

# Matrix Underwriting Management Ltd



Property Owners Policy Wording

## Matrix Underwriting Management

Hornigals, Little Tey Road, Feering, Essex, CO5 9RS

This is to Certify that in accordance with the authorisation granted by **Insurers** pursuant to the terms of a binding authority granted under the unique market reference number (UMR) specified in the Schedule to the undersigned and in consideration of the premium specified herein, the said **Insurers** are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

**Insurers** hereby agree to the extent and in the manner hereinafter provided, to indemnify **You** against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.

PROVIDED always that:

1. the liability of **Insurers** shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of **Insurers**
2. this **policy** does not cover any item or Section for which there is no Sum Insured or Limit shown against that Item or Section in the Schedule
3. the subscribing **Insurers'** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Insurers** are not responsible for the subscription of any co-subscribing **Insurer** who for any reason does not satisfy all or part of their obligations.
4. The proportion of liability under this contract underwritten by a company (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.
5. In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that members proportion. A member is not jointly liable for any other members' proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract.
6. Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this **policy** has been signed on behalf of the **Insurers** stated in the Schedule by

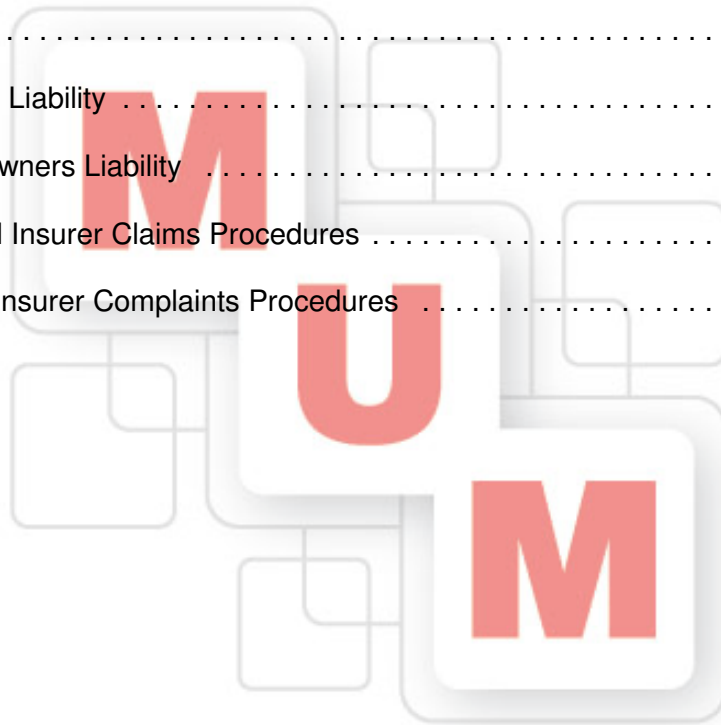
*Matrix Underwriting Management Ltd*

This **policy** is made and accepted subject to all the provisions, conditions and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

**We** will indemnify or compensate **You**, by payment or, at **Our** option, by replacement, reinstatement or repair in the event of loss, destruction, damage, accident or liability occurring during any **period of insurance**, subject to the terms and conditions of the **policy**.

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# Introduction and Your Obligations

It is important that **You** read all **Your** documents carefully and let **Your Agent** know as soon as reasonably possible, and in any case within 3 (three) working days, if the insurance does not meet **Your** requirements or if any information is inaccurate or incomplete.

You are required to make a fair presentation of the risk to **Us**.

If **You** breach **Your** duty to provide a fair presentation and any such breach was deliberate or reckless, **We** may regard the **policy** as void and are not required to return any paid Premium to **You**.

If the breach was not deliberate or reckless, **Our** remedy shall depend upon what **We** would have done if **You** had complied with the duty of fair presentation:

1. **We** may regard the **policy** as void if **We** would not have entered into the **policy** on any terms in the absence of the breach. In this case, **We** must return the premium paid.
2. If **We** would have entered into the **policy**, but on different terms (other than terms relating to premium) the **policy** is to be treated as if those different terms applied from the outset, if **We** so require.
3. If **We** would have entered into the **policy** but would have charged a higher premium **We** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

## Material Information

**You** must search for all material information and disclose it to **Us** without misrepresentation. Material information is anything which might reasonably influence **Our** decision to offer **You** insurance or the terms (including the premium) on which any offer is made. It includes facts, circumstances, allegations and events. Material information includes special or unusual facts concerning **You** or **Your Business**, any particular concerns **You** may have which have led **You** to seek or increase **Your** insurance cover and any other facts relevant to the risk taken by **Us**. **You** should assume that all information specifically sought by **Us** is material, whether in a **Statement of Fact**, **Proposal Form** or otherwise.

## Setting Your Sums Insured

This **policy** requires **You** to specify a *Total Sum Insured* for each category of *Property Insured* and/or a *Sum Insured* for individual items of *Property Insured*. For example, if **You** wish to insure several different **buildings** under Section 1, the *Total Sum Insured* for **buildings** should represent the total cost of rebuilding all of these, as explained further below. **You** may also wish to specify a *Sum Insured* for each individual **building**.

For all items other than **buildings** the *Total Sum Insured/Sum Insured* should represent the cost of buying a new replacement of the item(s) in question.

To ensure that **You** recover an adequate indemnity in the event of a loss it is essential that the *Sums Insured* and *Total Sums Insured* are accurate. Otherwise, the amount payable by **Us** in the event of a claim may be reduced in proportion to the amount of any underinsurance. Accordingly, the *Sums Insured* and *Total Sums Insured* should reflect up-to-date cost of rebuilding and /or values (as appropriate) of all items which **You** want to insure.

### Please note:

The cover provided for **Buildings** and *Contents* is on a Reinstatement basis which means that **You** should set the *Sums Insured* and *Total Sums Insured* for these items carefully by reference to the full cost of rebuilding the **Buildings** to a condition equivalent to when new, or replacing the *Contents* with equivalent new items. It is important that **You** include an allowance for the cost of *Debris Removal*, *Professional Fees* and any *Increased Cost of Construction* expenses that would be required in order to reinstate the property were it to be completely destroyed.

The definition of *Gross Profit* for the purposes of an insurance **policy** will often vary from the definition appearing in **Your** accounts.

**We** would strongly recommend that **You** discuss these aspects with **Your Agent**.

## Survey

At presentation and/or renewal **We** may require a survey of some or all of the *Property Insured*.

**Your** obligations in respect of survey requirements are set out more fully in General Condition 18 (Subjectivity) para b).

## The Contract Wording

The Proposal, any Statement of Fact, the **policy**, the Schedule (including any *Schedule* issued in addition or substitution) and any Endorsements shall be considered as one legal document.

## Your Obligations under the policy

The **policy** imposes certain obligations upon **You** which if not complied with may invalidate the insurance or a claim. Some of these obligations are expressed to be **conditions precedent**. Because of the importance of these clauses, which **We** explain below, each time a clause is expressed to be a **condition precedent** **We** have used bold type to draw **Your** attention to it.

### **Conditions Precedent**

**Conditions precedent** are extremely important. If **You** are in breach of any of these obligations at the time of a loss, **We** will have no obligation to indemnify **You** in relation to any claim for that loss. However if a **condition precedent** is intended to reduce the risk of loss of a particular kind, at a particular location or at a particular time, **We** will not rely on the breach of that **condition precedent** to exclude, limit or discharge **Our** liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred. Subject to any other rights which **We** may have under and/or with respect to the validity of the **policy**, the **policy** will remain in existence.

### **Steps to be taken if You cannot comply**

If **You** are unable to comply with any **condition precedent** **You** should contact **Us** as soon as reasonably possible, and in any case within 3 (three) working days, through **Your Agent**. **We** will decide whether **We** might be prepared to agree a variation of the **policy**. All conditions precedent remain effective unless **You** receive written confirmation of a variation from **Us** through **Your Agent**.

## Claims Procedure

General Condition 6. (Claims) explains **Your** obligations on the happening of any event which could result in a claim under this **policy**.

Please also take note of General Condition 10 (Fraud)

If **you** have a claim, or are aware of an incident that could result in a claim, please contact **Your Broker** immediately. They will report the details to Matrix Underwriting Management Ltd who will in turn report the loss to the applicable **insurer**. Please note that cover under **Your policy** may be provided by a number of different **Insurers** so until such time as Matrix Underwriting Management Ltd have full details of **Your** claim they will not know where to direct **Your** claim.

Please make sure that **You** provide us with contact details including a name and a telephone number.

Upon receipt of **Your** claim **Insurers** or their authorised representatives will be in touch with **You** directly.

Individual **Insurer** Claims procedures are shown in appendix 1 to the rear of this document.

## Complaints Procedure:

If **you** have a Complaint which relates to either **your policy** or to a claim which **you** have submitted under **your policy** then please raise this in the first instance with **your** Broker who will aim to resolve **your** concerns by close of the next business day.

If **your** Broker is unable to deal with **your** concerns the matter will be forwarded onto **Your Insurer** via Matrix Underwriting Management Ltd, Hornigals, Little Tey Road, Feering, Essex, CO5 9RS

Individual **Insurer** Complaints procedures are shown in appendix 2 to the rear of this document.

## Definitions

Wherever a word in this document is shown in italics it is for information only and does not form part of the wording.

