working order.

following any such notice **You** will be responsible for the first 20% of any **Damage** caused by or arising from theft or attempted theft subject to a minimum contribution of £2,500 and, **Underwriters** shall have the right to vary terms or cancel cover provided under this **Policy**.

### Unoccupancy of Buildings

Where the **Premises** or any portions thereof are **Unoccupied**, **Underwriters** 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.

When any **Building(s)** or any portions thereof become(s) **Unoccupied**, it is a Condition Precedent that the **Insured** must ensure that

- a) External doors: All external entry/exit doors are fitted with at least 5 lever mortice deadlocks complying to BS3621 or fitted with locking bars secured by five lever close shackle padlocks
- b) Patio Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections.
- c) Windows: All Windows and skylights that are accessible from the ground or basement level or from adjoining roofs, porches, walls, fire escapes or downpipes are either barred, grilled or fitted with key operated window locks
- d) Public Houses: In addition to the above, **Premises** must be fully boarded up.
- e) The **Insured** or appointed agent of the **Insured** inspects the Building and area around it at least once each week and:
  - i) all defects in maintenance or security are rectified immediately;
  - ii) records of these inspections are kept and are available for inspection by the Insurer

### Pipe Lagging

**You** must ensure that within the **Buildings**:

- a) there is a heating system linked to a frost-stat and a minimum temperature of 5°C is maintained between 31st October and 31st March, or
- b) all pipes are adequately lagged to prevent freezing.

otherwise all **Damage** will be excluded that arises from or is caused by the **Defined Perils** of overflowing, discharge or leaking of any sprinkler apparatus, escape of water from any tank, apparatus or pipe and indemnity under Section 3 will not operate.

### Sprinkler Maintenance

It is important that **You** comply with requirements 1- 7 below in respect of any installation(s) of Automatic Sprinklers at the **Insured Premises** otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded:

**You must:**

- a) make a test every week for the purpose of ascertaining that the Alarm Gong is in working order and that the Stop Valve controlling the individual water supplies and the installation are fully open
- b) make quarterly or half-yearly test if required by the **Underwriters** to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test
- c) make a test every weekday (holidays excepted) of
  - i) the Brigade connection
  - ii) the circuit between the alarm switch and the control unit and
  - iii) the batteries in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade

*Note 1:* it is permissible for test (a) to be carried out by the Fire Brigade if the latter are prepared to give a written undertaking to perform the duty

*Note 2:* where the circuits in (a) and (b) are continuously monitored tests need only be made once per week

- d) remedy promptly any defect revealed by such tests
- e) notify the **Underwriters** before any installation is rendered inoperative or immediately in the event of an emergency
- f) allow the **Underwriters** access to the **Premises** at all reasonable times for the purpose of inspecting the sprinkler installation
- g) have in force during the **Period of Insurance** a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installations(s) and to obtain from them following each inspection certification that they are in satisfactory working order

### Burning of Waste

**You** must ensure that no burning of waste is carried out on the **Premises** otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and indemnity under Section 3 will not operate.

### Heat Application

If the use or application of heat takes place on the **Premises** in the course of **Renovation** or as specifically agreed by **Underwriters** the following precautions and procedures must be complied with by **You** and/or **Your** contractor(s) on each occasion;

- a) Application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers;
  - i) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) is cleared of all loose combustible material; other combustible material is covered by sand or over-lapping sheets or screens of non-combustible material
  - ii) at least two adequate and appropriate portable fire extinguishers, in proper working order, are kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected
  - iii) blow lamps and blow torches are filled in the open and are not lit until immediately before use and are extinguished immediately after use
  - iv) a person is appointed by **You** or the contractor who will watch for signs of smoke or smouldering or flames and will take immediate steps to extinguish any smouldering or flames discovered during works and for a period of 60 minutes after works have finished
- b) Use of asphalt, bitumen, tar, pitch or lead heaters if the heating is carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel is placed on a non-combustible heat insulating base
- c) The contractor(s) using the application of heat on the **Premises** shall have in place appropriate Public Liability insurance with an indemnity limit of no less than £2m and shall supply a copy of the insurance **Policy to You** prior to commencement of work otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and indemnity under Section 3 will not operate.

### Portable Heating

**You** must not provide, use or store on the **Premises** paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by the **Underwriters** prior to such use or storage otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and indemnity under Section 3 will not operate.

## CLAIMS AND REMEDY CONDITION

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Policy**.

Upon discovery of an event that may give rise to a claim under this **Policy** **You** must report the circumstances to **Underwriters** as soon as possible but in any event within 30 days of the discovery otherwise **Underwriters** shall be entitled to refuse indemnity under this **Policy**.

If **You** wish to make a claim, please contact AmTrust Europe Limited:

AmTrust Europe Claims Team

0115 934 9818

(lines are open 9am - 5pm Mon-Fri, calls are charged at standard rate)

Email: [newclaimsproperty@amtrustgroup.com](mailto:newclaimsproperty@amtrustgroup.com)

When submitting a claim, **You** must give **Your Policy** number.

**Your** claim will be managed from within our dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure **Your** claim is settled for the correct amount as quickly as possible.

It is important that **You**:

- a) have made a fair presentation of the risk and disclosed every material fact and circumstance, and
- b) **You** have complied with the obligations, terms and conditions contained in the **Policy** throughout this **Period of insurance**

otherwise **Your** claim may not be paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless, **Underwriters** are entitled to:

- a) avoid the contract, refuse all claims, and
- b) retain the premiums paid

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless, **Underwriters** shall be entitled, if cover would not have been offered, to

- a) avoid the contract, refuse all claims, and
- b) return the premiums paid

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **Underwriters** shall be entitled, if cover would have been offered on different terms, to:

- a) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- b) <sup>1</sup>reduce proportionately the amount to be paid on a claim if **Underwriters** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium. If more than one **Premises** is stated in the **Schedule** the proportion of the premium charged for the **Premises** that has sustained **Damage** will be applied.

<sup>1</sup> reduce proportionately means that **Underwriters** need only pay on the claim X% of what otherwise they would have been under an obligation to pay under the terms of the **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph i)), where –

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

Higher Premium



# SECTION 1 – BUILDINGS

## COVER AND BASIS OF SETTLEMENT

**Underwriters** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** due to a **Defined Peril**, then following an **Insured Event** under this Section **Underwriters** will pay **You**:- the **Cost of Reinstatement** of the **Property Insured** provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below, Where reinstatement or replacement of the **Property Insured** does not take place in accordance with i) above for any reason whatsoever the Alternative Basis of Settlement Condition will apply.

