

Matrix Underwriting Management



Property Owners Wording

Matrix Underwriting Management

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

This is to Certify that in accordance with the authorisation granted under Contract number specified in the Schedule to the undersigned by Underwriters, and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not one for another, their Executors and Administrators and in respect of his due proportion only, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured 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 the Underwriters 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 the Underwriters
2. this Certificate 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 Underwriters' 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 Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of their obligations.

In Witness whereof this Certificate has been signed on behalf of the Underwriters stated in the Schedule by

Matrix Underwriting Management Ltd

The subscribing Underwriters 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 Underwriters are not responsible for the subscription of any co-subscribing Underwriters that for any reason does not satisfy all or part of its obligations.

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

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

Underwriters will indemnify or compensate you the insured, by payment or, at their 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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For your information

- 1 **Claims:** If you have a claim, or are aware of an incident that could result in a claim, please contact your Insurance Adviser
- 2 **Enquiries or complaints:** If you have any enquiry, complaint or are dissatisfied regarding the suitability of this policy for your needs or the information you received whilst it was being arranged or discussed please contact your insurance adviser.

If you are not satisfied with the way your complaint has been handled, please write to The Managing Director, Matrix Underwriting Management Ltd, Hornigals, Little Tey Road, Feering, Essex, CO5 9RS who will endeavour to resolve your complaint.

If the situation remains unresolved you may refer matters to Underwriter's Complaints Officer **(See schedule for applicable insurer)**

International Insurance Company of Hannover Limited,

L'Avenir, Opladen Way, Bracknell Berkshire RG12 0PE Tel: 01344 397600

Great Lakes Reinsurance (UK) PLC

The Compliance Officer, Great Lakes Reinsurance (UK) PLC Plantation Place, 30 Fenchurch Street, London EC3M 3AJ

Brit Insurance Ltd

Customer Services Manager, Abbey Legal protection, 2-5 Minories, London, EC3N 1BJ

If you are not satisfied with the way a complaint has been dealt with you may refer the matter at any time to: Financial Ombudsman Service, South Key Plaza, 183 Marsh Wall, London E14 9SR Tel:0845 080 1800

Further information is available from them on www.financial-ombudsman.org.uk

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

- 3 **Financial Services Compensation Scheme:** We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claims. Further information about compensation scheme arrangements is available from the FSCS.
- 4 **Law applicable to the contract:** You are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law

Definitions (applicable to all other than Section 6 Legal Expenses)

In this policy

accidental damage means damage caused by accidental and external means

act of terrorism means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

asbestos means asbestos, asbestos fibres, any derivatives of asbestos and any product containing asbestos, asbestos fibres or any derivatives of asbestos

buildings means the buildings and outbuildings including landlords fixtures and fittings, constructed as stated in accordance with details lodged with Underwriters, 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 premises or in the buildings and extending to the perimeter thereof or the public mains but only to the extent of the insured's legal responsibility therefore, yards, car-parks, pavements, pathways and roadways; sanitary ware, fixed glass, fanlights, skylights and partitions for which the insured is responsible; all situate at the risk address or locations stated in the schedule

business means the business as stated in the schedule

contents of common parts means furniture, furnishings, fixtures and fittings and interior decorations within the common parts of the buildings to which all tenants have access, blinds and signs, potted plants and their containers, contents of fuel or diesel tanks, refuse bins and skips whilst contained in or about the buildings, machinery and equipment owned or hired by the insured used in connection with the repair, decoration or maintenance of the insured's buildings and being the property of the insured or for which the insured is legally responsible but excluding property more specifically insured, landlords fixtures and fittings and other permanent fixtures and fittings, domestic appliances, works of art, curios, objet d'art, statues, sculptures

employee means any person under a contract of service or apprenticeship with the insured or supplied to or hired to or borrowed by the insured including any person under a Government or otherwise authorised work experience, training, study, exchange or similar scheme, whilst engaged in work in connection with the business

excess means the amount for which the insured will be responsible and which will be deducted from each and every claim

household contents means furniture, furnishings, fixtures and fittings and interior decorations within those parts of the buildings occupied solely for residential purposes and being the property of the insured or for which the insured is legally responsible but excluding property more specifically insured, landlords fixtures and fittings and other permanent fixtures and fittings, domestic appliances (other than for an amount not exceeding 20% of any sum insured by this item), works of art, curios, objet d'art, statues, sculptures and contents of common parts

keys means devices, implements or instruments designed and intended to operate locking mechanisms

landlords fixtures and fittings means sanitary fittings, air conditioning and central heating systems and additional fixtures and fittings which form part of the permanent structure of the building

period of insurance means the period stated in the schedule or any other period for which Underwriters have agreed to accept and for which the insured has paid or agreed to pay a premium

pollution or contamination means 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

premises means that part of the buildings, situate at the risk address or locations stated in the schedule, owned or managed by the insured or on his behalf for the purposes of the business

territorial limits means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

the insured means the person, persons or company named in the schedule

Underwriters, we, us, our means Certain Insurance Companies whose names and the proportions underwritten by them appear in the Schedule

unoccupied means empty, vacant, unattended or no longer in use for a period of 30 consecutive days or longer **you, your** means the insured under this policy.

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 the insured then the insured must keep an accurate record of all the relative particulars and such record must at all times be available for examination by Underwriters. Within three months of the expiry of each period of insurance (unless stipulated otherwise in any section) the insured must supply to Underwriters such particulars as Underwriters may require and the premium for such expired period will then be adjusted and the difference shall be paid by or returned to the insured as the case may be subject to the retention by Underwriters of any minimum premium under this policy or any section thereof.

2 Avoidance of policy

This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

3 Cancellation

The insured 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, the insured must reimburse Underwriters 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.

Underwriters may cancel this policy or any section by sending a recorded delivery letter to the last known address of the insured giving seven days notice. In the event of cancellation by Underwriters, Underwriters 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 the insured has agreed to pay the premiums by instalments and fails to pay any of those instalments, Underwriters reserves the right to cancel the policy.

4 Change in risk

This policy shall be voidable from the date of the change if

- a) the insured's 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 Underwriters have agreed in writing to its continuance.