Wherever the following words appear in bold in this **policy** they shall mean the following:

<b>word/s</b>	<b>means</b>
<b>accidental damage</b>	damage caused by accidental and external means
<b>act of terrorism</b>	an act whether involving violence or the free use of force or not or the threat or the preparation 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) which is designed to or does i) intimidate or influence a de jure or de facto government or the public or a section of the public or ii) disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes or objectives
<b>asbestos</b>	asbestos, asbestos fibres, any derivatives of asbestos and any product containing asbestos, asbestos fibres or any derivatives of asbestos
<b>bodily injury</b>	death, injury, illness, disease or shock
<b>broker/advisor/agent</b>	The intermediary who sold you the <b>policy</b> .
<b>buildings</b>	the buildings and outbuildings including <b>landlords fixtures and fittings</b> , constructed as stated in accordance with details lodged <b>Us</b> , and their foundations, extensions, annexes, gangways, conveniences, outbuildings and sub-stations; walls, fences and gates; piping, ducting, cable wires and associated control gear and accessories, fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines, on the <b>premises</b> or in the buildings and extending to the perimeter thereof or the public mains but only to the extent of <b>Your</b> legal responsibility therefore, yards, car-parks, pavements, pathways and roadways; sanitary ware, fixed glass, fanlights, skylights and partitions for which <b>You</b> are legally responsible; all situate at the risk address or locations stated in the schedule
<b>business</b>	the business stated in the schedule and in respect of the Employers, Public, Property Owners and Products liability Sections of this <b>policy</b> only a) provision and management of catering, social, sports, educational and welfare facilities for the benefit of <b>employees</b> , first aid, medical, ambulance, fire and security services and maintenance of <b>Your premises</b> b) private duties undertaken by an <b>employee of Yours</b> , or, <b>with Your</b> consent, for any director, partner or official of <b>Yours</b> c) ownership and maintenance of buildings, <b>premises</b> and land used in connection therewith d) participation as an exhibitor at trade shows or exhibitions
<b>business hours</b>	the period during which the <b>premises</b> are open for <b>business</b> or otherwise occupied for the purposes of the <b>business</b> by <b>You</b> or any authorised <b>employee</b>
<b>certificate/policy</b>	the use of these words throughout this document and in any schedule or endorsement attaching hereto shall be interchangeable and shall mean this document.
<b>conveyance</b>	means any water and or air and or road and or rail conveyances of every description
<b>employee/s</b>	a) any person under a contract of service or apprenticeship with <b>You</b> or with some other employer and who is supplied to or hired to or borrowed by <b>You</b> b) any labour master or labour only sub-contractor or any person supplied by them c) any self employed person or voluntary helper performing work of a kind ordinarily performed under a contract of service or apprenticeship with <b>You</b> provided that such work is under <b>Your</b> immediate supervision and control d) any person who is engaged under a Government or otherwise authorised work experience, training, study, exchange or similar scheme whilst working for <b>You</b> in connection with the <b>business</b> .
<b>excess</b>	the amount for which <b>You</b> will be responsible and which will be deducted from each and every claim
<b>fixtures and fittings</b>	machinery, plant, trade and office furniture, fixtures, fittings, <b>landlords fixtures and fittings</b> , tenants improvements, blinds and signs and all other contents, as shown in the schedule under the short title of Fixtures and fittings being <b>Your</b> property or for which <b>You</b> are legally responsible but excluding property more specifically insured, glass, neon and illuminated signs, motor vehicles and accessories whilst therein or thereon, <b>money</b> and <b>stock</b>

<b>Insurer, Underwriters, We, Us, Our</b>	wherever the word Insurer, we, us or our appears in this <b>policy</b> or in any Schedule or Endorsement attaching hereto it shall mean the Insurance Company/ies or Lloyd's Syndicate/s stated as the Insurer in the <b>policy</b> schedule as appropriate to each section of cover.
<b>goods</b>	means the insured Property being types of goods stated in the Schedule that are new unused and of recent manufacture but does not include goods shipped on or above deck unless the goods are in fully enclosed metal Containers or We state otherwise in the Schedule
<b>keyholder</b>	<b>You</b> or any person or keyholding company authorised by <b>You</b> who is available at all times to accept notification of faults or alarm signals relating to the intruder alarm installation and attend and allow access to the <b>premises</b>
<b>keys</b>	any items designed and intended to operate locking mechanisms
<b>landlords fixtures and fittings</b>	sanitary fittings, air conditioning and central heating systems and additional fixtures and fittings which form part of the permanent structure of the building
<b>money</b>	current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers cheques, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card, cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers and National Lottery 'Instants' and other scratch cards, all pertaining to the <b>business</b> and belonging to <b>You</b> or for which <b>You</b> are legally responsible
<b>non negotiable money</b>	crossed cheques postal orders <b>money</b> orders bankers drafts national giro drafts and payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card cheque card and debit card sales vouchers and consumer redemption vouchers travel tickets and travel vouchers.
<b>period of insurance</b>	the period stated in the schedule or any other period for which <b>We</b> have agreed to accept and for which <b>You</b> have paid or agreed to pay a premium
<b>personal effects</b>	personal items, clothing, tools and pedal cycles not otherwise insured belonging to directors, partners, <b>employees</b> , customers and visitors
<b>pollution or contamination</b>	pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health
<b>premises</b>	that part of the <b>buildings</b> , situate at the risk address or locations stated in the schedule, occupied by <b>You</b> for the purposes of the <b>business</b>
<b>products</b>	any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by <b>You</b> in connection with the <b>business</b> from the <b>premises</b> and no longer in <b>Your</b> possession or control.
<b>responsible person</b>	<b>You</b> or any person authorised by <b>You</b> to be responsible for the security of the <b>premises</b>
<b>stock</b>	stock and materials in trade and work in progress all pertaining to the <b>business</b> , as shown in the schedule under the short title of Stock being the property of <b>You</b> or held by <b>You</b> in trust or on commission for which <b>You</b> are legally responsible but excluding property more specifically insured
<b>tenant's improvements</b>	tenant's improvements, alterations and decorations, as shown in the schedule under the short title of Tenant's improvements but excluding glass other than that insured by the Property Damage Glass Extension
<b>territorial limits</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
<b>the insured</b>	the person, persons or company named in the schedule
<b>unattended vehicle</b>	any vehicle left without <b>You</b> or any <b>employee</b> or a responsible adult remaining therein at any time other than whilst the vehicle is being loaded, unloaded or refuelled
<b>unoccupied</b>	empty, vacant, unattended or no longer in use for a period of 30 consecutive days or longer
<b>vehicle</b>	any road vehicle together with its trailer or container
<b>working day of the driver</b>	the period in any day during which a <b>vehicle</b> is being used for purposes in connection with the <b>business</b>
<b>you, your</b>	<b>the insured</b> under this <b>policy</b>

# General Conditions

## 1 **Adjustment**

If the premium for this **policy** or any section or any item thereof has been based wholly or partly on any estimates given by **You** then **You** must keep an accurate record of all the relative particulars and such record must at all times be available for examination by **Us**.

Within three months of the expiry of each **period of insurance** (unless stipulated otherwise in any section) **You** must supply to **Us** such particulars as **We** may require and the premium for such expired period will then be adjusted and the difference shall be paid by or returned to **You** as the case may be subject to the retention by **Us** of any minimum premium under this **policy** or any section thereof.

## 2 **Basis of claims settlement**

Following loss, destruction or damage insured by Section 1 - Property Damage, Section 8 - Deterioration of Refrigerated Stock, Section 9 - All Risks or Section 11 - Goods in Transit and subject to the adequacy of the sums insured and to the Limits of liability there under **We** will pay in respect of

- a) **stock** - the cost price of replacing the goods at the time of the loss, destruction or damage
- b) deeds, documents and **business** books - their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein
- c) computer systems records - the value of the materials only together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to **You** of the information contained therein
- d) patterns, models, moulds, plans and designs - the value of the materials only together with the cost of labour expended in reinstatement of such property
- e) directors', partners', **employees**', customers' and visitors' **personal effects** not otherwise insured - the cost of repair or replacement at the time of the loss, destruction or damage after due allowance for wear, tear or depreciation, for an amount not exceeding, in respect of any one person, £500 or such other amount stated by an endorsement in the schedule
- f) rent- the loss of rent payable or rent receivable by **You** for the term of twelve months or such other term stated in the schedule during any period necessary for reinstatement or repair as a result of the **buildings** or any part thereof being rendered uninhabitable due to loss, destruction or damage caused by any of the perils insured by this section provided that **Our** liability for such loss of rent will not exceed such proportion of the sum insured on rent as the period necessary for reinstatement or repair bears to the term of rent insured
- g) all other property including **buildings** – subject to the following Special conditions the cost of reinstatement of the property lost, destroyed or damaged

Definition - for the purposes of Basis of claims settlement sub-paragraph g) only reinstatement means

- a) the rebuilding or replacement of the property lost, destroyed or damaged which provided **Our** liability is not increased may be carried out
    - i) in any manner suitable to **Your** requirements
    - ii) upon another site
  - b) the repair or restoration of property damaged
- in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special conditions

- 1 No payment beyond the amount which would have been payable in the absence of Basis of claims settlement sub-paragraph g) shall be made
  - a) unless reinstatement commences and proceeds without unreasonable delay
  - b) until the cost of reinstatement shall have actually been incurred
  - c) if the property insured at the time of its loss, destruction or damage shall be insured by any other insurance effected by or on behalf of **You** which is not upon the same basis of claims settlement.
- 2 **Our** liability for reinstatement of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- 3 All the terms and conditions of the **policy** shall apply:
  - a) in respect of any claim payable under the provisions of this Basis of claims settlement subparagraph except in so far as they are varied hereby
  - b) where claims are payable as if this Basis of claims settlement sub-paragraph had not been incorporated
- 4 General Condition 20 – Underinsurance is deemed to read  
If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement of the whole of the property covered by any item subject to this Basis of claims settlement subparagraph exceeds its sum insured at the commencement of any loss, destruction or damage, then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable proportion of the loss
- 5 Where for any reason no payment is to be made on the basis of reinstatement (liability being otherwise admitted) then **Our** liability will be arrived at as if this basis of claims settlement had not been incorporated herein and sub-paragraph g) shall then be deemed to read all other property including **buildings** - in the case of **buildings**, the value of the **buildings** at the time of the loss, destruction or damage, or the amount of such loss, destruction or damage as the case may be, after due allowance for wear, tear or depreciation or at its option replace, reinstate or repair the lost, destroyed or damaged property and in the case of all other property, the cost of repair or replacement at the time of the loss, destruction or damage after due allowance for wear, tear or depreciation.



### 3 **Cancellation**

**You** may cancel this **policy** by giving written instructions to Matrix Underwriting Management

- a) within 14 days of issue, returning the **policy** document and schedule and receive a full refund of premium but if there has been an incident which has resulted or could result in a claim, **You** must reimburse **Us** for any amounts **We** have paid or may be required to pay, in respect of that incident
- b) after 14 days of issue and receive pro rata proportional refund of the premium in respect of the unexpired term of this **policy** unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**;
  - i) if the cancellation occurs in the first **period of insurance** a maximum administration charge of 10% of the premium for that **period of insurance** will be deducted from any refund
  - ii) if the cancellation occurs in any subsequent **period of insurance** a maximum administration charge of 5% of the premium for that **period of insurance** will be deducted from any refund.

**We** may cancel this **policy** or any section by sending a recorded delivery letter to **Your** last known address of giving fourteen days notice. In the event of cancellation by **Us**, **We** will refund a pro rata proportion of the premium paid in respect of the unexpired term of this **policy** unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**. If **You** are paying by monthly instalments **We** may exercise **Our** right to collect the balance of any outstanding premium in the event of a claim.