### Reinstatement Conditions

**Underwriters'** liability for the repair or replacement of **Property Insured** damaged in part only shall not exceed the amount which would have been payable had such property been wholly lost or destroyed.

- a) No payment beyond the amount which would have been payable in the absence of this Reinstatement Basis of Indemnity shall be made:-
- i) unless reinstatement commences within 12 months of **Damage** occurring unless otherwise agreed by **Underwriters**;
  - ii) until the **Cost of Reinstatement** shall have been actually incurred;
  - iii) if the **Property Insured** at the time of the **Damage** shall be insured by any other insurance effected by the **You** or on **Your** behalf which is not upon the same basis of reinstatement.

Subject always to **Underwriters** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

### Alternative Basis of Settlement Condition

Where **Cost of Reinstatement** is not applied **Underwriters** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** due to a **Defined Peril**, then following an **Insured Event** under this Section **Underwriters** will pay **You**, whichever is the lesser of:

- a) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear, or
- b) the diminution in market value of the **Property Insured**

Subject always to **Underwriters** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

## EXCLUSIONS APPLYING TO SECTION 1

- a) the amount of the **Excess** stated in the **Schedule**
- b) loss by delay, loss of market, Consequential Loss of any and every description
- c) **Property Insured** more specifically by or on behalf of **You** or more specifically covered under another Section of this **Policy**
- d) **Damage** to any **Property Insured** directly or indirectly caused or contributed from:
  - i) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidation, rot, mould or mildew, inherent vice, latent defect unless resulting from **Damage** not otherwise excluded
  - ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting unless resulting from **Damage** not otherwise excluded
  - iii) change in climatic or atmospheric conditions or in water table levels,
  - iv) theft, wind, rain, hail, sleet, snow, flood or dust **Damage** to movable property in the open, fences and gates
  - v) infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted or loss, destruction or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence
  - vi) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information
  - vii) theft or attempted theft unless accompanied by forcible and violent entry into or exit from the **Building** or involving violence or the threat of violence
  - viii) any loss in excess of GBP 10,000 for **Damage** caused by malicious persons where the person who caused the **Damage** was authorised to be on the **Premises**.
- e) **Damage** to:



- i) property or structures in course of construction or erection and materials or supplies in connection with all such property and
- f) land, roads, pavements, piers, jetties, bridges, culverts or excavation

### Limit of Indemnity

**Underwriters'** liability in respect of all incidents of **Damage** to an item of **Property Insured** during the **Period of Insurance** shall be limited as follows:

- a) If an individual **Sum Insured** is specified on the **Policy Schedule** for that item, **Underwriters'** liability shall be limited to that **Sum Insured**;
- b) In any event, **Underwriters'** liability shall in no circumstances exceed, in the aggregate, the total **Sum Insured** for the category of **Property Insured** on the **Schedule** under which that item falls.  
But:-
  - a) In the event that, at the time of **Damage** any **Buildings** are awaiting refurbishment, redevelopment or **Renovation**, then **Underwriters** shall not be liable for any costs which would have been incurred by **You** in the absence of such **Damage** as part of that work.
  - b) In the event that, at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition then **Underwriters'** liability shall be limited to **Removal of Debris**.

### Average Clause

Each item insured under this Section is declared to be separately subject to the following Condition of Average, namely;

If at the time of repair or rebuilding or replacement the **Cost of Reinstatement** which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the **Sum Insured** thereon at the commencement of any **Damage** to such property then **You** shall be considered as being **Your** own insurer for the difference between the **Sum Insured** and the sum representing the **Cost of Reinstatement** of the whole of the property and shall bear a rateable proportion of the loss accordingly.

The **Excess** shall not be reduced in the event that the Average clause applies to **Your** claim.

If the Alternative Basis of Settlement Condition is applied this Average clause is amended to:

The **Sum Insured** by each item is separately declared to be subject to Average.

In the event that the **Sum Insured** for any such item shall, at the commencement of **Damage**, be less than the value of the property covered, then the amount payable by **Underwriters** shall be proportionately reduced.

### Other Insurances

If at the time of **Damage** resulting in a loss under this Section there be any other insurance effected by or on **Your** behalf covering such loss or any part of it the liability of the **Underwriters** hereunder shall be limited to its rateable proportion of such loss.

## EXTENSIONS APPLICABLE TO SECTION 1 – BUILDINGS

### Landlords Contents

Following an **Insured Event** this Section extends to include **Damage** to **Landlords Contents** up to the **Sum Insured** stated in the **Schedule**. However, if, at the time of **Damage**, the **Sum Insured** stated in the **Schedule** is less than the full value of the **Property Insured** by that item, the amount payable by the **Underwriters** will be proportionately reduced.

### Reinstatement of Sum Insured

Following an **Insured Event** the **Sum Insured** by this Section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by the **Underwriters** or by **You** and **You** undertake to pay such necessary premiums as may be required for such reinstatement from that date.

### Sale of Property Insured

If at the time of **Damage** to any **Building** insured under this Section **You** shall have contracted to sell **Your** interest in such a

Building and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the purchaser against such **Damage** shall be entitled to the benefits of this Section of the **Policy** so far as it relates to such **Damage** without prejudice to the rights and liabilities of **You** or the **Underwriters** under this Section up to the date of completion.

### Services Clause

The insurance by each item of **Property Insured** extends to cover telephones, gas, water and electric instruments, meters, piping, cabling and accessories including similar property in the adjoining yards and roadways or underground (and pertaining to any **Building** insured by this section), all belonging to **You** or for which **You** are responsible.

### Additional Metered Water Charges

**Underwriters** will pay to **You** additional metered water charges incurred by **You** as a result of **Damage** following an **Insured Event** under this **Policy** except those in respect of any loss which has not been discovered and remedial action taken within 30 days of the occurrence of the **Damage** provided that the maximum amount payable under this Clause in any one **Period of Insurance** shall not exceed GBP 5,000.

### Book Debts

In the event of **Damage** following an **Insured Event** under this section to **Your** books of account or other business books or records and **You** are in consequence thereof unable to trace or establish the **Outstanding Debit Balances** in whole or in part due to **You** then the **Underwriters** will pay to **You** the amount of loss resulting from such **Damage** in accordance with the provisions herein contained.