5 Claims

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

- a) advise Matrix Underwriting Management in writing as soon as practicable and in writing if required
- b) not make any admission of liability or promise of payment without Underwriters' written consent
- c) immediately 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 the insured's 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 Underwriters 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 Underwriters immediately, unacknowledged
- f) give all such information and assistance as Underwriters 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 Death of the insured

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

8 Disputes

Provided that liability under this policy has been admitted, if there is any dispute over the amount to be paid by Underwriters the matter will be referred to arbitration and the arbitrator will be appointed by the parties concerned according to the relevant statutory provisions in force at the time. In such a case there will be no right of action against Underwriters until an award is made.

9 Fraud

If the insured or anyone acting for the insured makes a claim under this policy knowing the claim to be false or fraudulent in any respect or if any damage is caused by wilful act of or with the connivance of the insured Underwriters will not pay the claim and all cover under the policy will cease from the date of the incident or circumstances in respect of which the fraudulent claim was made.

10 Insurance Premium Tax

Effective from 1st October 1994, 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 issued from that date.

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 the insured 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, Underwriters' liability will be limited to its rateable proportion.

13 Reasonable care

It is a condition precedent to the liability of Underwriters that the insured shall at his 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 the insured to the contrary, Underwriters' liability shall not stand reduced by the amount of any loss, provided the insured undertakes to pay any appropriate premium for such automatic reinstatement of cover and implements immediately any recommendations made by Underwriters 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 Underwriters 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 Underwriters.

16 Subjectivity

This policy, the proposal form or statement of fact incorporating the declaration signed by the insured and the schedule should be read together and form the contract of insurance between the insured and Underwriters.

- a) Underwriters will clearly state in the schedule if the cover provided by the policy is subject to the insured
 - i) providing Underwriters with any additional information requested by the required date(s)
 - ii) completing any actions agreed between the insured and Underwriters by the required date(s)
 - iii) allowing Underwriters to complete any actions agreed between the insured and Underwriters.
- b) If required by Underwriters the insured must allow Underwriters access to the premises and/ or the business to carry out survey(s) within 60 days of the inception or renewal date unless Underwriters agree otherwise in writing. Upon completion of these requirements (or if they are not completed by the required dates) Underwriters may, at Underwriters' option
 - i) modify the insured's premium
 - ii) issue a mid-term amendment to the insured's policy or section terms and conditions
 - iii) require the insured to make alterations to the premises insured by the required date(s)
 - iv) exercise Underwriters' right to cancel the policy
 - v) leave the policy or section terms and conditions and the premium unaltered

Underwriters' decision will be notified to the insured and where applicable specify the date(s) by which any action(s) agreed needs to be completed by the insured and/ or any decision by Underwriters will take effect. Underwriters' requirements and decisions will take effect from the date(s) specified unless and until Underwriters agree otherwise in writing. If the insured disagree with Underwriters' requirements and/ or decisions Underwriters will consider the insured's comments and where Underwriters consider appropriate will continue to negotiate with the insured to resolve the matter to the insured's and Underwriters' satisfaction. In the event that the matter cannot be resolved the insured and Underwriters may exercise the right to cancel this policy in accordance with the terms of General Condition 3 Cancellation.

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

The above conditions do not affect Underwriters' right to void the policy if Underwriters discover information material to Underwriters' acceptance of the risk.

17 Subrogation

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

18 Underinsurance

Each item insured under Section 1 – Property Damage 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 the insured shall be considered as being his 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.

19 Warranty

Every warranty shall from the time the warranty attaches apply and continue to be in force during each subsequent period of insurance. Non-compliance with any such warranty in so far as it increases the risk of loss, destruction, damage or accidental bodily injury shall be a bar to any claim for such loss, destruction, damage or accidental bodily injury but this shall only apply to that section of the policy to which the loss applies.

General Exclusions

Underwriters will not be liable for

- 1 loss, destruction or damage to property or any cost or expense, consequential loss or bodily injury 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
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - d) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - e) 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 Underwriters 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 the insured
 - f) pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds
 - g) confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority
 - h) 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 the property of the insured or not, caused by the malicious introduction or incursion of any unauthorized, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus.
- 2
 - 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) loss under Section 2 – Rent resulting from pollution or contamination but this will not exclude loss resulting from damage at the premises to property used by the insured 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
 - c) loss under Section 4 - Property Owners' Liability resulting from legal liability directly or indirectly caused by or arising from pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance provided that
 - i) all pollution or contamination arising out of such event will be deemed to be one occurrence irrespective of the length of time or number of periods of insurance over which such pollution or contamination occurs
 - ii) the liability of Underwriters for all damages payable arising out of all pollution or contamination which is deemed to have occurred during any one period of insurance will not exceed the amount stated against Section 4 – Property Owners' Liability in the schedule

Definition - for the purposes of General Exclusion 2 c) only
pollution or contamination includes

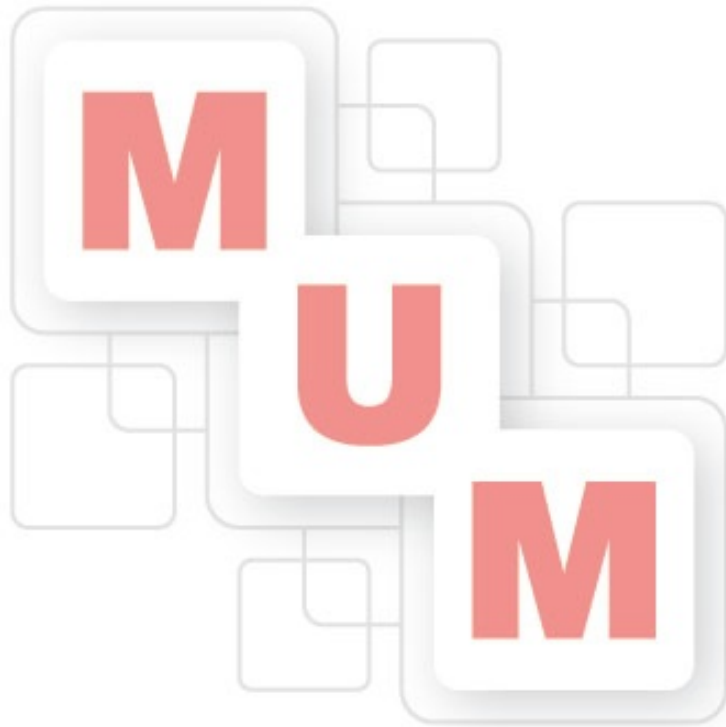
 - a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
 - b) all loss or damage or injury directly or indirectly caused by such pollution or contamination.
- 3 loss, destruction or damage
 - a) to property undergoing any process involving the application of heat
 - b) 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
 - c) arising from theft or attempted theft where the insured or any director, partner or employee of the insured or any member of the insured's family or household be concerned as principal or accessory
 - d) 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
 - e) due to disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information
- 4 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.
- 5
 - a) loss, destruction or damage
 - b) consequential loss, additional expenditure or extra expenses
 - c) legal liability
 - d) other fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the failure in whole or in part of
 - i) any computer
 - ii) any data processing equipment or media, microchip, integrated circuit or similar device
 - iii) any computer software