If **You** have agreed to pay the premiums by instalments and fail to pay any of those instalments, **We** reserve the right to cancel the **policy**.

### 4 **Change in risk**

This **policy** shall cease from the date of the change if

- a) Your interest ceases other than by death or
- b) the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued or
- c) any alteration be made either in the **business** or in the **premises** or in any property therein or in any other circumstances which may increase the possibility of loss, destruction, damage or accidental **bodily injury** covered by this **policy**

at any time after the commencement of this insurance unless **We** have agreed in writing to its continuance.

### 5 **Claims**

It is a **condition precedent** to **Our** liability that on the happening of any event which could result in a claim under this **policy** **You** shall

- a) advise Matrix Underwriting Management as soon as practicable
- b) not make any admission of liability or promise of payment without **Our** written consent
- c) as soon as practicle notify the police following loss, destruction or damage by theft, riot, vandalism or malicious act or if property be accidentally lost
- d) in respect of any loss, destruction or damage to the property insured submit, at **Your** own expense, a claim in writing with all such particulars and proofs as may be reasonably required within
  - i) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikes, labour disturbances or malicious persons
  - ii) thirty days in the case of any other loss, destruction or damage
- e) inform **Us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. Every letter, claim, writ or other document relating to any accident, claim, prosecution or civil proceedings must be sent to **Us** immediately, unacknowledged
- f) give all such information and assistance as **We** may request.

### 6 **Contracts (Rights of Third Parties) Act 1999**

No person, persons, company or other party who is not named as the **insured** in this **policy** shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this **policy**. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

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

Any information **you** provide to **Us** will be processed by **Us** in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

**You** should understand that any information **You** have given **Us** will be processed by **Us** in compliance with the provisions of the Data Protection Act 1998 and any subsequent amendments, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information **We** ask **You** for may be sensitive personal data as defined by the Data Protection Act 1998 (such as information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in Your **policy**. **You** have a right of access to, and correction of, information that **We** hold about You. If **You** would like to exercise either of these rights, **You** should contact Matrix Underwriting Management Ltd

### 8 **Death**

In the event of **Your** death **We** will in respect of liability or loss incurred by **You** indemnify **Your** personal representatives in the terms of and subject to the limitations of this **policy**, provided that such personal representatives shall as though they were **You** observe, fulfil and be subject to the terms and conditions of the **policy** as far as they can apply.

9 **Fraudulent Claims and Dishonest Acts**

If **You**, or anyone acting on **Your** behalf, make a fraudulent or fraudulently exaggerated claim under this insurance, or otherwise seek dishonestly to deceive **Us** during the course of any claim, **We**:

- a) will not be liable to pay the claim; and
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c) may by notice to **You** treat this **policy** as having been terminated with effect from the time of the fraudulent or dishonest act.

If **We** exercise Our rights under c) above **We**:

- a) shall not be liable to **You** for any relevant event which occurs after the time of the fraudulent or dishonest act. A relevant event is whatever gives rise to **Our** liability under this **policy** (for example – if a loss is incurred or **You** make a claim or if **We** are notified of circumstances which may give rise to a claim); and
- b) need not return any premium paid.

10 **Insurance Premium Tax**

The premium will be subject to insurance premium tax as set out in the Finance Act 1994 (or as amended by subsequent legislation) and detailed in the **policy** schedule or renewal notice.

11 **Law applicable**

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

12 **Other insurance**

If at the time of any loss, destruction or damage or at the time of the occurrence of any incident which may result in **You** being held legally liable for the consequences thereof and which is covered under this **policy**, there is any other insurance in force which covers the same loss, destruction, damage or legal liability, **Our** liability will be limited to its rateable proportion.

13 **Reasonable care**

It is a **condition precedent** to **Our** liability that **You** shall at **Your** own expense

- a) take all reasonable precautions to prevent loss, destruction, damage, accident or **bodily injury**
- b) keep the **premises, buildings** and other maintainable property which is insured by this **policy** in a satisfactory state of repair
- c) comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use inspection and safety of property and the safety of persons
- d) as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be effected as the circumstances may require
- e) exercise due care in the selection and supervision of **employees**.

14 **Reinstatement of sum insured**

It is agreed that in the absence of written notice by **You** or **Us** to the contrary, **Our** liability shall not stand reduced by the amount of any loss, provided **You** undertake to pay any appropriate premium for such automatic reinstatement of cover and implements immediately any recommendations made by **Us** to prevent further loss, destruction or damage and effects all repair or replacement work without delay.

15 **Rights**

In the event of loss, destruction or damage to the property insured **We** will be entitled to enter any building where such loss, destruction or damage has happened and to take and keep possession of such property insured and to deal with the salvage in a reasonable manner and this **policy** shall be proof of leave and licence for such purpose.

No property may be abandoned to **Us**.

16 **Sanctions**

**We** shall not be deemed to provide cover and shall not 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 **Us** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

17 **Security**

It is a **condition precedent** to **Our** liability that **You** shall ensure that all

- a) security devices are put into full and effective operation whenever the **premises** are closed for **business** or left unattended
- b) **keys** and all details of any codes or combinations relating to any part of the intruder alarm installation and any safe or strongroom be removed from the **premises** whenever the **premises** are closed for **business** or left unattended
- c) fire break doors and shutters in the **buildings** be maintained in efficient working order and that the openings protected by such doors and shutters be kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links be kept closed except during **business hours**
- d) security devices shall not be withdrawn, altered or varied without **Our** prior consent

18 **Subjectivity**

The Proposal, any Statement of Fact, the **policy**, the Schedule (including any *Schedule* issued in addition or substitution) and any Endorsements shall be considered as one legal document.

- a) **We** will clearly state in the schedule if the cover provided by the **policy** is subject to **You**
- i) providing **Us** with any additional information requested by the required date(s)
  - ii) completing any actions agreed between **You** and **Us** by the required date(s)
  - iii) allowing **Us** to complete any actions agreed between **You** and **Us**.
- b) If required by **Us** **You** must allow **Us** access to the **premises** and/ or the **business** to carry out survey(s) within 60 days of the inception or renewal date unless **We** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates) **We** may, at **Our** option

- i) modify **Your** premium
- ii) issue a mid-term amendment to **Your policy** or section terms and conditions
- iii) require **You** to make alterations to the **premises** insured by the required date(s)
- iv) exercise **Our** right to cancel the **policy**
- v) leave the **policy** or section terms and conditions and the premium unaltered

**Our** decision will be notified to **You** and where applicable specify the date(s) by which any action(s) agreed needs to be completed by **You** and/ or any decision by **Us** will take effect.

**Our** requirements and decisions will take effect from the date(s) specified unless and until **We** agree otherwise in writing. If **You** disagree with **Our** requirements and/ or decisions **We** will consider **Your** comments and where **We** consider appropriate will continue to negotiate with **You** to resolve the matter to **Your** and **Our** satisfaction.

In the event that the matter cannot be resolved **We** may exercise **Our** right to cancel this **policy** in accordance with the terms of General Condition 4 Cancellation.

Except where stated all other **policy** and section terms and conditions will continue to apply.

The above conditions do not affect **Our** right to void the **policy** if **We** discover information material to **Our** acceptance of the risk.

19 **Subrogation**

Before or after **We** have indemnified **You** **We** will be entitled to undertake in **Your** name and on **Your** behalf the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of anything covered by this **policy**.

20 **Underinsurance**

Each item insured under Section 1 – Property Damage, Section 8 – Deterioration of Refrigerated Stock and Section 9 – All Risks is declared to be subject to this underinsurance condition. If the property insured by such item shall at the commencement of any loss, destruction or damage hereby insured against be collectively of greater value than such sum insured, then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable proportion of the loss.

Whenever this General Condition applies to a claim the provisions of this condition shall precede the application of any **excess** relevant to that claim.

# General Exclusions

We will not be liable for

- 1 loss, destruction or damage to any property whatsoever or any loss or expenses or any consequential loss or **bodily injury** or any legal liability of whatsoever nature directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

## **Radio Contamination & Explosive Nuclear Assemblies**

nuclear energy or radioactivity of any kind including but not limited to

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

## **Biological or Chemical materials**

any chemical, biological, bio-chemical or electromagnetic weapon

## **War Invasion act of foreign enemy, hostilities**

war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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

## **Terrorism**

an **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism** (other than in respect of **bodily injury** to an **employee** arising out of and in the course of employment in the **business**). If **We** allege that by reason of this subparagraph any loss, destruction, damage, cost, expense, consequential loss or **bodily injury** is not covered by this **policy** the burden of proving the contrary shall be upon **You**

## **Pressure waves**

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

## **Confiscation, nationalisation**

confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority

## **Electronic Data**

erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any computer system, or any hardware, program, software, data, information repository, disk, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether **Your** property or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus.

- 2 **Pollution or Contamination** (Not applicable to the Employers, Public, Property Owners and Products Liability Sections)
  - a) loss, destruction or damage to property caused by **pollution or contamination** except (unless otherwise excluded) loss, destruction or damage to the property insured caused by
    - i) **pollution or contamination** which itself results from a contingency hereby insured against (other than by leakage of oil or by **accidental damage** to underground service pipes or cables) which comprises a sudden identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the **period of insurance**
    - ii) any contingency hereby insured against (other than by leakage of oil or by **accidental damage** to underground service pipes or cables) which itself results from **pollution or contamination**
  - b) expenses, fines, penalties, remediation costs or other costs incurred or sustained or imposed on **You** which result from the order of any government agency, Court or an other authority, in connection with any **pollution or contamination** or other environmental impairment including seepage from any cause.
  - c) loss under Section 2 - Business Interruption of this **policy** resulting from **pollution or contamination** but this will not exclude loss resulting from damage at the **premises** to property used by **You** for the purpose of the **business** (unless otherwise excluded) caused by
    - i) **pollution or contamination** at the **premises** which itself results from a contingency hereby insured against (other than by leakage of oil or by **accidental damage** to underground service pipes or cables) which comprises a sudden, identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the **period of insurance**
    - ii) any contingency hereby insured against (other than by leakage of oil or by **accidental damage** to underground service pipes or cables) which itself results from **pollution or contamination**
    - iii) human infectious or contagious disease

- 3 loss, destruction or damage

**Application of Heat**

to property undergoing any process involving the application of heat

**Over running, pressure, self heating**

to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire

**Theft by Your Household**

arising from theft or attempted theft where **You** or any director, partner or **employee** of **Yours** or any member of **Your** family or household be concerned as principal or accessory

**Ceased to trade, unfurnished**

due to theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware

- i) during any period when the **business** has ceased to trade whether the **premises** are unfurnished or otherwise
- ii) whilst the **buildings** are unfurnished or untenanted

**Disappearance**

due to disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information

- 4 **Northern Ireland**

loss, destruction or damage or any expense or consequential loss happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss, destruction or damage or any expense or consequential loss by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons. If **We** allege that by reason of this subparagraph any loss, destruction, damage, cost, expense, consequential loss or **bodily injury** is not covered by this **policy** the burden of proving the contrary shall be upon **You**

5. **Mould, Mildew**

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 but not limited to any substance whose presence poses an actual or potential threat to human health regardless whether there is

- a) any physical loss or damage to insured property
- b) any insured peril or cause whether or not contributing concurrently or in any sequence
- c) any one loss occupancy or functionality or
- d) any action required including but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns.