The insurance hereunder is limited to the loss sustained by **You** in respect of **Outstanding Debit Balances** directly due to the **Damage** and the amount payable in respect of any one occurrence of **Damage** shall not exceed;

- a) the difference between:
  - i) **Outstanding Debit Balances** and
  - ii) the total of the amounts received or traced in respect thereof
- b) the additional expenditure incurred with the previous consent of the **Underwriters** in tracing and establishing Customers' debit balances after the **Damage** provided that if the **Sum Insured** by this Item be less than the **Outstanding Debit Balances** the amount payable shall be proportionately reduced.

Provided that the liability of **Underwriters** shall not exceed the **Sum Insured** stated in the **Schedule**.

The **Underwriters** will pay the reasonable charges payable by **You** to **Your** Professional Accountants for producing any particulars or details or any other proofs, information or evidence as may be required by the **Underwriters** under the terms of this **Policy** and reporting that such particulars or details are in accordance with **Your** books of account or other business books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this Section shall in no case exceed the Total **Sum Insured** hereby.

### Capital Additions

Subject to **Damage** following an **Insured Event** under this **Policy** **Underwriters** agree to extend cover to include;

- a) any newly acquired and/or newly erected buildings or buildings in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured
- b) alterations, additions and improvements to buildings but not in respect of any appreciation in value anywhere in the United Kingdom

Provided that;

- i) at any one situation this cover shall not exceed 10% of the **Sum Insured** by this Section but in no case exceeding GBP 1,000,000
- ii) **You** undertake to give particulars of such extension of cover as soon as practicable and in any event within 6 months of any newly acquired and/or newly erected buildings or alterations, additions and improvements to buildings and to effect specific insurance thereon retrospective to the date of the commencement of the **Underwriters** liability

### Damage to Landscaped Gardens

**Underwriters** agree to extend cover to include the cost of restoring any **Damage** to landscaped gardens including trees caused by the Emergency Services in attending the **Premises** following an **Insured Event** provided that the maximum amount payable under

this extension in any one **Period of Insurance** shall not exceed GBP 25,000.

### Damage to Cables and Underground Pipes

Subject to **Damage** following an **Insured Event** under this **Policy Underwriters** agree to extend cover to include the cost of repairing **Damage** for which **You** are responsible to cables and underground pipes and drains (and their inspection covers) on the **Property Insured** or connecting them to the public mains subject to the terms and conditions of the **Policy** provided that the maximum amount payable under this extension in any one **Period of Insurance** shall not exceed GBP 5,000.

### Fly Tipping

**We** will pay for the costs incurred by **You**, with **Our** prior consent, in removing property illegally deposited during the **Period of Insurance** within the boundaries of the **Premises** including the cost of cleaning of the **Premises** after such removal up to the value of £5,000.

### Glass

**Underwriters** will pay **You** following breakage of **Glass** at the **Premises** as specified in the **Schedule** including;

- a) The cost of boarding up rendered necessary by such breakage
- b) The cost of repairing or replacing window frames and framework consequent upon the breakage of **Glass**
- c) The cost of refitting alarm foil consequent upon the breakage of **Glass**.

The liability of the **Underwriters** under this Extension does not cover;

- a) The amount of the **Excess** specified in the **Schedule**
- b) Consequential loss of any kind or description except as stated herein to the contrary
- c) Any breakage arising directly or indirectly from:-
  - i) alterations or repairs to the **Premises** or occurring whilst the **Premises** are empty or not in use
  - ii) defects in frames, framework or other fittings.

Provided that the liability of **Underwriters** shall not exceed the **Sum Insured** stated in the **Schedule** at the time of the **Damage**.

### Illegal Cultivation of Drugs

- a) **We** will indemnify the **Insured** in respect of **Damage** caused by use of the **Buildings** or part of the **Buildings**, for the manufacture, cultivation, harvest or processing by any other method, of drugs classed as a controlled substances 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;
  - ii) maintains a log of such inspections and retains such log for at least 36 (thirty six) months from such inspections; and
  - iii) carries out six monthly management checks of the inspections log; ii) obtain and record written formal identification of any prospective tenant;
  - iv) obtain and record details of the tenant's bank account and verify those details by receiving at least one payment from such account; or
  - v) obtain and retain the following tenant references prior to agreeing or accepting any new or prospective tenants;
  - vi) have a written employers reference for any new tenant; and a written reference from any previous landlords; or where neither are 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 **Our** prior written permission; or
  - ii) if the **Insured** lets or continues to let the property to the tenant irrespective of negative features contained in the tenancy checks or revealed during the inspections.

**We** will not pay more than £5,000 for any one loss and any one **Period of Insurance**.

### Personal Possessions

Subject to **Damage** following an **Insured Event** under this **Policy Underwriters** agree to extend cover to include directors, partners, customers, visitors and **Employees** personal effects of every description (other than motor vehicles) within the **Premises** insofar as they are not otherwise insured for an amount not exceeding GBP 500 in respect of any one person.

### Removal of Debris Tenants Contents

Following an **Insured Event** under this section **Underwriters** will pay **You** the irrecoverable costs and expenses (insofar as they are not otherwise insured) necessarily incurred by **You** with the consent of the **Underwriters** in removing from the **Property Insured** the debris of contents (not being **Your** property) as a result of **Damage** hereby insured against. The **Underwriters** will not pay for any costs or expenses;

- a) incurred in removing debris except from the site of such property destroyed or **Damaged** and the area immediately adjacent to such site
- b) arising from **Pollution** or contamination of property not insured by this Section

Provided that the maximum amount payable under this extension in any one **Period of Insurance** shall not exceed GBP 5,000.

### Theft of Keys

**Underwriters** will pay **You** the costs necessarily incurred in replacing external door locks at the **Premises** if there is evidence that the keys have been duplicated by an unauthorised person or following the loss of keys by;

- a) theft from the **Premises** or Registered Office or from **Your** home or the home of any principal, director, partner or **Employee** authorised to hold such keys
- b) theft following hold up whilst such keys are in **Your** personal custody or the personal custody of any principal, director, partner or **Employee** authorised to hold such keys

Provided that the maximum amount payable under this Extension in any one **Period of Insurance** shall not exceed GBP 1,000.

### Trace and Access

**Underwriters** will pay **You** the costs necessarily incurred in locating the source and subsequent making good of **Damage** resulting from;

- a) the escape of water from any tank, apparatus or pipe serving the **Premises**
- b) accidental **Damage** to cables, underground pipes and drains serving the **Premises**

Provided that in respect of a) the **Defined Peril** of escape of water from any tank apparatus or pipe is operative and in respect of b) **Damage** to cables and Underground pipes

The maximum amount payable under this Extension shall not exceed in any one **Period of Insurance** GBP 5,000.