whether the property of the Insured or not and whether occurring before, during or after the year 2000 to achieve all or any of the purposes and effects intended by the use of any number and/or word to denote a date, including the failure to

- (i) correctly recognise any date as its true calendar date
- (ii) recognise, capture, save, retain or restore and/or correctly manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date
- (iii) recognise, capture, save, retain, restore and/or correctly manipulate, interpret, calculate or process any data or information as the result of the operation of any command which has been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore and/or correctly manipulate, interpret, calculate or process any data on or after any date

but in respect of all sections other than Section 3 - Employers' Liability or Section 4 - Property Owners' Liability this shall not exclude subsequent loss, destruction or damage to property specifically insured by any item, section or endorsement of this policy, or any expense or any consequential loss additional expenditure or extra expense (not otherwise excluded) which itself results from the following contingencies or perils -

Fire, lightning, explosion, aircraft and other aerospace devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, impact by any mechanically propelled vehicle or by goods falling therefrom or by animals, theft or any attempt thereat, storm, flood, or escape of water or oil from any pipe tank or apparatus.



Section 1 - Property Damage

Cover

Underwriters will indemnify the insured 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 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 the control of the insured
 - b) in respect of and originating in any vessel machinery or apparatus or its contents, belonging to or under the control of the insured 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 the insured or any of his employeesbut 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 the insured's 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) the insured 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 the insured 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 Underwriters and its agreement obtained in writing
 - iii) Underwriters shall have access to the premises and the buildings at all reasonable times for the purposes of inspection and if Underwriters notify the insured of defects in the construction or condition of any automatic sprinkler installation requiring alteration or repair Underwriters may also at their option by notice in writing suspend this insurance until such alterations or repairs be made and approved by Underwriters
- 14 leakage of oil from any fixed installation
- 15 falling trees or branches but excluding loss, destruction or damage
 - a) caused by felling or lopping carried out by or on behalf of the insured
 - b) to fences and gates and loose or moveable property in the open
- 16 accidental damage but excluding

- a) loss, destruction or damage caused by or specifically excluded from the perils 1-15 above
- 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 the part of the insured or any employee of the insured
 - 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

17 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 relevant excess as stated in the schedule.

Limits of liability

Underwriters' 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.

Inflation protection

The sums insured in the schedule in respect of each item for buildings are index linked and will be adjusted each month in line with the percentage change in the General Building Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or suitable alternative index selected by Underwriters. Provided that any adjustment made to the sum insured will be based on the latest figures available to Underwriters and at each renewal the premium will be calculated on the adjusted sum insured then in force.

Protection after loss

Subject to the provisions of the above Inflation protection clause the sums insured in respect of any buildings or other property insured hereby, which sustain loss, destruction or damage by any peril insured, will continue to be index linked following such loss, destruction or damage while the property is being reinstated, provided that the insured takes all reasonable steps to ensure that the reinstatement is carried out without undue delay.

Basis of claims settlement

Following loss, destruction or damage insured by this section and subject to the adequacy of the sums insured and to the Limits of liability Underwriters will pay 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 only

reinstatement means

- a) the rebuilding or replacement of the property lost, destroyed or damaged which provided the liability of Underwriters is not increased may be carried out
 - i) in any manner suitable to the requirements of the insured
 - 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 subparagraph 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 the insured which is not upon the same basis of claims settlement.
- 2 The liability of Underwriters 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 sub-paragraph 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 the insured shall be considered as being his 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 the liability of Underwriters 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.

Special exclusions

Underwriters will not be liable under this section for

- 1 loss, destruction or damage to property stored in any outbuilding or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
Provided that this Special exclusion shall not apply to
 - a) any outbuilding or,
 - b) the basement of any building or outbuildingwhich is constructed of brick or stone and roofed with slate or tiles
Definition - for the purposes of this Special exclusion only
basement means any storey of the buildings which is partially or wholly below ground level.
- 2 loss of metered gas or water other than that covered by Additional cover
- 3 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
- 4 consequential loss of any kind or description (other than loss of rent when such loss is included in the insurance by this section)
- 5 the relevant excess as stated in the schedule.

Additional cover

The cover under this section is extended to include the following

Alternative accommodation

Underwriters will indemnify the insured 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 Underwriters' 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.

Architects' and surveyors' fees

Within the overall limit of the sum insured on buildings and other property, Underwriters 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.

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.

Capital additions

The insurance by this section extends to include

- a) newly acquired and/or newly erected contents of common parts, household contents 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 machinery and plant 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 the liability of Underwriters shall not exceed 10% of the relevant sum insured on such property stated in the schedule or £500,000 whichever is the lesser
 - ii) the insured shall notify Underwriters 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 insured's liability for such property
 - iii) following such notification the provisions of this clause are fully reinstated.

Collusion

This section extends to include loss, destruction or damage caused by theft caused by theft or attempted theft where any employee of the insured 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.

Contents of commons parts

Underwriters will indemnify the insured 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.

Contracting purchaser

If at the time of loss, destruction or damage to the buildings the insured shall have contracted to sell his 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 the rights and liabilities of the insured or Underwriters under this policy up to the date of completion.

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 the insured with the consent of Underwriters 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 Underwriters 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.