6. **Asbestos**

any damage, cost or expense or legal liability directly or indirectly caused by arising out of, resulting as a consequence of or related to

- a) the use of
- b) the exposure to
- c) the inclusion in any structure (whether an insured property or not) of
- d) pollution or contamination by
- e) the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale of 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. (This exclusion is not applicable to the Employers, Public, Property owners or Products liability sections of this **policy** which each have their own asbestos related exclusion)

7. **Misuse of the Internet and extra-net**

Liability arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via **Your** own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means.

8. **Electronic cyber liabilities**

Loss or Damage associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability.

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:-

- a) the response of a computer to any date or date change or;
- b) the failure of a computer to respond to any date or date change or;
- c) the loss of or denial of access to any data either your own or third party or;
- d) any Loss of or Damage to or change or corruption in data or software on a computer or computer system or;
- e) any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information.

# Section 1 - Property Damage

## Cover

We will indemnify You in respect of loss, destruction or damage occurring at the **premises** to the property insured described in the schedule or any part of such property caused by the following insured perils

- 1 fire (whether resulting from explosion or otherwise) not occasioned by or happening through
  - a) its own spontaneous fermentation or heating
  - b) earthquake or subterranean fire
- 2 lightning
- 3 explosion but excluding loss, destruction or damage (other than loss, destruction or damage by fire resulting from explosion)
  - a) caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control
  - b) in respect of and originating in any vessel machinery or apparatus or its contents, belonging to or under **Your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus shall be the subject of a **policy** or other contract providing the required inspection service
- 4 aircraft and other aerospace devices or articles dropped therefrom
- 5 theft or any attempt thereat involving
  - a) forcible and violent entry to or exit from the **premises** or, when the **buildings** only are insured, forcible and violent entry to or exit from the **buildings**
  - b) assault or violence or threat thereof to **You** or any of **Your employees** but excluding loss, destruction or damage to property from a garden, yard, open space or any open fronted or open sided building therein
- 6 riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation but excluding loss, destruction or damage caused in Northern Ireland or resulting from cessation of work
- 7 malicious persons not acting on behalf of or in connection with any political organisation but excluding loss, destruction or damage by theft or any attempt thereat
- 8 earthquake or subterranean fire
- 9 impact by any mechanically propelled vehicle (whether the vehicle be licensed for normal road use or not) or by goods falling therefrom or by animals but excluding loss or destruction of or damage to property in transit
- 10 storm but excluding loss, destruction or damage
  - a) caused by
    - i) the escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam
    - ii) inundation from the sea, whether resulting from storm or otherwise
    - iii) frost, subsidence, ground heave or landslip
  - b) attributable solely to change in the water table level
  - c) to fences and gates and loose or moveable property in the open
- 11 flood but excluding loss, destruction or damage
  - a) caused by frost, subsidence, ground heave or landslip
  - b) attributable solely to change in the water table level
  - c) to fences and gates and loose or moveable property in the open
- 12 bursting or overflowing of water pipes, water apparatus or water tanks but excluding loss destruction or damage by water discharged or leaking from any automatic sprinkler installation

- 13 water accidentally discharged or leaking from any automatic sprinkler installation in the **premises** or the **buildings** not occasioned by or happening through
- a) freezing whilst the **premises** or the **buildings** in **Your** ownership or tenancy are empty or disused
  - b) explosion, the blowing up of **buildings**, blasting, earthquake or subterranean fire or heat caused by fire but excluding loss or destruction of or damage to such installation other than that caused by water accidentally discharged or leaking from any such installation
- subject to the following special conditions
- i) **You** shall take all reasonable steps to prevent frost and other damage to any such automatic sprinkler installation and to prevent the freezing of water in any part of such installation and so far as his responsibility extends to maintain all such installations including the automatic external alarm signals in efficient working condition and in the event of any discharge or leakage from any such installation **You** shall do and permit to be done all things practicable whether by removal or otherwise to save and protect the property insured
  - ii) when any changes, repairs or alterations to any such automatic sprinkler installation are proposed written notice thereof is to be given to **Us** and **Our** agreement obtained in writing
  - iii) **We** shall have access to the **premises** and the **buildings** at all reasonable times for the purposes of inspection and if **We** notify **You** of defects in the construction or condition of any automatic sprinkler installation requiring alteration or repair **We** may also at **Our** option by notice in writing suspend this insurance until such alterations or repairs be made and approved by **Us**
- 14 leakage of oil from any fixed installation
- 15 breakage or collapse of television or radio aerials, aerial fittings or masts or satellite receiving equipment but excluding loss, destruction or damage caused by erection, dismantling, repair or maintenance thereof
- 16 falling trees or branches but excluding loss, destruction or damage
- a) caused by felling or lopping carried out by or on **Your** behalf
  - b) to fences and gates and loose or moveable property in the open.
- 17 **accidental damage** but excluding
- a) loss, destruction or damage caused by or specifically excluded from the perils 1-16 above or 18 below
  - b) wear, tear or depreciation or diminution in value
  - c) loss, destruction or damage caused by or arising from or consisting of
    - i) frost, subsidence, ground heave or landslip or from settlement or bedding down of new structures
    - ii) collapse or cracking of **buildings**
    - iii) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
    - iv) faulty or defective workmanship operational error or omission on **Your** part or any **employee of Yours**
    - v) marring, scratching, denting or mechanical or electrical defect, failure, breakdown or derangement
    - vi) atmospheric or climatic conditions or any other gradually operating cause, rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
    - vii) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
    - viii) use of any article contrary to manufacturers' instructions
    - ix) change in temperature colour flavour texture or finish
  - d) loss, destruction or damage to fences and gates and loose or moveable property in the open.
- 18 subsidence or ground heave (of any part of the site on which the **buildings** stand) or landslip but excluding
- a) all such loss, destruction or damage caused by or due to
    - i) settlement or bedding down of new structures
    - ii) compaction of the infill to the floors
    - iii) the settlement or movement of newly made up ground
    - iv) river or coastal erosion or cliff-fall
    - v) defective design or workmanship or the use of faulty or defective materials
    - vi) demolition or structural repairs or alterations to the building
  - b) movement of solid floor slabs unless the foundations beneath the external walls of the building are damaged at the same time by the same cause
  - c) loss or destruction of or damage to fences, gates, hedges, oil-tanks, paths, patios, paved areas or other artificially covered surfaces, swimming pools, tennis courts and walls, free standing walls, unless the main building is damaged at the same time by the same cause
  - d) loss or destruction of or damage to loose or moveable property in the open
  - e) loss, destruction or damage for which compensation is provided by legislation
  - f) the first £1,000 of each and every loss or as otherwise stated in the schedule.

## Additional cover

The cover under this section is extended to include (following loss, damage, or destruction to items specified in the schedule):

### 1. **Architects' and surveyors' fees**

Within the overall limit of the sum insured on **buildings** and other property except **stock**, **We** will pay the cost of architects', surveyors', consulting engineers' legal and other fees necessarily and reasonably incurred in the reinstatement or repair of the property following loss, destruction or damage caused by any peril insured against but excluding fees charged for the preparation of any claim.

### 2. **Buildings theft of fixed materials**

This section extends to include loss, destruction or damage caused by theft or any attempted thereof of fixed materials forming part of the **buildings** but excluding loss, destruction or damage to walls, gates and fences.

**Our** liability will not exceed £5,000 in any one **period of insurance**.

### 3. **Capital additions**

The insurance by this section extends to include

- a) newly acquired and/or newly erected **fixtures and fittings** and **buildings** anywhere within Great Britain, the Isle of Man or the Channel Islands in so far as such property is not otherwise insured
- b) alterations, additions and improvements to existing **fixtures and fittings** and **buildings** at the **premises** but excluding any appreciation in value of such property during the **period of insurance**

Provided that

- i) at any one situation or **premises** **Our** liability shall not exceed 10% of the relevant sum insured on such property stated in the schedule or £500,000 whichever is the lesser
- ii) **You** shall notify **Us** of such capital additions as soon as possible and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **Your** liability for such property
- iii) following such notification the provisions of this clause are fully reinstated.

### 4. **Collusion**

Where Insured peril 5 (*Theft Etc*) is operative this section extends to include loss, destruction or damage caused by theft caused by theft or attempted theft where any **employee of Yours** be concerned as principal or accessory.

Provided that

- a) General Exclusion 3c) shall not apply in respect of the insurance by this extension
- b) such loss or damage is accompanied by visible evidence of forcible and violent entry to or exit from the **premises**.

### 5. **Contents of commons parts**

**We** will indemnify **You** in respect of loss, destruction or damage insured by this section to contents of common parts at the **premises** for an amount not exceeding £25,000 unless otherwise stated in the schedule.

### 6. **Contracting purchaser**

If at the time of loss, destruction or damage to the **buildings** **You** shall have contracted to sell **Your** interest in such **buildings** and the purchase shall not have been but shall be thereafter completed, the purchaser on the completion of the purchase if and so far as the **buildings** are not otherwise insured by or on behalf of the purchaser against such loss, destruction or damage shall be entitled to the benefit of this **policy** so far as it relates to such loss, destruction or damage without prejudice to **Your** rights and liabilities or **Ours** under this **policy** up to the date of completion.

### 7. **Debris removal costs of tenant's contents**

This insurance is extended to include irrecoverable costs necessarily and reasonably incurred by **You** with **Our** consent in removing from the **premises** the debris of contents not belonging to **You** following loss, destruction or damage by an insured peril.