### Unauthorised Use of Utilities

**Underwriters** will pay **You** the cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the **Premises** without **Your** authority provided that **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered and provided further that the maximum amount payable under this Clause shall not exceed in any one **Period of Insurance** GBP 10,000.

## CONDITIONS APPLICABLE TO SECTION 1 – BUILDINGS

### Mortgagees and Other Interests

The interest of the Mortgagee(s) in the **Property Insured** to which their interest applies is noted. Such interest must be advised to the **Underwriters** in the event of **Damage**. In addition, if, without the knowledge of the Mortgagee, there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage**, cover under this **Policy** shall not be prejudiced provided that the Mortgagee shall immediately on becoming aware thereof give notice in writing to the **Underwriters** and on demand pay such additional premium as the **Underwriters** may require.

### Subrogation Waiver

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

- a) any company standing in relation of Parent to Subsidiary(Subsidiary to Parent) to **You** as defined in the Companies Act or the Companies (N.I.) Order or any subsequent act or order current at the time of **Damage**
- b) any company which is a subsidiary of a Parent Company of which **You** a Subsidiary in each case within the meaning of the

Companies Act or the Companies (N.I.) Order or any subsequent act or order current at the time of **Damage**

- d) any tenant provided that;
  - i) the **Damage** did not result from a criminal fraudulent or malicious act of the tenant and
  - ii) the tenant has contributed to the cost of insuring the **Property Insured** against the event which caused the **Damage**.

### Value Added Tax

To the extent that **You** are registered with and accountable to or should, according to the applicable laws at the time, be registered with and accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

## SECTION 2 – RENTAL INCOME

### COVER

Following an **Insured Event** under Section 1 and the **Business** carried on by **You** at the **Premises** stated in the **Schedule** being interrupted or interfered with the **Underwriters** will pay **You** the amount of loss arising as a result in accordance with the following provisions.

The insurance is limited to loss due to;

- a) loss of **Gross Rentals**
- b) increase in cost of working

and the amount payable as indemnity thereunder shall be;

- a) the amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Rentals**
- b) the additional expenditure necessarily and reasonably incurred including the cost of re-letting the **Premises** (including legal fees) for the sole purpose of avoiding or diminishing the loss of **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction in **Gross Rentals** thereby avoided less any sum saved during the **Indemnity Period** in respect of such charges or expenses of the **Business** as may cease or be reduced in the consequence of the **Damage** provided that;
  - i) payment shall have been made or liability admitted under Section 1 of this **Policy** in respect of such **Damage**
  - ii) if the **Sum Insured** by this Section be less than the **Annual Gross Rentals** (or a proportionately increased multiple thereof where the Maximum **Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced.

### Alternative Residential Accommodation

In respect of **Premises** occupied totally or partially for residential purposes, in the event of **Damage** to such **Premises** that renders it unfit to live in or to which all access is prevented, **Underwriters** will indemnify the **Insured** up to the limit 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 **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.

The maximum amount payable under this Extension shall not exceed 20% of the buildings **Sums insured** stated in the **Schedule** unless specifically agreed otherwise.

### Alternative Trading

If during the **Indemnity Period** accommodation shall be provided or services rendered elsewhere other than at the **Premises** for the benefit of the **Business** either by **You** or others on **Your** behalf the money paid or payable in respect of such accommodation and services shall be brought into account in arriving at the **Gross Rentals** during the **Indemnity Period**.

### Automatic Rent Review

Where the **Gross Rentals** are subject to a rent review during the **Period of Insurance** the relevant **Sum Insured** will be automatically increased to reflect the revised **Gross Rentals** earned up to a maximum increase of 100% of the **Sum Insured** on **Gross Rentals** stated in the **Schedule**.

No additional premium will be charged for this increase in cover during the **Period of Insurance** provided that **You** advise **Underwriters**, prior to renewal, of the revised **Gross Rentals** for the ensuing **Period of Insurance**.

### Bomb scare or Unlawful Occupation

This Section extends to include interruption of or interference with the **Business** due to;

- a) the suspected or actual presence of an incendiary or explosive device on or in the vicinity of the **Premises**
- b) occupation of the **Premises** or other property in the vicinity by members of a terrorist or criminal organisation or unlawful occupants

Provided the **Underwriters** will not be liable for;

- i) any incident involving an interruption of less than 48 hours duration
- ii) any period other than the actual period of prevention or hindrance of access to the **Premises**
- iii) eviction costs

This extension shall only apply for the period beginning with the loss and ending not later than three months thereafter during which the results of the **Business** shall be affected in consequence of a) or b) above.

The maximum amount payable under this Extension shall not exceed in any one **Period of Insurance** GBP 5,000

### Buildings Awaiting Sale

If at the time of the **Damage** You have contracted to sell **Your** interest in the **Buildings** and the sale is cancelled or delayed solely in consequence of the **Damage** the amount payable under this Section may at **Your** option be amended as follows;

- a) during the period prior to the date upon which but for the **Damage** the sale of the **Buildings** would have been completed: reduction in **Gross Rentals**, being the amount by which the **Gross Rentals** earned during the **Indemnity Period** will, in consequence of the **Damage**, fall short of the **Standard Gross Rentals**
- b) during the period commencing with the date upon which but for the **Damage** the sale of the **Buildings** would have been completed and ending with the actual date of sale or with the expiry of the **Indemnity Period** if earlier:
  - the loss of interest, being:
    - i) interest actually incurred on capital borrowed in connection with the **Business** solely to replace (in whole or in part) the loss of use of the sale proceeds
    - ii) investment interest lost on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under i) above)
- c) additional expenditure necessarily and incurred for the sole purpose of avoiding or minimising the loss payable under paragraphs a or b above, but not exceeding the amount of the reduction avoided by such expenditure.

Provided that the liability of the **Underwriters** under this Extension and the section will not exceed the **Sum Insured** set against the item on **Gross Rentals** in the **Schedule** plus any payment under the Automatic Rent Review Extension in any one **Period of Insurance**.