Debris removal costs of tenant's contents

This insurance is extended to include irrecoverable costs necessarily and reasonably incurred by the insured with the consent of Underwriters in removing from the premises the debris of contents not belonging to the insured following loss, destruction or damage by an insured peril. Underwriters' liability will not exceed £25,000 in any one period of insurance.

Designation

For the purpose of determining where necessary the item against which any property is insured Underwriters agrees to accept the designation under which such property has been entered in the insured's books.

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.

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 the insured is legally responsible provided that such property is located and fixed in an inaccessible position. Underwriters' liability will not exceed £5,000 in any one period of insurance.

Extinguishment expenses

This section extends to include the reasonable cost of refilling fire extinguishing equipment and replacing sprinkler heads used solely as a consequence of loss, destruction or damage caused by any peril insured.

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.

Interested parties

Any act or omission by the leaseholder, lessee, mortgagor or the insured or by any tenant occupying or using the buildings which increases the possibility of loss, destruction or damage shall not prejudice the insured 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 Underwriters and pay an additional premium if required.

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 the insured.

Provided that

- a) In the event of replacement with new property, Underwriters 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) Underwriters shall only be liable for the amount sufficient to enable the insured to resume operations in substantially the same manner as before the loss, destruction or damage
- c) Underwriters 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.

Underwriters' 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.

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 Registered Office of the insured or the home of the insured or any director, partner or employee authorised to hold such keys or,
- b) anywhere else within the territorial limits whilst in the personal custody of the insured or any employee authorised to hold such keys

Underwriters' liability will not exceed £2,000 in any one period of insurance.

Landscapes

This section extends to include costs and expenses incurred by the insured with the consent of Underwriters 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 the insured is legally responsible for the repair or reinstatement of such damage.

Underwriters' liability will not exceed £50,000 in any one period of insurance.

Loss of metered gas

This section extends to include the cost of loss of metered gas for which the insured is legally responsible arising from loss, destruction or damage at the premises caused by any peril insured.

Underwriters' liability will not exceed £10,000 in any one period of insurance.

Loss of metered water

This section extends to include the cost of loss of metered water for which the insured is legally responsible arising from loss, destruction or damage at the premises caused by any peril insured.

Underwriters' liability will not exceed £10,000 in any one period of insurance.

Non-invalidating

The insurance by this section shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of the insured whereby the risk of loss, destruction or damage is increased. Provided that immediately the insured shall become aware of any such act or omission or alteration they shall give immediate written notice thereof to Underwriters and pay an additional premium if required.

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 Underwriters, if necessary, in the event of any claim.

Public authorities costs

Within the overall limit of the sum insured on buildings and other property and following loss, destruction or damage caused by any peril insured, Underwriters 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 the insured 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 Underwriters may allow and may be carried out upon another site if such Legislation or regulations so necessitate subject to the liability of Underwriters not being increased
- 2 if the liability of Underwriters 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 the liability of Underwriters 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 Underwriters 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

Service pipes or cables

This section extends to include

- a) the cost of reinstatement or repair 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 the insured or for which the insured is legally responsible
- b) any expenses necessarily and reasonably incurred in clearing, cleaning and/or repair of drains, gutters and sewers belonging to the insured or for which the insured is legally responsible following loss, destruction or damage insured by this section

Subrogation waiver

In the event of a claim arising under this section of the policy Underwriters agree to waive any rights, remedies or relief to which they might become entitled by subrogation against any company standing in the relation of parent or subsidiary (or subsidiary to parent) to the insured, or any company which is a subsidiary of a parent company of which the insured are themselves a subsidiary, in each case as defined in current legislation.

Temporary removal

This section extends to include loss, destruction or damage caused by any peril insured to the property insured 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) the liability of Underwriters 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) Underwriters 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 the insured in trust other than machinery and plant.

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.

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 the consent of Underwriters in

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

Underwriters' liability will not exceed £10,000 in any one period of insurance.

Unauthorised use of electricity gas or water

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

Underwriters' liability will not exceed £25,000 in respect of any one claim.

Unoccupied buildings

Notice is to be given to Underwriters 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.

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.

Section 2 – Rent

Definitions

For the purposes of this section only

damage means physical loss, destruction or damage by any of the perils insured by Section 1 - Property Damage except where stated to the contrary by an endorsement in the schedule or, if Section 1 - Property Damage is not insured by this policy, physical loss, destruction or damage by any peril listed in Section 1 - Property Damage and which is stated against an endorsement in the schedule

indemnity period means the period beginning with the occurrence of the damage and ending not later than the maximum indemnity period thereafter during which the results of the business shall be affected in consequence of such damage

maximum indemnity period means the term stated in the schedule

gross rent receivable means the money paid or payable to the insured for tenancies and accommodation and other charges and services rendered in the course of the business at the premises

Cover

Underwriters will indemnify the insured 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 the insured at the premises in consequence of any damage occurring at the premises to any building or other property or any part thereof used by the insured 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 the interest of the insured 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

Underwriters' 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 Underwriters 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

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 the insured or by others on his 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.

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.

The insured must notify Underwriters 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 insured's liability for such property following such notification the provisions of this clause are fully reinstated.

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 the insured or on his behalf for the purposes of the business.

Underwriters' liability will not exceed £250,000 in any one period of insurance.

Contracting purchaser

If at the time of damage to the buildings the insured shall have contracted to sell his 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.

Denial of access

Underwriters will indemnify the insured 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 the insured obtains supplies or services.

Underwriters' liability will not exceed £25,000 in any one period of insurance.

Managing Agents fees

Underwriters will indemnify the insured in respect of managing agents fees necessarily and reasonably incurred with Underwriters' consent in connection with re-letting premises following damage insured by this section.

Underwriters' liability will not exceed £5,000 in any one period of insurance.

Payments on account

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

Professional accountants

Any particulars or details contained in the insured's books of account or other business books or documents which may be required by Underwriters under the terms of General Condition 5 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 the insured and their report shall be prima facie evidence of the particulars and details to which such report relates. Underwriters will pay to the insured under this section the reasonable charges payable by the insured to their professional accountants for producing any particulars or details or any other proofs, information or evidence as may

be required by Underwriters under the terms of General Condition 5 and reporting that such particulars or details are in accordance with the insured's books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the section shall in no case exceed the limit of liability.