**Our** liability will not exceed £25,000 in any one **period of insurance**.

### 8. **Debris removal costs**

The insurance by each item insuring **buildings** and other property and the sums insured in respect thereof extends to include costs and expenses necessarily incurred by **You** with **Our** consent in

- i) removing debris
- ii) dismantling or demolishing
- iii) shoring up or propping
- iv) clearance of drains

of the portion or portions of such insured property lost, destroyed or damaged by any peril insured against

Provided that **We** will not be liable under this clause for any such costs or expenses

- a) incurred in removing debris except from the site of such insured property so lost, destroyed or damaged and from the area immediately adjacent to such site
- b) arising from **pollution or contamination** of property not insured by this section.

### 9. **Designation**

For the purpose of determining where necessary the item against which any property is insured **We** agree to accept the designation under which such property has been entered in the **Your** books.



**10. Exhibitions**

This section extends to include loss, destruction or damage caused by any peril insured to property insured whilst within the **premises** of any trade, fair, sale, demonstration, show or exhibition within the **territorial limits** at which **You** are participating as an exhibitor, including whilst in transit thereto and therefrom but excluding theft or attempted theft of the property insured from any **unattended vehicle**.

**Our** liability will not exceed £10,000 in any one **period of insurance**.

**11. Extensions**

Except where specifically insured the **buildings** and contents of

- a) **outbuildings**, annexes, tanks, bunds, gangways and conveniences
  - b) extensions adjoining or communicating with main **buildings** described herein
- are deemed to be insured under the most appropriate item operative in the **policy** schedule.

**12. External CCTV equipment and security lighting**

This section extends to include loss, destruction or damage to external CCTV equipment and security lighting at the **premises** for which **You** are legally responsible provided that such property is located and fixed in an inaccessible position.

**Our** liability will not exceed £5,000 in any one **period of insurance**.

**13. Extinguishment expenses**

This section extends to include the reasonable cost of:

- a) refilling fire extinguishing equipment and replacing sprinkler heads used
  - b) resetting fire or intruder alarms
- solely as a consequence of loss, destruction or damage caused by any peril insured.

**14. Foundations**

It is understood and agreed that those portions of the foundations and incombustible floors of **buildings** more than 8cm below the level of the floors of the **lowest storeys** (whether such floors constitute the flooring of the basement or otherwise) are excluded from this insurance, **except where** such portions are within a radius of 60cm around and below any structural column or similar superstructure support.

**15. Incompatibility of computer records**

The insurance by each item insuring **fixtures and fittings** or any item in respect of computing or communication equipment is extended to include

- a) the costs of modification of computing equipment; or
  - b) the costs of replacing computer records including reinstatement of programs and the information thereon
- whichever costs are the lesser, to achieve compatibility in the event that undamaged computer records which are beyond **Your** control are rendered incompatible with replacement computing equipment, where such replacement is consequent upon loss, destruction or damage by any peril insured by this section.

**Our** liability will not exceed £50,000 in any one **period of insurance**.

**16. Interested parties**

Any act or omission by the leaseholder, lessee, mortgagor or **You** or by any tenant occupying or using the **buildings** which increases the possibility of loss, destruction or damage shall not prejudice **Your** interest of the freeholder, lessor or mortgagee. Provided that

- a) such act or omission is entirely without the authority of and is unknown to or beyond the control of the freeholder, lessor or mortgagee
- b) immediately the freeholder, lessor or mortgagee shall become aware of any such act or omission they shall give immediate written notice thereof to **Us** and pay an additional premium if required.

**17. Involuntary betterment**

In the event of loss, destruction or damage to property insured and where new property of like kind and quality is not obtainable, property as similar as possible to that lost, destroyed or damaged and which is capable of performing the same function shall be deemed to be new property of like kind and shall not be considered as betterment to **You**.

Provided that

- a) In the event of replacement with new property, **We** will pay the cost of purchasing and installing technologically current equipment, which is necessitated by incompatibility between
  - i) new equipment installed to replace lost, destroyed or damaged equipment: and
  - ii) undamaged existing equipment at the same or an interdependent location
- b) **We** shall only be liable for the amount sufficient to enable **You** to resume operations in substantially the same manner as before the loss, destruction or damage
- c) **We** shall only be liable for the difference between
  - i) the highest sales value of the undamaged existing equipment at the same or an interdependent location; and
  - ii) the installed cost of the technologically current equipment
- d) For the purposes of the application of any **excess** the loss, destruction or damage and the necessity to replace incompatible equipment shall be regarded as one occurrence.

**Our** liability under this clause is limited to 10% of the agreed reinstatement value of the damaged property or £50,000, whichever is the lesser amount.

18. **Keys**

This section is extended to include the reasonable costs necessarily incurred in replacing locks or **keys** to the **premises** or any safe or strongroom or intruder alarm therein or thereon following their theft or accidental loss

- a) from the **premises** or **Your** home of or any director, partner or **employee** authorised to hold such **keys** or,
- b) anywhere else within the **territorial limits** whilst in **Your** personal custody or any **employee** authorised to hold such **keys**

Provided that **We** will not be liable for the cost of replacing locks or **keys** of any safe or strongroom or intruder alarm following theft of the **keys** if they are left on the **premises** outside **business hours**.

**Our** liability will not exceed £5,000 in any one **period of insurance**.

19. **Landscapes**

This section extends to include costs and expenses incurred by **You** with **Our** consent in repairing or reinstating damage to the landscaped gardens and grounds, at the **premises**, caused by emergency services equipment and personnel attending the **premises** in response to fire or any other peril insured against.

Provided that **You** are legally responsible for the repair or reinstatement of such damage.

**Our** liability will not exceed £50,000 in any one **period of insurance**.

20. **Loss Minimisation and Prevention Expenditure**

This Extension includes costs and expenses necessarily incurred by You with Our consent in

1. preventing or reducing imminent Damage which would have been insured under this Section
2. reducing mitigating or otherwise alleviating Damage insured under this Section during and after the occurrence of such Damage provided that
  - a) the impending Damage was not reasonably foreseeable earlier and would not be the natural outcome if such costs and expenses were not incurred
  - b) the impending Damage did not arise from any defect in the Property insured
  - c) the Damage is not more specifically insured under this or any other **policy** bond indemnity security or other legally binding contract

Our liability under this Extension shall not exceed £25,000 in respect of any one claim

21. **Metered supply charges**

This section extends to include the cost of loss of additional metered supply charges for which **You** are legally responsible arising from loss, destruction or damage at the **premises** caused by any insured peril.

**Our** liability will not exceed £25,000 in any one **period of insurance**.

22. **Non-invalidation**

The insurance by this section shall not be invalidated by any act or omission or by any alteration unknown to or beyond **Your** control whereby the risk of loss, destruction or damage is increased.

Provided that immediately **You** shall become aware of any such act or omission or alteration **You** shall give immediate written notice thereof to **Us** and pay an additional premium if required.

23. **Other interests**

The interest of other parties is noted in this section and the nature and extent of such interest is to be advised to **Us**, if necessary, in the event of any claim.

24. **Public authorities costs**

Within the overall limit of the sum insured on **buildings** and other property except **stock** and following loss, destruction or damage caused by any peril insured, **We** will pay the additional cost of reinstatement necessarily and reasonably incurred solely to comply with European Union Legislation or building or other regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority in respect of

- a) the lost, destroyed or damaged property insured
  - b) undamaged portions thereof
- excluding
- a) any cost incurred in complying with such Legislation or regulations
    - i) in respect of damage occurring prior to the inception of this section
    - ii) under which notice has been served upon **You** prior to the occurrence of any loss, destruction or damage hereby insured
    - iii) for which there is an existing requirement which has to be implemented within a given period
    - iv) in respect of property entirely undamaged
  - b) the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with such Legislation or regulations not arisen
  - c) 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 such Legislation or regulations

Provided that

- 1 the work of reinstatement must be completed within 12 months of the date of the loss, destruction or damage insured or within such additional time as **We** may allow and may be carried out upon another site if such Legislation or regulations so necessitate subject to **Our** liability not being increased
- 2 if **Our** liability under any item of this section apart from this clause shall be reduced by the application of any of the terms and conditions of the **policy** then **Our** liability under this clause in respect of such item shall be reduced in the same proportion

- 3 the total amount recoverable under any item insured by this section in respect of this clause shall not exceed:
  - i) in respect of any property lost, destroyed or damaged its sum insured
  - ii) in respect of undamaged portions of property (other than foundations) 15% of the total amount for which **We** would have been liable had the property been wholly destroyed
- 4 the total amount recoverable under any item insured by this section shall not exceed its sum insured

**25. Service pipes or cables**

This section extends to include the cost of reinstatement or repair following loss, destruction or damage to telecommunications, gas, water and electric service pipes, cables, instruments, meters and the like including their accessories and such property in adjoining yards, roadways or underground belonging to **You** or for which **You** are legally responsible.

**26. Subrogation waiver**

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

- a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **You** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the loss, destruction or damage
- b) any company which is a Subsidiary of a Parent Company of which **You** are yourself a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the loss, destruction or damage.

**27. Temporary removal**

This section extends to include loss, destruction or damage caused by any peril insured to the property insured (other than **stock**) whilst temporarily removed for cleaning renovation repair or other similar purposes, elsewhere on the same or to any other **premises** anywhere within the **territorial limits** including transit by road rail or inland waterway.

Provided that

- a) **Our** liability under this extension in respect of each item insured by this section for loss, destruction or damage occurring elsewhere than at the said **premises** shall not exceed 10% of the sum insured by the item
- b) **We** will not be liable for
  - i) property more specifically insured
  - ii) motor vehicles and motor chassis licensed for normal road use
  - iii) property held by **You** in trust other than **fixtures and fittings**.

**28. Temporary repairs**

This section is extended to include the costs of

- a) securing the site and **premises**
- b) weather proofing **buildings**
- c) the provision of temporary doors for the purpose of weather proofing or securing the building
- d) the necessary boarding up of fixed glass in windows, doors, skylights and fanlights for the purpose of securing the **buildings** necessarily and reasonably incurred following loss, destruction or damage at the **premises** by any peril insured.

**29. Theft damage to the premises**

If this section insures loss, destruction or damage as described by peril 5 of Section 1 – Property Damage then this section is extended to include damage to the **premises** resulting from theft or any attempt thereat

Provided that **the insured** is legally responsible for the repair of such damage.

**30. Trace and access**

In the event of loss, destruction or damage at the **premises** caused by peril 12 or peril 14 as described under Section 1 – Property Damage, this section extends to include costs necessarily and reasonably incurred with **Our** consent in

- a) locating the source of such loss, destruction or damage in order to effect repairs
- b) making good.