### Capital Additions

This Section extends to include within the **Sum Insured Gross Rentals** in respect of;

- a) alterations, additions, extensions and improvements to the **Premises** insured
- b) newly acquired and or newly erected buildings anywhere in the United Kingdom provided they are not otherwise insured
  - Provided that;
    - i) at any one **Premises** the cover shall not exceed 10% of the total **Sum Insured** on **Gross Rentals** or GBP 1,000,000 whichever is the less
    - ii) **You** undertake to give particulars of such extension of cover as soon as practicable and in any event within 6 months of any newly acquired and/or newly erected buildings or alterations, additions and improvements to buildings and to effect specific insurance thereon retrospective to the date of the commencement of the **Underwriters** liability

### Denial of Access

**Damage** to property in the vicinity of the **Premises** which prevents or hinders the use of the **Premises** or access thereto, (but excluding **Damage** to property of any supply undertaking from which **You** obtain electricity, gas or water or telecommunications services which prevent or hinder the supply of such services) shall be deemed to be loss resulting from **Damage** to **Property Insured** at the **Premises**

The maximum amount payable under this clause shall not exceed in respect of any one loss GBP 25,000.

### Loss or Damage at Managing Agents Premises

**Damage** to property at the **Premise** of **Your** Managing Agent shall be deemed to be loss resulting from **Damage** to **Property**



Insured at the Premises.

### Failure of Public Supply

Damage to property at any;

- a) generating station or sub-station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works and pumping stations of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking

from which **You** obtain electricity, gas, water or telecommunication services within the **Territorial Limits** shall be deemed to be loss resulting from **Damage to Property Insured** at the **Premises**.

The maximum amount payable under this clause shall not exceed in respect of any one loss GBP 25,000

### Loss of Attraction

Damage to property in the vicinity of the **Premises** which shall deter potential tenants shall be deemed to be a loss resulting from **Damage to Property Insured** at the **Premises** provided that the maximum amount payable under this clause in any **Period of Insurance** shall not exceed;

- a) GBP 25,000 or the **Sum Insured** in respect of each **Premises** whichever is the less
- b) GBP 100,000 in aggregate.

### Murder Suicide & Defect Clause

This Section is extended to include loss directly resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of;

- a) murder or suicide occurring at the **Premises**
- b) **Injury** or illness sustained by any guest arising from, or traceable to, foreign or injurious matter in food or drink provided on the **Premises**
- c) the closing of the whole or part of the **Premises** by the order or on the advice of a competent Public Authority as a result of:
  - 
  - i) defects in the drains or sanitary installations at the **Premises**
  - ii) the **Premises** becoming infested with vermin or pests

For the purpose of this clause, **Indemnity Period** means the period during which the **Business** shall be affected in direct consequence of the interruption or interference commencing the date the restrictions on the **Premises** were applied for a period not exceeding three months thereafter.

The maximum amount payable under this Extension shall not exceed in respect of any one loss GBP 5,000

### New Business

For the purpose of any claim arising from **Damage** occurring before the completion of the first years trading of the **Business** at the **Premises** Definitions **Annual Gross Rentals** and **Standard Gross Rentals** shall bear the following meanings and not as within stated;

#### Annual Gross Rentals

The proportional equivalent for a period of twelve months of the **Gross Rentals** realised during the period between the commencement of the **Business** and the date of the **Damage**

#### Standard Gross Rentals

The proportional equivalent for a period equal to the **Indemnity Period** of the **Gross Rentals** realised during the period between the commencement of the **Business** and the date of the **Damage**

To which adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variation in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business**



had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

### Other Insurances

If at the time of any **Damage** resulting in a loss under this Section there be any other insurance effected by or on **Your** behalf covering such loss or any part of it the liability of the **Underwriters** hereunder shall be limited to its rateable proportion of such loss.

### Payments on Account

Following an **Insured Event** the **Underwriters** will make monthly payments on account during the **Indemnity Period** to **You** if desired.

### Professional Accountants Charges

The **Underwriters** will indemnify **You** in respect of fees payable by **You** to **Your** professional accountants for producing any particulars or details contained in **Your Business** books or documents or other such proofs information or evidence as the **Underwriters** may require under the terms of the Claims Duties section of the **Policy** Conditions and reporting that such particulars or details are in accordance with **Your Business** books or documents.

### Rent Free Period

If at the date of the **Damage** any **Premises** are subject to a rent free period under the terms of the lease then the **Indemnity Period** stated in the **Schedule** shall be adjusted by adding the unexpired portion of the rent free period to the number of years shown in the **Schedule** provided that the **Underwriters** liability does not exceed the **Sum Insured** stated in the **Policy**.

### Value Added Tax

To the extent that **You** are registered with and accountable to or should, according to the applicable laws at the time, be registered with and accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

## SECTION 3 – PROPERTY OWNERS LIABILITY

### COVER

Following an **Insured Event** the **Underwriters** will indemnify **You** against all sums **You** shall become legally liable to pay including claimants costs and expenses arising out of an event(s) occurring during the **Period of Insurance** that causes;

- a) **Injury** to any person other than an **Employee**; or
- b) loss of or damage to material property

caused solely and directly by:

- a) any activity of the **Insured** in the course of **Renovations** or site visits to the **Premises**, without contribution in any material way to the **Injury** or damage by any act, omission, activity or operation of any other party while that party is carrying on trading activities of any kind on or at the **Premises**; or
- b) a defect in the physical state of the **Premises** which has not been caused or contributed to in any material way by any act, omission, activity or operation of any other party while that party is carrying on trading activities of any kind on or at the **Premises**.

occurring within the **Territorial Limits**

Besides the above, there will be no indemnity of the **Insured** for any liability in respect of any accidental **Injury** to any person, or loss of or damage to material property, under this section of the **Policy**, and it is the responsibility of the **Insured** to effect its own public liability insurance to cover any such liability

Cover under this Section extends to Indemnify **You** in respect

- a) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; or
- b) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

occurring within the **Territorial Limits**

This extension applies only in respect of the **Insured's** liability where the relevant circumstance listed above has been solely and directly caused by the acts or omissions of the **Insured**.

Where liability of the **Insured** arising out of the relevant circumstance has been caused or contributed to in any material way by any act, omission, activity or operation of any other party while that party is carrying on trading activities of any kind on or at the **Premises**, there will be no indemnity of the **Insured**, and it will be the responsibility of the **Insured** to effect its own public liability insurance to cover any such liability.

### Additional Persons Insured

This Section shall extend to include in the event of the death resulting from **Injury** of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.

At **Your** request the **Underwriters** will indemnify under the terms of this Section **Your** directors or **Employees** in respect of liability arising in connection with the ownership of the **Premises** described in the **Schedule**

Provided always that;

- a) each such additional person insured shall as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- b) the **Underwriters** shall retain the sole conduct and control of all claims.