Rent review

If gross rent receivable is subject to a review during the period of insurance Underwriters 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) the insured must notify Underwriters 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.

Tenants' additional expenditure

Underwriters will indemnify the insured in respect of tenants' additional expenditure necessarily and reasonably incurred with Underwriters' consent in connection with subsidence.

Underwriters' liability will not exceed £10,000 in any one period of insurance.

Utilities

Underwriters will indemnify the insured 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 the insured obtains 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 Underwriters of a declaration of gross rent receivable earned during the financial year most nearly concurrent with the period of insurance as reported by the insured's 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 Underwriters 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 Underwriters will allow a pro rata return of premium not exceeding 50% of the premium paid but subject to the retention by Underwriters of any minimum premium under this section.

Section 3 - Employers' Liability

Definitions

For the purposes of this section only

act of terrorism means an activity that

- a) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof;
and
- b) appears to be intended to
 - i) intimidate or coerce a civilian population, or
 - ii) disrupt any segment of the economy of a government de jure or de facto, state or country, or
 - iii) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion, or
 - iv) affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage taking

bodily injury means death, injury, illness, disease or shock

business means the business as stated in the schedule including

- a) provision and management of catering, social, sports, educational and welfare facilities for the benefit of employees, first aid, medical, ambulance, fire and security services and maintenance of the insured's premises
- b) private duties undertaken by an employee for the insured, or, with the insured's consent, for any director, partner or official of the insured
- c) ownership and maintenance of buildings, premises and land used in connection therewith
- d) participation as an exhibitor at trade shows or exhibitions

employee means

- a) any person under a contract of service or apprenticeship with the insured or with some other employer and who is supplied to or hired to or borrowed by the insured
- 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 the insured provided that such work is under the immediate supervision and control of the insured
- d) any person who is engaged under a Government or otherwise authorised work experience, training, study, exchange or similar scheme whilst working for the insured in connection with the business.

Cover

Underwriters will indemnify the insured against all amounts which the insured 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 the insured 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 the insured or any director, partner or employee of the insured 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

Compensation for court attendance

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

- a) any director or partner of the insured £250
- b) any employee £100.

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 the maximum liability of Underwriters in the aggregate for damages to all parties insured shall not exceed the Limit of liability.

Health and Safety at Work etc. Act 1974

Underwriters will indemnify the insured and, at the request of the insured, any director, partner or employee of the insured against legal costs and expenses incurred, with Underwriters' 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 the written consent of Underwriters in an appeal against conviction arising from such proceedings.

Underwriters 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 the insured
- d) more than £250,000 in any one period of insurance.

Indemnity to other persons

Underwriters will indemnify at the request of the insured

- a) any director, partner or employee of the insured
- b) any officer, committee member or other person employed by the insured's 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 the consent of the insured 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 the insured for the performance of work
- e) the owner of plant hired by the insured 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 the insured would have been entitled to indemnity under this policy if the claim had been made against the insured. 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) Underwriters will retain the sole conduct and control of any claim
- iv) the maximum liability of Underwriters in the aggregate for damages to the insured and any such persons shall not exceed the limit of liability.

Limit of Liability

Underwriters' liability in respect of

- a) accidental bodily injury to employees
- b) all legal costs recoverable from the insured by any claimant
- c) any other costs and expenses of litigation incurred with Underwriters' written consent
- d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- e) the costs incurred, with Underwriters' 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

- i) £5,000,000 as regards bodily injury which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any act of terrorism
- ii) the amount stated in the schedule as regards any other bodily injury

in respect of any one claim against the insured or series of claims against the insured arising out of one cause.

Special exclusion

Underwriters will not be liable under this section in respect of liability arising from and or caused by

- 1 any processes or work in connection with any of the following
 - a) 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 the insured.
- 2 damages for bodily injury unless the action is brought against the insured in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Special conditions

- 1 The indemnity granted includes protection to the insured 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 the insured shall repay to Underwriters all sums paid by Underwriters which Underwriters would not have been liable to pay but for the provisions of such law.
- 2 Underwriters may at any time pay to the insured 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 Underwriters is deemed to be cancelled at the same time.

Corporate Manslaughter

Underwriters will indemnify the insured against

- a) legal costs and expenses incurred with the prior written consent of Underwriters
- and
- b) prosecution costs awarded against the insured

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.

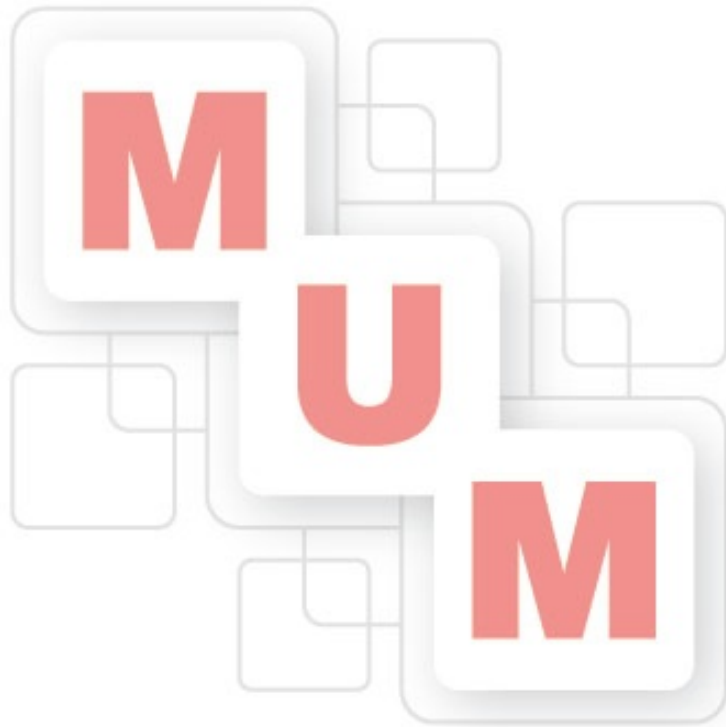
Provided that

- i) the liability of Underwriters 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 Underwriters 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 Underwriters will be deducted from the amount payable under this extension.
- iv) Underwriters agree in writing to the appointment of any solicitor or counsel who is to act on behalf of the insured prior to their appointment.