**Our** liability will not exceed £15,000 in any one **period of insurance**.

**31. Unoccupied buildings**

Notice is to be given to **Us** when any **buildings** or portions thereof become **unoccupied** by any authorised person or when any such **unoccupied** building or portion thereof is again occupied by any authorised person and a suitable additional premium paid if required.

**32. Workmen**

Workmen are allowed to work at the **premises** for the purposes of effecting any repairs, additions, alterations or decorations without prejudice to this insurance.

## Special Extensions

### 1. **Alternative accommodation**

We will indemnify You in respect the cost of alternative accommodation necessarily and reasonably incurred by any freeholder, lessee or mortgagee of any private residential **premises** following loss, destruction or damage by an insured peril resulting in

- i) such property being uninhabitable
- ii) access to such **premises** being denied by the actions or advice of a governmental or public authority arising from an emergency which is likely to endanger life or property in the vicinity of the property insured whether it is damaged or not.

Provided that **Our** liability will not exceed 10% of the building sum insured allocated to the said **premises** in the **policy** schedule (or appendix thereto) and will only be payable for a period necessary for reinstatement in accordance with the terms and conditions of this **policy**.

### 2. **Unauthorised use of electricity gas or water**

This section is extended to include the cost of metered electricity, gas or water for which **You** are legally responsible arising from use by unauthorised persons occupying or taking possession of the **premises** insured without **Your** consent providing that **You** have taken all reasonable steps to terminate such unauthorised uses as soon as possible after discovery.

**Our** liability will not exceed £25,000 in respect of any one claim.

## Limits of liability

**Our** liability in respect of any one occurrence will not exceed the sum insured against each item in the schedule nor in all the aggregation of the sums insured by this section.

## Basis of claims settlement

As detailed under General Condition 3 Basis of claims settlement.

## Special exclusions

We will not be liable under this section for

### 1. **Outbuildings**

loss or damage to any outbuilding or property stored in any outbuilding other than by Insured Perils 1 to 4 of Section 1 (Fire, Lightning, Explosion and Aircraft) unless such outbuilding be of the same construction and secured in the same manner as the main property insured hereunder and provided that such outbuilding also conforms to any Condition Endorsement or **Warranty** applicable to the main property insured hereunder

### 2. **Basements**

loss or damage to any property stored in any basement cellar or room partially or wholly below ground level caused by any of **the insured** Perils 10 to 14 (Storm, Flood, Burst Pipes, sprinkler leakage and leakage of oil etc) unless stored on racks, pallets or stillage at least 15 cm above floor level.

### 3. **Cash registers**

loss, destruction or damage caused by theft or attempted theft occurring outside **business hours** to any till or cash register unless its drawer has been left in an open position

### 4. **Marine policy**

loss or destruction of or damage to property which, at the time of the happening of such loss or destruction or damage, is insured by or would, but for the existence of this section, be insured by any marine **policy** or policies, except in respect of any **excess** beyond the amount which would have been payable under the marine **policy** or policies had this insurance not been effected

### 5. **Metered services**

loss of metered gas or water other than that covered by Additional cover

### 6. **Self Ignition**

loss, destruction or damage to electrical plant or apparatus caused by self ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self ignition occurs

### 7. **Electronic Data Loss**

loss or damage caused by or consisting of Electronic Data Loss other than

- a) where a Fire or Explosion occurs as a result of Electronic Data Loss which causes damage to Property Insured hereunder directly caused by such Fire or Explosion
- b) to electronic data storage medium specified in the Schedule as a result of an Insured Peril.  
The basis of valuation shall be the cost to repair, replace or restore such medium to the condition that existed immediately prior to the Damage, including the cost of reproducing any Electronic Data contained thereon, providing such medium is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed £50,000 any one occurrence or the sum insured shown in the schedule if less, incurred by **You** in recreating, gathering and assembling such Electronic Data. If the medium is not repaired,

replaced or restored the basis of valuation shall be the cost of the blank medium. For the avoidance of doubt, the cover provided by this paragraph does not insure any amount pertaining to the value of such Electronic Data to **You** or any other party, or any Consequential Loss arising directly or indirectly from Electronic Data Loss, even if the Electronic Data cannot be recreated, gathered or assembled.

For the purpose of this Exclusion 'Electronic Data Loss' means loss (including but not limited to physical loss), damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus and/or the physical loss of the hardware and/or data-storage media and/or data-processing media on which the Electronic Data is stored) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

8 **Consequential Loss**

consequential loss of any kind or description (other than loss of rent when such loss is included in the insurance by this section)

9 **Excess**

the relevant **Excess** as stated in the schedule.

**Waste Condition**

It is a **condition precedent** to **Our** liability hereunder that

- a) all oily or greasy waste and cloths be kept in metal receptacles
- b) all combustible trade waste be deposited in bags, sacks or bins and removed at least once a week, as far as is practicable a safe distance from the **buildings**
- c) all combustible trade waste be removed from the **premises** at least once every two weeks.



## Section 2 - Rent

**Definitions** for the purposes of this section only wherever the following words appear in bold they shall mean the following:

<b>word/s</b>	<b>means</b>
<b>damage</b>	physical loss, destruction or damage by any of the perils insured by Section 1 - Property Damage
<b>indemnity period</b>	the period beginning with the occurrence of the <b>damage</b> and ending not later than the <b>maximum indemnity period</b> thereafter during which the results of the <b>business</b> shall be affected in consequence of such <b>damage</b>
<b>maximum indemnity period</b>	the term stated in the schedule
<b>gross rent receivable</b>	the <b>money</b> paid or payable to <b>You</b> for tenancies and accommodation and other charges and services rendered in the course of the <b>business</b> at the <b>premises</b>

### **Cover**

**We** will indemnify **You** by payment in accordance with the provisions contained herein in respect of any item on **gross rent receivable** insured hereby for the amount of loss resulting from interruption or interference with the **business** carried on by **You** at the **premises** in consequence of any **damage** occurring at the **premises** to any building or other property or any part thereof used by **You** at the **premises** for the purposes of the **business**.

Provided that at the time of the happening of the **damage** there shall be in force an insurance covering **Your** the interest in the property at the **premises** against such **damage** and that payment shall have been made or liability admitted therefore under such insurance or that payment would have been made or liability would have been admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

### **Limit of liability**

**Our** liability during any one **period of insurance** will not exceed the sum insured for shown on the schedule

### **Basis of claims settlement**

Following **damage** insured by this section **We** will pay for

- a) loss of **gross rent receivable**
- b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the amount of reduction in **gross rent receivable** thereby avoided less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross rent receivable** as may cease or be reduced in consequence of the **damage**.

Provided that if the sum insured by this item be less than the annual **gross rent receivable** (or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months) the amount payable shall be proportionately reduced.

### **Additional cover**

The cover under this section is extended to include the following

#### **1. Alternative trading**

If during the **indemnity period** tenancies, accommodation or other services shall be rendered elsewhere than at the **premises** for the benefit of the **business** either by **You** or by others on **Your** behalf the **money** paid or payable in respect of such tenancies, accommodation or other services shall be brought into account in arriving at the **gross rent receivable** during the **indemnity period**.

#### **2. Capital additions**

Cover is extended to include loss of **gross rent receivable** in respect of new extensions, alterations and improvements to existing **buildings** which are held covered before their inclusion in the schedule, for an amount not exceeding 10% of the sum insured in the schedule on **gross rent receivable** or £15,000 whichever is the lesser at the risk address concerned, but shall not include appreciation in value.

**You** must notify **Us** of such capital additions as soon as possible and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of the **Your** liability for such property following such notification the provisions of this clause are fully reinstated.

#### **3. Contagious diseases**

Loss of **gross rent receivable** as insured by this section resulting from interruption or interference with the **business** in consequence of

- a) the occurrence at the **premises** of any outbreak of a human infectious or contagious disease other than acquired immune deficiency syndrome (AIDS) or an AIDS related condition
- b) the compulsory closure of the **premises** by order of any competent authority due to its defective sanitation or to the presence therein of vermin or pests

shall be deemed to be loss resulting from **damage** at the **buildings** owned or managed by **You** or on **Your** behalf for the purposes of the **business**.

**Our** liability will not exceed £250,000 in any one **period of insurance**.

#### 4. Contracting purchaser

If at the time of **damage** to the **buildings** You shall have contracted to sell **Your** interest in such **buildings** the purchaser shall be entitled to the benefit of this **policy** provided that

- a) **damage** occurs during the period from exchange of contracts to completion
- b) the completion is finalised
- c) **gross rent receivable** is not otherwise insured.

#### 5. Denial of access

**We** will indemnify **You** in respect of loss of **gross rent receivable** insured by this section resulting from interruption of or interference with the **business** in consequence of **damage** to property in the vicinity of the **premises** which prevents or hinders the use of or prevents access to the **premises** or managing agents **premises** whether the **premises** be **damaged** or not but excluding **damage** to property of any public utility from which **You** obtain supplies or services. Our liability will not exceed £25,000 in any one **period of insurance**.

#### 6. Managing Agents fees

**We** will indemnify **You** in respect of managing agents fees necessarily and reasonably incurred with **Our** consent in connection with re-letting **premises** following **damage** insured by this section. **Our** liability will not exceed £5,000 in any one **period of insurance**.

#### 7. Payments on account

Payments on account may be made to **You** during the **indemnity period** at **Our** discretion subject to any necessary adjustment at the termination of such period.

#### 8. Professional accountants

Any particulars or details contained in **Your** books of account or other **business** books or documents which may be required by **Us** under the terms of General Condition 6 for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for **You** and their report shall be prima facie evidence of the particulars and details to which such report relates. **We** will pay to **You** under this section 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 **insurers** under the terms of General Condition 6 and reporting that such particulars or details are in accordance with the **Your** books of account or other **business** books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the section shall in no case exceed the limit of liability.

#### 9. Rent review

If **gross rent receivable** is subject to a review during the **period of insurance** **We** will automatically increase the sum insured on any item for **gross rent receivable** to reflect the revised amount of **gross rent receivable** provided that

- a) **You** must notify **Us** of all such increases in **gross rent receivable** that exceed 100% of the **gross rent receivable** sum insured
- b) increase in **gross rent receivable** in respect of new extensions, alterations and improvements to existing **buildings** insured shall not be included under this clause.

The annual premium at the first renewal thereafter will be automatically increased to reflect the revised **gross rent receivable** sum insured.

#### 10. Tenants' additional expenditure

**We** will indemnify **You** in respect of tenants' additional expenditure necessarily and reasonably incurred with **Our** consent in connection with subsidence.