### Compensation for Court Attendance

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

- a) any director or partner GBP 250
- b) any **Employee** GBP 100

## Corporate Manslaughter and Corporate Homicide Act 2007

Cover under this Section extends to indemnify **You** in respect of legal costs and expenses incurred with **Underwriters'** priorwritten consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the **Period of Insurance** in the course of the **Business**. Provided always that:

- a) **Underwriters'** liability under this extension shall not exceed GBP5,000,000 in any one **Period of Insurance** or the **Limit of Indemnity** stated in the **Schedule** whichever is the lesser. This limit will form part of and not be in addition to the **Limit of Indemnity** stated in the **Schedule**
- b) This Extension shall apply only to proceedings brought in Great Britain, Northern Island, the Channel Islands or the Isle of Man
- c) **Underwriters** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **Your** behalf
- d) **You** shall give immediate notice to **Underwriters** of any summons or other process served upon **You** which may give rise to proceedings under this extension
- e) In relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) **Underwriters** shall be under no liability;
  - i) Where **You** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) In respect of fines or penalties of any kind
  - iii) In respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of breach of;
    - 1. The Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
    - 2. The Food Safety Act 1990 or any regulations made thereunder
    - 3. The Consumer Protection Act 1987 or any regulations made thereunder
  - iv) Where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- g) Where the **Underwriters** have already indemnified **You** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with the corporate manslaughter or corporate homicide under another section of the **Policy** the amount paid under that section will be taken into account in arriving at the **Underwriters'** liability payable under this extension.

## Cross Liabilities Clause

**You** so named shall be considered as a separate and distinct entity and the word **You** shall be construed as applying to each of **You** in the same manner as if a separate **Policy** had been issued to each.

Provided always that the liability of the **Underwriters** for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed in the aggregate the **Limit of Indemnity** stated in the **Schedule** irrespective of the number of insured parties involved.

## Defective Premises Act

This Section subject otherwise to the terms of the **Policy** and within the **Limit of Indemnity** extends to indemnify **You** against liability for **Injury** or **Damage** arising solely by reason of Section 3 of the Defective **Premises** Act 1972 or Article 5 of the Defective **Premises** (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the **Business** and since disposed of by **You** provided that;

- a) this extension shall not indemnify **You** in respect of **Damage** to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect therein
- b) the **Underwriters** will not be liable under this extension if **You** are entitled to indemnity under any other insurance.

## Discharge of Liability Clause

The **Underwriters** may pay the **Limit of Indemnity** or any lesser amount for which any claim or claims against **You** can be settled and the **Underwriters** shall be under no further liability in respect of such claim or claims except for costs or expenses incurred

prior to the date of such payment.

### Limit of Liability

The liability of the **Underwriters** for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the **Limit of Indemnity** stated in the **Schedule** irrespective of the number of insured parties involved.

In addition the **Underwriters** will pay;

- a) all other defence costs and expenses incurred with their prior written consent
- b) the legal costs and expenses incurred with their written consent for the defence of prosecution brought under Section 36 or 37 of the Health and Safety at Work Act 1974 for any alleged offence as detailed in Section 33(1)
  - (a) (b) or (c) of the Act or under the Health and Safety at Work (Northern Ireland) Order 1978 under Article 31 including legal costs and expenses incurred with the consent of the **Underwriters** in an appeal against conviction arising from such proceedings provided that:
    - i) the proceedings relate to the health, safety and welfare of persons other than **Employees**
    - ii) the **Underwriters** will not indemnify **You** in respect of
      1. fines and penalties
      2. costs or expenses insured elsewhere

any one **Period of Insurance**, such amount being included within and not additional to the **Limit of Indemnity**.

### EXCLUSIONS APPLYING TO SECTION 3

The **Underwriters** shall not be liable under this Section for:

- 1) Any liability assumed by **You** by a contract or agreement entered into by **You** and which would not have attached in the absence of such agreement
- 2) Loss of or **Damage** to;
  - i. property belonging to **You**
  - ii. property which is leased, let, rented, hired or lent to or which is the subject of a bailment to **You**
  - iii. **Injury**, loss or **Damage** caused by or in connection with or arising out of the ownership, possession or use by or on behalf of **You** of any;
    - a) Aircraft, hovercraft or watercraft
    - b) mechanically propelled vehicle or trailer attached thereto (other than motorised garden implements whilst stored at the **Premises** or being used to maintain the land at the **Premises** described in the **Schedule**) and, any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation.
    - c) lift, elevator, hoist, crane, steam boiler or other apparatus operating under pressure, for which a statutory inspection **Policy** is required but not in force at the time of the **Injury**, loss or **Damage**
- 3) any sums for which **You** are/ or becomes liable to pay as a result of any claim(s) made against **You** or for any associated defence costs or expenses of any kind from any liability arising directly or indirectly out of;
  - a) loss or alteration or **Damage** to, and/or
  - b) a reduction in the functionality availability or operation of a **Computer System** or programme, hardware, data information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of **Your** e-activities.

For the purpose of this exclusion, e-activities means any use of electronic networks including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar medium carried out by the **Insured** or by any person, persons, partnership, firm or company acting for **You** or on **Your** behalf.
- 4) any sums **You** are/ or become liable to pay but for the existence of the Section would be covered elsewhere except in respect of any **Excess** beyond the amount payable under such other insurance had this insurance not been effected.

## POLICY EXCLUSIONS

The following **Policy** Exclusions are applicable to all Sections unless otherwise stated:

### Asbestos Exclusion

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

### Building Works Exclusion

This **Policy** does not cover any loss, **Damage** or liability caused by or arising out of **Building Works** at the **Premises**.

### Contamination, Pollution and Disease Exclusion

Definitions applicable to this exclusion:

#### Epidemic

The sudden, unexpected, large-scale manifestation of an initially locally contained, infectious disease which spreads with great virulence.

#### Pandemic

A worldwide **Epidemic** of a disease as declared by the World Health Organization.

#### Pollution

- a) Pollution or contamination by naturally occurring or man-made substances, forces, and organisms, including, for example,
- i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and
  - ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
- b) all loss, **Damage** or **Injury** directly or indirectly caused by pollution or contamination as stated in a) above.