Underwriters 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 counsel 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 the insured or any director partner or employee of the insured.
- 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 the insured in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.



Section 4 – Property Owners’ Liability

Definitions

For the purposes of this section only

act of terrorism means an activity that

- a) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and
- b) appears to be intended to
 - i) intimidate or coerce a civilian population, or
 - ii) disrupt any segment of the economy of a government de jure or de facto, state or country, or
 - iii) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion, or
 - iv) affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage taking

bodily injury means death, injury, illness, disease or shock

business means the business as stated in the schedule including

- a) provision and management of catering, social, sports, educational and welfare facilities for the benefit of employees, first aid, medical, ambulance, fire and security services and maintenance of the insured’s premises
- b) private duties undertaken by an employee for the insured, or, with the insured’s consent, for any director, partner or official of the insured
- c) ownership and maintenance of buildings, premises and land used in connection therewith
- d) participation as an exhibitor at trade shows or exhibitions

employee means

- a) any person under a contract of service or apprenticeship with the insured or with some other employer and who is supplied to or hired to or borrowed by the insured
- 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 the insured provided that such work is under the immediate supervision and control of the insured
- d) any person who is engaged under a Government or otherwise authorised work experience, training, study, exchange or similar scheme whilst working for the insured in connection with the business

products means any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by the insured in connection with the business from the premises and no longer in the insured’s possession or control.

Cover

Underwriters will indemnify the insured against all amounts which the insured 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
- c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property happening in connection with the business and occurring
 - i) during the period of insurance
 - ii) within the territorial limits
 - iii) elsewhere in the world in respect of any journey or temporary visit in connection with the business by the insured or any director, partner or employee of the insured 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

Compensation for court attendance

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

- a) any director or partner of the insured £250
- b) any employee £100.

Contingent motor liability (non-owned vehicles)

Notwithstanding Special exclusion 2 iii) Underwriters will indemnify the insured named in the schedule and no other for the purposes of this extension in respect of legal liability for accidental bodily injury to any person or accidental loss or destruction of or accidental damage to material property arising out of the use of any motor vehicle not the property of nor provided by the insured but being used in connection with the business.

Provided that Underwriters shall not be liable under this extension

- a) in respect of loss or destruction of or damage to such vehicle or to goods conveyed therein or thereon
- b) for bodily injury to any person or loss or destruction of or damage to property arising while such vehicle is being driven by
 - i) the insured
 - ii) any person who to the knowledge of the insured or his representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such a licence
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside the territorial limits.

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 the maximum liability of Underwriters in the aggregate for damages to all parties insured shall not exceed the Limit of liability.

Defective Premises Act 1972

Underwriters will indemnify the insured against all amounts which the insured 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 the insured 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.

Underwriters will not be liable

- a) if at the date of their disposal by the insured 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 the insured is entitled to indemnity under any other policy.

Health and Safety at Work etc. Act 1974

Underwriters will indemnify the insured and, at the request of the insured, any director, partner or employee of the insured against legal costs and expenses incurred, with Underwriters' 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 the written consent of Underwriters in an appeal against conviction arising from such proceedings.

Underwriters 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 the insured
- d) more than £250,000 in any one period of insurance.

Indemnity to other persons

Underwriters will indemnify at the request of the insured

- a) any director, partner or employee of the insured
- b) any officer, committee member or other person employed by the insured's 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 the consent of the insured 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 the insured for the performance of work
- e) the owner of plant hired by the insured 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 the insured would have been entitled to indemnity under this policy if the claim had been made against the insured.

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) Underwriters will retain the sole conduct and control of any claim
- iv) the maximum liability of Underwriters in the aggregate for damages to the insured and any such persons shall not exceed the limit of liability.

Indemnity to managing agents

Underwriters will indemnify at the request of the insured, any managing agent acting on behalf of the insured in connection with the business against legal liability in respect of which the insured would have been entitled to indemnity under this policy if the claim had been made against the insured. Underwriters 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) Underwriters will retain the sole conduct and control of any claim
- iv) the maximum liability of Underwriters in the aggregate for damages to the insured and any such managing agents shall not exceed the limit of liability.

Leased, hired and rented premises

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

Provided that Underwriters will not be liable in respect of

- a) liability assumed by the insured 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.

Movement of obstructing vehicles

Notwithstanding Special exclusion 2 iii) Underwriters will indemnify the insured in respect of legal liability for accidental bodily injury to any person or accidental loss or destruction of or accidental damage to material property arising out of any mechanically propelled vehicle not owned or hired by or lent to the insured being driven by the insured or by an employee with the permission of the insured for the sole purpose of moving such vehicle to allow the free movement of any vehicles owned hired or lent to the insured or any employee

Provided that the vehicle causing the obstruction

- a) is parked on or is obstructing the premises
- b) is moved or is being driven using the obstructing vehicle owner's ignition key
- c) is driven by a person competent to drive the vehicle

Underwriters will not be liable under this Additional cover in respect of liability for

- i) damage to the vehicle being moved
- ii) bodily injury for which compulsory insurance or security is required under any legislation governing the use of the vehicle.

Limit of liability

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

Underwriters will also pay

- a) all legal costs recoverable from the insured by any claimant
- b) any other costs and expenses of litigation incurred with Underwriters' written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with Underwriters' 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.