**Our** liability will not exceed £10,000 in any one **period of insurance**.

#### 11. Utilities

**We** will indemnify **You** in respect of loss of **gross rent receivable** insured by this section resulting from interruption of or interference with the **business** in consequence of **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) land based **premises** of the public water supply undertaking
- d) waterworks or pumping station of the public water supply undertaking
- e) land based **premises** of telecommunication undertaking

within the **territorial limits** from which **You** obtain electricity, gas or water or telecommunication services.

#### Special conditions

- 1 The insurance by this section shall not apply if the **business** be wound up, permanently discontinued or carried on by a liquidator or receiver.
- 2 The premium paid may be adjusted on receipt by **Us** of a declaration of **gross rent receivable** earned during the financial year most nearly concurrent with the **period of insurance** as reported by **Your** professional accountants. If any **damage** shall have occurred giving rise to a claim for loss of **gross rent receivable** the said declaration shall be increased by **Us** for the purpose of premium adjustment by the amount by which the **gross rent receivable** was reduced during the financial year solely in consequence of the **damage**. If the declaration (increased in consequence of any **damage** and proportionately increased where the **maximum indemnity period** exceeds twelve months) is less than the sum insured on **gross rent receivable** for the relative **period of insurance** **We** will allow a pro rata return of premium not exceeding 50% of the premium paid but subject to the retention by **Us** of any minimum premium under this section.

## Section 3 - Employers' Liability

### Cover

**We** will indemnify **You** against all amounts which **You** shall become legally liable to pay as damages in respect of accidental **bodily injury** to any **employee** if such injury arises out of and in the course of his employment by **You** in the **business** and occurring

- a) during the **period of insurance**
- b) within the **territorial limits**
- c) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **You** or any director, partner or **employee** of **Yours** normally resident within the **territorial limits** provided such journey or visit is not for the purpose of performing manual work

### Additional cover

The cover under this section is extended to include the following

#### 1. **Compensation for court attendance**

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

- a) any director or partner of **Yours** £500
- b) any **employee** £250

#### 2. **Corporate Manslaughter**

**We** will indemnify **You** and at **Your** request any Director, Partner or Employee against

- a) legal costs and expenses incurred with **Our** prior written consent and

- b) prosecution costs awarded against **You**

in the defence of any criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of indemnity under this section.

Provided that

- i) **Our** liability under this extension shall not exceed £2,000,000 during any one **period of insurance**.
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the **policy** schedule.
- iii) where **We** have already provided an indemnity in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this extension.
- iv) **We** agree in writing to the appointment of any solicitor or council who is to act on **Your** behalf prior to their appointment.

#### 3. **Cross liabilities**

Where there is more than one person named as **the insured** in the schedule this section shall apply separately to each named person as if each is insured by a separate **policy**, provided always that **Our** maximum liability in the aggregate for damages to all parties insured shall not exceed the Limit of liability.

#### 4. **Health and Safety at Work etc. Act 1974**

**We** will indemnify **You** and, at **Your** request, any director, partner or **employee** of **Yours** against legal costs and expenses incurred, with **Our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

**We** will not be liable for

- a) fines and penalties of any kind
- b) legal costs and expenses where an indemnity is provided by any other insurance
- c) proceedings arising out of any deliberate act or omission by **You**
- d) more than £250,000 in any one **period of insurance**.



## 5. **Indemnity to other persons**

**We** will indemnify at **Your** request

- a) any director, partner or **employee** of **Yours**
- b) any officer, committee member or other person employed by **You** catering, social, sports, educational or welfare organisations or first aid, medical, ambulance, fire or security services
- c) any director, partner or official for whom with **Your** consent an **employee** is undertaking private work
- d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work
- e) the owner of plant hired by **You** but only to the extent of the conditions of hire
- f) any legal representative of any of the above in the event of their death

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

Provided that

- i) any person indemnified is not entitled to indemnity under any other insurance
- ii) any person indemnified shall observe, fulfil and be subject to the terms and conditions of the **policy** as far as they can apply
- iii) **We** will retain the sole conduct and control of any claim
- iv) **Our** maximum liability in the aggregate for damages to **You** and any such persons shall not exceed the limit of liability.

### **Limit of Liability**

**Our** liability in respect of

a) accidental **bodily injury** to **employees**

- b) all legal costs recoverable from **You** by any claimant
- c) any other costs and expenses of litigation incurred with **Our** written consent
- d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- e) the costs incurred, with **Our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the **policy**

arising out of and in the course of employment in the **business** will not exceed the amount stated in the schedule in respect of any one claim against **You** or series of claims against **You** arising out of one cause.

### **Exclusions**

**We** will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order.
- ii) an appeal against any fines penalties remedial order or publicity order.
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order.
- iv) costs and expenses in connection with an appeal unless advice has been obtained from solicitors or council that there are strong prospects of success.
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any director partner or **employee** of **Yours**.
- vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance.
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **You** in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### **Special exclusions**

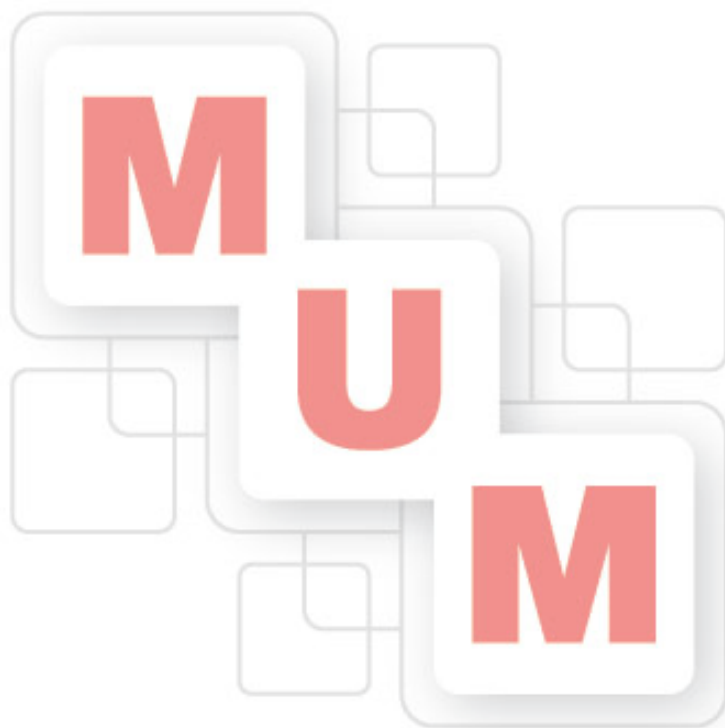
**We** will not be liable under this section in respect of liability arising out of or related to

- 1 any processes or work in connection with any of the following
  - a) the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to **asbestos** or materials or **products** containing **asbestos**, other than to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **employees**, in which case a sub-limit of £5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause
  - b) power stations, nuclear installations or establishments
  - c) refineries, bulk storage or production **premises** in the oil, gas or chemical industries
  - d) offshore installations, oil or gas rigs  
Definition - for the purposes of this Special exclusion only  
**offshore installation** means any platform or rig or any aircraft or vessel servicing a platform or rig. - it is understood that any person is deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an offshore installation and that any person shall continue to be deemed 'offshore' until such time as they disembark from any conveyance onto land upon their return from an offshore installation.
  - e) railways or railway installations
  - f) towers, steeples, chimney shafts, bridges, viaducts, dams, reservoirs, wells, tunnels, mines, quarries or blast furnaces
  - g) aircraft, aerospace devices, hovercraft, watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
  - h) work underground, underwater or airside
  - i) loading or discharging of vessels or other work on ships
  - j) piling or the use of explosives
  - k) any demolition, other than structures not exceeding two stories (plus basement) in height and where such work is incidental to but forms part of a contract undertaken by **You**.

- 2 damages for **bodily injury** unless the action is brought against **You** in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 3 terrorism other than to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of **employees** in which case a sub-limit of £5,000,000 shall apply inclusive of all damages costs and expenses payable in respect of any one claim or series of claims against **You**.

#### **Special conditions**

- 1 The indemnity granted includes protection to **You** as required by any law relating to compulsory insurance of the employer's legal liability to his **employees** whilst employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.
- 2 **We** may at any time pay to **You** the amount of the Limit of Liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.
- 3 If this **policy** or this section is cancelled then any Certificate of Employers' Liability insurance issued by **Us** is deemed to be cancelled at the same time.
4. It is a **condition precedent** to **Our** liability that **You** do not manufacture mine process distribute test remediate remove store dispose sell or use **asbestos** or materials or **products** containing **asbestos**.



## Section 4 - Property Owners Liability

### Cover

**We** will indemnify **You** against all amounts which **You** shall become legally liable to pay as damages in respect of

- a) accidental **bodily injury** to any person
- b) accidental loss or destruction of or **accidental damage** to material property arising out of the ownership of the **Building** or land insured under Section 1 during the **period of insurance**

### Additional cover

The cover under sections 6a and 6b is extended to include the following unless stated otherwise

#### 1. **Compensation for court attendance**

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

- a) any director or partner of **Yours** £500
- b) any **employee** £250

#### 2. **Corporate Manslaughter**

**We** will indemnify **You** against

- a) legal costs and expenses incurred with **Our** prior written consent and
- b) prosecution costs awarded against **You**

in the defence of any criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death

- a) happening in connection with the **business** (in respect of Section 6a) or
- b) arising out of the ownership of the Building and land insured under Section 1 (in respect of Section 6b) during the **period of insurance** and which may be the subject of indemnity under this section.

Provided that

- i) **Our** liability under this extension shall not exceed £2,000,000 during any one **period of insurance**.
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the **policy** schedule.
- iii) where **We** have already provided an indemnity in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this extension.
- iv) **We** agree in writing to the appointment of any solicitor or council who is to act on **Your** behalf prior to their appointment.

#### 3. **Cross liabilities**

Where there is more than one person named as **the insured** in the schedule this section shall apply separately to each named person as if each is insured by a separate **policy**, provided always that **Our** maximum liability in the aggregate for damages to all parties insured shall not exceed the Limit of liability.

#### 4. **Defective premises Act 1972 applicable to Section 6b only.**

**We** will indemnify **You** against all amounts which **You** shall become legally liable to pay as damages in respect of accidental **bodily injury** to any person or accidental loss or destruction of or **accidental damage** to material property occurring during a period of seven years immediately following disposal by **You** of **buildings** that have been insured by Section 1 - Property Damage of this **policy**.