This **Policy** shall not cover any liability, loss or **Damage** caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause :

- a) **Pollution**, contamination, soot, deposit, impairment with dust, chemical precipitation, adulteration or impurification.
- b) poisoning, disease or illness, **Epidemic**, or **Pandemic** (including any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health
- c) This Exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils;
  - i) Fire, lightning, explosion, impact of aircraft
  - ii) vehicle impact, sonic boom
  - iii) accidental escape of water from any tank, apparatus or pipe
  - iv) riot, civil commotion, malicious damage
  - v) storm, hail
  - vi) flood inundation
  - vii) earthquake
    - viii) landslide, subsidence
    - ix) pressure of snow, avalanche
    - x) volcanic eruption
- d) All other terms and conditions of this **Policy** shall be unaltered and especially the exclusions shall not be superseded by this clause.

## Cyber and Data Exclusion

- a) Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any:
- i) **Cyber Loss**, unless subject to the provisions of paragraph 2;
  - ii) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;  
regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- b) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical damage to **Property Insured** under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, for example, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- c) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by the **Insured** suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
- d) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- e) This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

## Infectious or Contagious Disease Exclusion

Your policy does not cover any loss, damage, liability, cost or expense, in any way caused 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

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

## Institute Radioactive Contamination Exclusion

This clause shall be paramount and shall override anything contained in this **Policy** inconsistent therewith:

In no case shall this **Policy** cover loss **Damage** liability or expense directly or indirectly caused by or contributed to by or arising from;

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## Micro-Organism Exclusion

This **Policy** does not cover any loss **Damage** claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including, for example, any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- a) any physical loss or **Damage to Insured Property**
- b) any **Defined Peril** or cause whether or not contributing concurrently or in any sequence

- c) any loss of use occupancy or functionality
- d) any action required including to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this **Policy** that provides insurance, in whole or in part, for these matters.

### Northern Ireland Overriding Exclusion

Notwithstanding anything within the **Policy** or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this **Policy** does not cover loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of;

- a) civil commotion
- 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** In any action suit or other proceedings where **Underwriters** allege that by reason of the provisions of this exclusion any loss, destruction or **Damage** or consequential loss is not covered by this **Policy** the burden of proving that such loss is covered shall be upon **You**.

### Nuclear Energy Risks Exclusion

This **Policy** shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy** Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

- a) nuclear reactors and nuclear power stations or plant.
- b) any other premises or facilities whatsoever related to or concerned with:
  - i) the production of nuclear energy or
  - ii) the production or storage or handling of nuclear fuel or nuclear waste
- c) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

### Sonic Bangs Exclusion

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

### Terrorism Exclusion

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, **Damage**, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Endorsement an act of **Terrorism** means an act including, for example, 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.

This clause also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

If **Underwriters** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

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

### War and Civil War Exclusion

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss **Damage** directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil

war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority

### **Sanctions Limitation and Exclusions Clause**

No **Underwriter** shall be deemed to provide cover and no **Underwriter** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that **Underwriter** to any sanction, prohibition or restriction under the United National resolutions or the trade or Economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



# POLICY CONDITIONS

The following **Policy** Conditions are applicable to all Sections unless otherwise stated:

## Applicable Law

This **Policy** shall be governed by and construed in accordance with the laws of England and Wales.

## Arbitration

If any difference shall arise as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Underwriters**.

## Asbestos

This **Policy** only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically **Damaged** during the **Period of Insurance** by one of these **Defined Perils**;

Fire, lightning, explosion or aircraft (**Listed Perils**)

This coverage is subject to all limitations in the **Policy** to which this endorsement is attached and in addition to each of the following specific limitations;

- a) the said building or structure must be insured under this **Policy** for **Damage** by a **Listed Peril**.
- b) the **Listed Peril** must be the immediate sole cause of the **Damage** to the asbestos.
- c) the **Insured** must report to the **Underwriters** the existence and cost of the **Damage** as soon as practicable after the first **Listed Peril Damaged** the asbestos.

However, this **Policy** does not insure any such **Damage** first reported to the **Underwriters** more than 12 (twelve) months after the expiration or termination of the **Period of Insurance**.

This **Policy** shall provide no cover (whether for physical **Damage** business interruption delay of repair or other consequential loss) in respect of;

- a) wear and tear or inherent defect, quality or vice in or of any asbestos
- b) any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design, manufacture, installation, use, retention, treatment, management, repair, replacement or removal of any asbestos (**Damaged** or otherwise) or any asbestos which the **Listed Peril** has not physically **Damaged**.

## Cancellation

### Prior to the start of the Period of Insurance

If **You** decide to cancel this **Policy** and **You** provide **Us** with **Your** written instruction before the start of the **Period of Insurance** and no cover is to be provided by **Us**, **You** will be entitled to a full refund of the premium.

### During the cooling-off period of fourteen (14) days

**You** have the statutory right to cancel this **Policy** within fourteen (14) days from the purchase of this **Policy** or its renewal date or from the day on which **You** receive this **Policy** or renewal documentation, whichever is the later.

- To cancel this **Policy** please write to **Your** insurance adviser or Matrix Underwriting Management Limited to confirm **Your** requirements.
- Upon receiving **Your** instructions **We** will cancel this **Policy**:
  - where **You** request that no cover is to be provided by **Us**, **You** will be entitled to a full refund of premium; alternatively
  - where **You** request this **Policy** coverage to be operative for a limited number of days within the cooling-off period **You** will be entitled to a refund of premium paid, less a deduction for any time for which **We** have provided cover. This is calculated in proportion to the time **We** have provided cover provided there have been no claims or

circumstances that have occurred which may give rise to a claim under this **Policy**, in which case no premium will be refunded.

- If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the full premium.

### After the cooling-off period

**You** may cancel this **Policy** at any time by giving notice in writing to **Your** insurance adviser or Matrix Underwriting Management Limited .

- Upon receiving **Your** instructions, **We** will cancel this **Policy** and provided there have been no claims or circumstances that have occurred which may give rise to a claim under this **Policy**, **You** will be entitled to a refund of premium paid less a deduction for any time **We** have provided cover. This is calculated in proportion to the time **We** have provided cover unless a minimum premium has been accepted by **You** increases this calculated amount.
- Cancellation outside the cooling-off period may also incur an administrative charge of up to 10% of the unexpired annual premium , to cover the administrative cost accepted by **You** for providing the insurance.
- If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.

### Our Cancellation Rights

**We** can cancel this insurance by giving **You** thirty (30) days' notice in writing.

**We** will only do this for a valid reason.

Valid reasons are:

- a) non-payment of premium in which case cancellation is effective from the start date of the **Period of Insurance**. This has the same effect as if **You** have never had any cover or protection from this **Policy**.
- b) a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- c) **Your** non-cooperation or failure to supply any information or documentation **We** request;
- d) **Your** threatening or abusive behaviour or use of threatening or abusive language
- e) **You** commit fraud.