Special exclusions

Underwriters will not be liable under this section in respect of

- 1 bodily injury to any employee arising out of and in the course of his employment by the insured 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 the insured 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 the insured
 - b) property belonging to or held in trust by or in the custody of or under the control of the insured or any director, partner or employee of the insured 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
 - a) breach of professional duty
 - b) the provision of advice or any plan, design, formula or specification given separately for a fee
 - c) the use of welding or flame cutting equipment or asphalt bitumen or tar heaters away from the premises
 - d) loss or destruction of or damage to property, buildings or land caused by vibration or by the removal or weakening of support
- 6 liability arising from and or caused by any processes or work in connection with any of the following
 - a) asbestos
 - 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) work underground, underwater or airside
 - h) loading or discharging of vessels or other work on ships
 - i) piling or the use of explosives
 - j) any demolition unless such work forms part of a contract for construction, alteration, maintenance or repair and prior permission for any such demolition is obtained in writing by the insured from Underwriters
- 7 bodily injury or loss or destruction of or damage to property caused by products (other than food or drink for consumption at the premises by directors, partners, employees or visitors of the insured)
- 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 the insured is or has 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:
 - i) 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
 - ii) riots, strikes or civil commotion; or
 - iii) any act of terrorism

If Underwriters 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 the insured
- 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 the insured in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- 14 the relevant excess as stated in the schedule in respect of loss or destruction of or damage to property occurring away from the premises

- 15 a) 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
- b) 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
- c) 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

Special conditions

- 1 It is a condition precedent to the liability of Underwriters that the undernoted precautions shall be complied with whenever blow lamps, blow torches or hot air guns are used in connection with any work
- a suitable employee of the insured be appointed at each site of operations to be responsible for fire safety for each period of work and to ascertain the location of fire alarms and fire extinguishing appliances installed by the occupier(s)
 - the work to be performed only by trained personnel
 - the area within 10 metres in which such blow lamps, blow torches or hot air guns are to be used shall first be cleared of loose combustible material and segregated by the use of screens constructed of incombustible materials
 - the area on the other side of walls or partitions where work is to be undertaken shall first be inspected to ensure that there be no combustible materials directly or indirectly in danger of ignition
 - combustible floors in the segregated area shall be covered with sand or protected by overlapping sheets of incombustible materials
 - suitable fire extinguishing appliances shall be available for instant use and in the immediate proximity of any heat work
 - blow lamps, blow torches, hot air guns or their gas cylinders shall be filled or changed only in the open and not in the confines of any building
 - gas cylinders shall be kept outside the building in or on which the work is being undertaken and stored away from any obvious fire hazard
 - blow lamps, blow torches or hot air guns shall be lighted for as short a time as possible before use and extinguished immediately after use
 - lighted blow lamps, blow torches or hot air guns shall never be left unattended
 - an examination shall be made in and about the area in which such equipment has been used immediately upon completion of any period of work to detect potential sources of fire or explosion and again after one hour of completion of such work to ensure that there is nothing smouldering and that there is no risk of fire.
- 2 It is a condition precedent to the liability of Underwriters that the undernoted precautions shall be complied with whenever there be any burning of waste or other materials
- 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
- 3 Underwriters may at any time pay to the insured 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, action 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.

Corporate Manslaughter

Underwriters will indemnify the insured against

- legal costs and expenses incurred with the prior written consent of Underwriters and
- prosecution costs awarded against the insured

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.

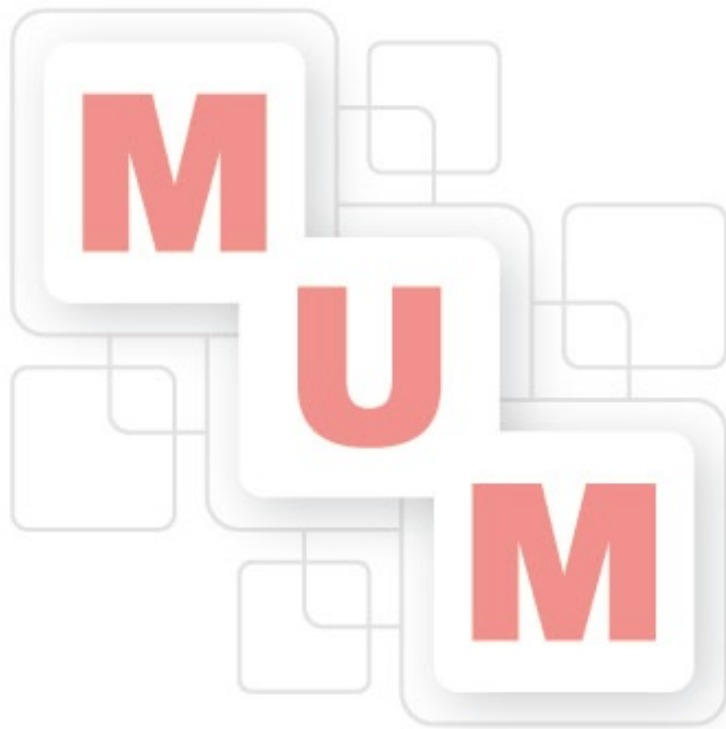
Provided that

- the liability of Underwriters under this extension shall not exceed £2,000,000 during any one period of insurance.
- 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.
- where Underwriters 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 Underwriters will be deducted from the amount payable under this extension.
- Underwriters agree in writing to the appointment of any solicitor or council who is to act on behalf of the insured prior to their appointment.

Underwriters will not be liable for

- any fines or penalties or the cost of implementing any remedial order or publicity order.
- an appeal against any fines penalties remedial order or publicity order.
- any costs incurred which result from the failure to comply with any remedial order or publicity order.
- costs and expenses in connection with an appeal unless advice has been obtained from solicitors or council that there are strong prospects of success.
- costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the insured or any director partner or employee of the insured.

- 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 the insured in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.



Section 5 - Terrorism

Definitions

For the purposes of this section only

computer equipment means any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the insured or not

denial of service attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but without limitation the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

General Cover means any insurance by this policy in respect of property and/or consequential loss in Great Britain

Great Britain means England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man nor the Channel Islands

hacking means unauthorised access to any computer equipment

nuclear installation means any installation of such class and description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

- a) the production or use of atomic energy, or
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

nuclear reactor means any part (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

operative sub-section means any sub-section against which a sum insured has been inserted in the schedule

virus or similar mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not, including but without limitation Trojan horses, worms and logic bombs

Terrorism – Property Damage

This sub-section applies to the property insured as described, defined and specified as insured in the General Cover provided by this policy, save only that any insurance in respect of loss of rent or cost of alternative accommodation shall be deemed to be insured by the Terrorism – Consequential Loss sub-section of this section.

Terrorism – Consequential Loss

This sub-section applies to loss of gross profit, gross revenue, income or rent, cost of alternative accommodation or increase in cost of working or other such items of loss (other than Book Debts) resulting from interruption or interference as described, defined and specified as insured in the General Cover provided by this policy.