Provided that such liability is incurred in connection with such **buildings** and by virtue of Section 3 of the Defective Premises Act 1972.

**We** will not be liable

- a) if at the date of their disposal by **You** such **buildings** were not insured by this **policy** or any other policies in respect of which this **policy** has been issued in substitution
- b) for the cost of repairing or rectifying any defect or alleged defect in such **buildings**
- c) if **You** are entitled to indemnity under any other **policy**.

#### 5. **Indemnity to other persons**

**We** will indemnify at **Your** request

- a) any director, partner or **employee** of **Yours**
- b) any officer, committee member or other person employed by **You** catering, social, sports, educational or welfare organisations or first aid, medical, ambulance, fire or security services
- c) any director, partner or official for whom with **Your** consent an **employee** is undertaking private work
- d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work
- e) the owner of plant hired by **You** but only to the extent of the conditions of hire
- f) any legal representative of any of the above in the event of their death against legal liability in respect of which **You** would have been entitled to indemnity under this **policy** if the claim had been made against **You**.

Provided that

- i) any person indemnified is not entitled to indemnity under any other insurance
- ii) any person indemnified shall observe, fulfil and be subject to the terms and conditions of the **policy** as far as they can apply
- iii) **We** will retain the sole conduct and control of any claim
- iv) **Our** maximum liability in the aggregate for damages to **You** and any such persons shall not exceed the Limit of liability.

6. **Indemnity to managing agents**

**We** will indemnify at **Your** request, any managing agent acting on **Your** behalf in connection with the **business** against legal liability in respect of which **You** would have been entitled to indemnity under this **policy** if the claim had been made against **You**. **We** agree to waive all rights of subrogation against such managing agents

Provided that

- i) any managing agent indemnified is not entitled to indemnity under any other insurance
- ii) any managing agent indemnified shall observe, fulfil and be subject to the terms and conditions of the **policy** as far as they can apply
- iii) **We** will retain the sole conduct and control of any claim
- iv) **Our** maximum liability in the aggregate for damages to **You** and any such managing agents shall not exceed the limit of liability.

7. **Leased, hired and rented premises**

In the event of any **premises** being leased, hired or rented to or in the custody of or under **Your** control, Special exclusion 3 relating to such property shall be deemed not to apply.

Provided that **We** will not be liable in respect of

- a) liability assumed by **You** under a contract or under a tenancy or other agreement if such liability would not have attached in the absence of such contract or agreement
- b) the relevant **excess** as stated in the schedule except in respect of loss, destruction or damage caused by fire or explosion.

**Limit of liability**

**Our** liability in respect of damages for any occurrence giving rise to any one claim against **You** or series of claims against **You** arising out of one cause will not exceed the amount stated in the schedule.

**We** will also pay

- a) all legal costs recoverable from **You** by any claimant
- b) any other costs and expenses of litigation incurred with **Our** written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with **Our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the **policy**.

**Exclusions**

**We** will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order.
- ii) an appeal against any fines penalties remedial order or publicity order.
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order.
- iv) costs and expenses in connection with an appeal unless advice has been obtained from solicitors or council that there are strong prospects of success.
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any director partner or **employee** of **Yours**.
- vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance.
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **You** in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**Special exclusions**

**We** will not be liable under sections 6a and 6b in respect of

- 1 **bodily injury** to any **employee** arising out of and in the course of his employment by **You** in the **business**
- 2
  - a) loss or destruction of or damage to property
  - b) **bodily injury** sustained by any person arising from the ownership, possession or use by or on behalf of **You** of
    - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
    - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
    - iii) any mechanically propelled vehicle or plant or trailer attached thereto in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation
- 3 loss or destruction of or damage to
  - a) property owned by or leased, hired or rented to **You**
  - b) property belonging to or held in trust by or in the custody of or under **Your** control or any director, partner or **employee** of **Yours** other than
    - i) personal property of directors, partners or **employees**
    - ii) the property of customers or visitors temporarily on or about the **premises**, but excluding all property undergoing or awaiting testing, repair, servicing, alteration, maintenance, cleaning or inspection
- 4 liability which attaches solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement

- 5 liability arising from or caused by
- breach of professional duty
  - the provision of advice or any plan, design, formula or specification given separately for a fee
  - any diagnosis, treatment (other than first aid treatment), therapy, medical advice, aerobic or other fitness related instruction given or performed or administration of drugs or medicines
  - the use of solaria, sunbeds, saunas and hydro-massage facilities
  - the use of welding or flame cutting equipment or asphalt bitumen or tar heaters away from the **premises**
- 6 liability arising from and or caused by any processes or work in connection with any of the following
- the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to **asbestos** or materials or **products** containing **asbestos**
  - power stations, nuclear installations or establishments
  - refineries, bulk storage or production **premises** in the oil, gas or chemical industries
  - offshore installations, oil or gas rigs  
**Definition** - for the purposes of this Special exclusion only  
**offshore installation** means any platform or rig or any aircraft or vessel servicing a platform or rig  
it is understood that any person is deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an offshore installation and that any person shall continue to be deemed 'offshore' until such time as they disembark from any conveyance onto land upon their return from an offshore installation.
  - railways or railway installations
  - towers, steeples, chimney shafts, bridges, viaducts, dams, reservoirs, wells, tunnels, mines, quarries or blast furnaces
  - work underground, underwater or airside
  - loading or discharging of vessels or other work on ships
  - piling or the use of explosives
  - any demolition, other than structures not exceeding two stories (plus basement) in height and where such work is incidental to but forms part of a contract undertaken by **You**
- 7 **bodily injury** or loss or destruction of or damage to property caused by **products** other than
- food or drink for consumption by directors, partners, **employees**, customers or visitors of **Yours**
  - trade samples
  - the materials used in any plans, deeds, briefs, manuscripts, books, reports or other documents produced and supplied in connection with the **business** from the **premises**
- 8 loss or destruction of or damage to **products** nor the cost of making good or recalling such **products**
- 9 loss or destruction of or damage to that part of any property upon which **You** are or have been working
- 10 **bodily injury**, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health
- 11 liability at law for loss, damage, cost or expense of whatsoever nature **directly** or **indirectly** arising out of, contributed by, caused by, resulting from, or in connection with any of the following, or any action taken in controlling, preventing, suppressing, retaliating against or responding to any of the following, regardless of any other cause or event contributing concurrently or in any other sequence of the loss:
- war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government de jure or de facto or martial law; or
  - riots, strikes or civil commotion; or
  - any **act of terrorism**
- If **We** allege that by reason of this Special exclusion any actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses is not covered by this section the burden of proving the contrary shall be upon **You**
- 12 fines, penalties or liquidated, punitive or exemplary damages
- 13 damages for **bodily injury** or loss or destruction of or damage to property unless the action is brought against **You** in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- 14
- damages, direct or consequential, on account of "**bodily injury**", "property damage," "personal or advertising injury," or "medical payments" arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens or
  - any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens or
  - any obligation or duty to defend any actions on account of "**bodily injury**", "property damage," "personal or advertising injury," or "medical payments" arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens
- irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring for purposes of this exclusion, "**bodily injury**" shall include mental anguish, mental injury and/or emotional distress

- 5 legal liability arising out of **pollution** except to the extent that **the insured** demonstrates that such **pollution**;
- was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
  - was not the direct result of **the insured** failing to take reasonable precautions to prevent such **pollution**
- Provided always that all such **pollution** which arises out of one incident shall be considered for the purposes of this **policy** to have occurred at the time such incident takes place and that **insurers** total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance
- 16 the relevant **excess** as stated in the schedule in respect of loss or destruction of or damage to property

### Special conditions

- 1 It is a **condition precedent** to **Our** liability that the undernoted precautions shall be complied with whenever there be any burning of waste or other materials on **Your own premises** or on the **premises** of any other person
- the work shall be in a clear area at a distance of at least 15 metres from any property
  - waste or other materials shall be checked to ensure that no explosive substances or pressurised containers are present
  - suitable fire extinguishing appliances shall be available for instant use and in the immediate proximity of any fire for controlling or extinguishing the fire
  - fires will not be left unattended
  - reasonable precautions shall be taken to prevent the escape of smoke or dust in a way which might cause nuisance or danger to persons passing by or to the property of any person
  - all fires shall be extinguished at least one hour before leaving the area.
- 2 **We** may at any time pay to **You** the amount of the Limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.



## Appendix 1 - Individual Insurer Claims Procedures

In respect of coverage provided by Lloyd's **Syndicate1991**, claims will be notified to

Woodgate and Clark Ltd  
The Red House  
King Street  
West Malling  
Kent  
ME19 6QT.  
Tel: 01732 520273  
Out of Hours 01732 520270  
**Email:** [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)



## Appendix 2 Individual Insurer Complaints Procedures

### In respect of coverage provided by Lloyd's Syndicate1991:

**You** can contact **Insurers** using one of the following options:

- a) In writing (letter or email) to the address shown below or
- b) By telephone to the telephone number shown below or
- c) Face to face (should **You** wish to speak to someone face to face please telephone Syndicate1991 at the number shown below and this will be arranged).

The Compliance Officer  
Syndicate 1991  
4<sup>th</sup> Floor  
71 Fenchurch Street  
London  
EC3M 4BS  
Email: [complaints@DTW1991.com](mailto:complaints@DTW1991.com)  
Tel +44 (0)20 7977 0847  
Fax +44 (0)20 7283 9872

We will review **Your** complaint and will investigate the circumstances regarding **Your** complaint and write to **You** within fourteen (14) calendar days with a response.

If **You** are not satisfied with the response, or have not received a response from **Insurers** within fourteen (14) calendar days, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response. If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

Complaints Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent  
ME4 4RN  
Email [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Tel: +44 (0)20 7327 5693  
Fax: +44 (0)20 7327 5225

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

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Tel: +44 (0)800 0234 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please remember that **You** will have to refer **Your** complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect **Your** legal rights. If **You** appoint someone to act on **Your** behalf or if **You** ask someone else to act on **Your** behalf **You** should provide **Insurers** with written authority to allow **Insurers** to deal with them. Neither **We** nor **Insurers** will not pay their costs.

### Financial Services Compensation Scheme (FSCS)

Syndicate 1991 is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that **Insurers** cannot meet their obligations, **You** may be entitled to compensation from this scheme. Further details can be obtained from:

Financial Services Compensation Scheme  
10<sup>th</sup> Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU  
Tel 0207 8927 301  
Web [www.fscs.org.uk](http://www.fscs.org.uk)