If this **Policy** is cancelled then, provided a claim or the possibility of a claim has not been notified to **Us** **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered.

If **We** decide to cancel this **Policy** Matrix Underwriting Management Limited will do so by sending **You** a letter of cancellation to **Your** last known address.

### Claims – Your Duties

Upon discovery of an event that may give rise to a claim **You** must comply with the reporting period set out in Page 15 of this **Policy** and ;

- a) General applicable to all Sections;
  - i) take all practicable steps to recover property lost and otherwise minimise the claim
  - ii) inform the Police immediately and **Underwriters** within 14 days if the **Damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances
  - iii) give all information and assistance the **Underwriters** may require in a timely manner
- b) Applicable to Section 1 –Buildings;

Within 30 days or such further time as the **Underwriters** may in writing allow, deliver to the **Underwriters** a written claim providing at **Your** own expense, all details proofs and information regarding the cause and amount of **Damage** as the **Underwriters** may reasonably require including any other insurances on any **Property Insured** by this **Policy** and (if demanded) a statutory declaration of the truth of the claim and of any related matters.

If any **Property** by Section 1 is to be reinstated or replaced by the **Underwriters**, **You** shall at **Your** own expense provide all such plans documents books and information as may be reasonably required.

In certain circumstances **Underwriters** may require sight of freehold title or the lease which must be provided by **You** within 30 days of any such a request.

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

c) **Applicable to Section 2 Rental Income**

- i) within 14 days after the expiry of the **Indemnity Period** or within such further time as the **Underwriters** may in writing allow at **Your** own expense deliver to the **Underwriters** a statement setting out particulars of the claim together with details of all other insurances covering any part of the **Damage** or resulting loss of rental income
- ii) **You** shall at **Your** own expense also provide the **Underwriters** with such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence as may be required by the **Underwriters** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter.

No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non compliance therewith in any respect any payment on account of the claim already made shall be repaid to the **Underwriters** immediately.

d) **Applicable to Section 3 – Property Owners Liability**

- i) not make or allow to be made on their behalf any admission offer promise payment or indemnity without the written consent of the **Underwriters**
- ii) immediately forward to the **Underwriters** every letter claim writ summons and process immediately upon receipt without acknowledgement
- iii) advise the **Underwriters** in writing immediately they have any knowledge of any impending prosecution inquest Fatal Accident or Ministry Enquiry.

## Claims – Underwriters’ Rights

The **Underwriters**;

- a) On the happening of **Damage** in respect of which a claim is made may without thereby incurring any liability or diminishing any of the **Underwriters’** rights under this **Policy** enter, take or keep possession of the **Premises** where such **Damage** has occurred and take possession of or require to be delivered to the **Underwriters** any property and deal with such property. No property may be abandoned to the **Underwriters** whether taken possession of by the **Underwriters** or not.
- b) shall have full discretion in the conduct of any proceedings and in the settlement of any claim where **Underwriters** have agreed to provide indemnity under this **Policy**, or
- c) in the event the amount of claim is reduced under the Claims & Remedy Condition:
  - i) **Underwriters** shall retain their sole rights to conduct the claim including **Your** proportion but all defence costs shall be met by **Underwriters**, or
  - ii) **You** may elect to conduct **Your** proportion of the claim and shall be responsible for **Your** own costs.

## Contracts (Rights of Third Parties) Act

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

## Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any **Damage** be occasioned by the wilful act or with **Your** connivance then **Underwriters** shall be entitled:

- a) not to pay the claim,
- b) recover from **You** any sums paid by the **Underwriters** to **You** in respect of the claim, and
- c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated the **Underwriters** shall be entitled to refuse all liability under the **Policy** in respect of any relevant event occurring after the time of the fraudulent act, and not return any of the premiums paid under the **Policy**.

### Non Invalidation

The **Policy** of insurance shall not be invalidated if there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage** which is unknown to **You** provided that, immediately **You** become aware thereof **You** shall give notice to **Underwriters** and pay an additional premium if required.

### Subrogation

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

The **Underwriters** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at their own expense and for their own benefit any claim for indemnity or damages or otherwise

# COMPLAINTS PROCEDURE

## How to complain

### 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

At AmTrust Europe Limited, **We** are committed to providing a high level of service at all times but, if **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so **We** can try to put things right. If **You** wish to make a complaint about a claim under **Your Policy** please contact:

Complaints Department  
AmTrust Europe Limited  
Market Square House  
St James's Street  
Nottingham  
NG1 6FG

Email: [complaints@amtrusteu.co.uk](mailto:complaints@amtrusteu.co.uk)

Telephone: 0115 934 9852 (lines are open 9am to 5pm, calls are charged at standard rate)

**We** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and provide our response within four weeks. If it will take **Us** longer than four weeks **We** will explain the current position and let **You** know when **You** can expect our response.

### Referring your complaint to the Financial Ombudsman Service

In the event that **You** are unhappy with our response to **Your** complaint, or **You** have not received our response within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **You** must do so 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 and the service they provide is free and impartial. Their contact details are as follows:

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

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

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

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

### Financial Services Register

**Your** rights as a customer to take legal action are not affected by the existence or use of the complaints procedure

mentioned above. However the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

**Financial Services Compensation Scheme (FSCS)**

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet our obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at: [www.fscs.org.uk](http://www.fscs.org.uk) or be contacted on 0207 741 4100.

**You** can check the above details on the Financial Services Register by visiting the FCA website: [www.fca.org.uk](http://www.fca.org.uk)

# PRIVACY AND DATA PROTECTION NOTICE

## 1. DATA PROTECTION

**We** are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at [www.amtrusteurope.com](http://www.amtrusteurope.com).

## 2. SENSITIVE PERSONAL DATA

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as 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. Such data will only be used for the specific purposes set out in **Our** notice.

## 3. HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safe-guard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

## 4. DISCLOSURE OF YOUR PERSONAL DATA

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

## 5. INTERNATIONAL TRANSFERS OF DATA

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and the European Economic Area (“EEA”). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

## 6. YOUR RIGHTS

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

## 7. RETENTION

**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 (10) years following the expiry of the insurance contract, 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.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer, AmTrust International - please see website for full address details**.

Matrix Underwriting Management Limited’s privacy notice can be reviewed at: <https://www.matrixunderwriting.co.uk/agency/>