Provided that at the time of the happening of the loss, destruction or damage that causes the interruption or interference there shall be in force an insurance provided by Underwriters covering the interest of the insured in the property that suffers such loss, destruction or 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.

Terrorism – Book Debts

This sub-section applies to outstanding debit balances as described, defined and specified as insured in the General Cover provided by this policy.

Cover

Underwriters will indemnify the insured in the event of loss, destruction or damage to the property insured or consequential loss resulting therefrom, insofar and to the extent that it is insured in Great Britain by the General Cover and in respect of which there is an operative subsection in the schedule, the cause of which is an act of terrorism

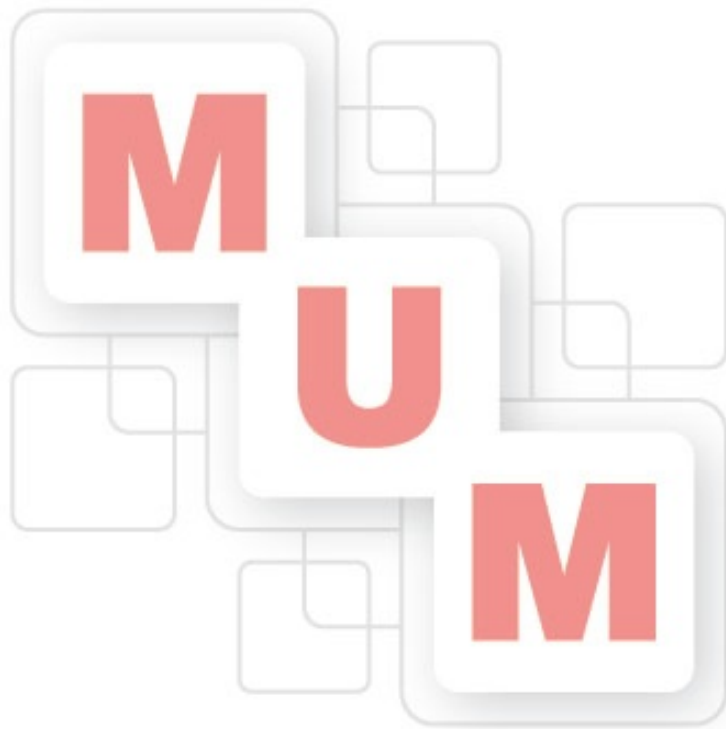
Special exclusions

Underwriters will not be liable under this section in respect of

- 1 loss, destruction or damage or consequential loss directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
 - a) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - b) virus or similar mechanism or hacking or denial of service attack in respect of any computer equipment
- 2 loss, destruction or damage or consequential loss in respect of
 - a) any nuclear installation or nuclear reactor
 - b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
 - c) any property which is insured by or would but for the existence of this policy be insured by any form of transit or aviation or marine policy other than any Goods in Transit section, sub-section or extension of the General Cover provided by this policy insofar as it relates to loss, destruction or damage occurring in Great Britain
 - d) any other type of property which is specifically excluded elsewhere in this policy

Special conditions

- 1 This section is concurrent and conjunctive with and dependent upon the General Cover provided by this policy.
- 2 This section is not subject to any of the General Exclusions of this policy other than those stated in the Special exclusions of this section.
- 3 This section is subject to all the other terms, sums insured, limits of liability, definitions, provisions, bases of claims settlement and conditions which apply to the General Cover provided by this policy (including but without limitation any excess or deductible to be borne by the insured) except as expressly varied hereby.
- 4 In any action, suit or other proceedings where Underwriters allege that any loss, destruction, damage or consequential loss is not covered by this section the burden of proving that such loss, destruction, damage or consequential loss is covered shall be upon the insured.
- 5 This section is not subject to General Condition 15 Reinstatement of sum insured, nor to any Inflation protection or to any Long Term Agreement or Undertaking which may apply to the General Cover provided by this policy.
- 6 This section is to be lapsed or cancelled simultaneously with any lapse or cancellation of the General Cover provided by this policy.



Section 6- Legal Expenses

Legal Advice

You can obtain telephone based legal advice on UK law by telephoning the legal line. Telephone the number shown on your policy Legal Expenses Schedule and quote your policy number

Advice can be sought on a wide range of areas of law, including employment, health and safety and tax. The advice is provided by barristers, solicitors and tax consultants and is confidential and impartial. In the interest s of monitoring the quality of legal advice given, conversations may be recorded.

The Legal Line is not empowered to give advice on the admissibility of any claim under the policy. If you wish to make a claim or have a query about policy cover, you must contact our claims department (see below)

You can seek stress counselling advice by calling the number shown on your policy Legal Expenses Schedule.

Special Conditions

Employment Disputes

We will only agree to cover your claim if you have sought and followed advice from legal line and obtained their authorisation;

1. Prior to carrying out any disciplinary procedure or action or suspension of an employee;
2. Prior to dismissal of an employee;
3. Prior to notifying an employee of their intended retirement date or retiring an employee;
4. prior to instituting a redundancy programme and prior to making an employee redundant;
5. upon notification formally or informally of a grievance from an employee or ex-employee;
6. upon notification formally or informally of a complaint relating to discrimination, victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation;
7. prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an employee's remuneration);
8. immediately an employee walks out with or without written notice;
9. upon receipt of an appeal from an employee or ex-employee against a decision taken as a result of a disciplinary or grievance procedure or a decision to dismiss

Undisputed debts

An undisputed debt must be referred to the Debt Collection Service within 30 days after the date the invoice was due for payment. The Debt Collection Service is provided by a debt collection organisation which is not part of Abbey Legal Protection but it can be accessed by telephoning the Legal Line and asking to be transferred to the Debt Collection Service.

You must utilise the services of the Debt Collection Service at your own cost. The fee charged by the Debt Collection Service is a percentage of the amount of the debt recovered from the debtor. The policy does not cover this fee.

If the Debt Collection Service recommends legal proceedings against the debtor to recover the debt, you must immediately submit a Claim under the Contract Disputes Section of Cover. You should contact our Claims Department for a Claim Form.

If at any time an undisputed debt referred to the Debt Collection Service becomes disputed, you must contact our Claims Department.

Legal Expenses Policy Wording

This is a "claims made" insurance. This insurance only covers Claims notified to the Coverholder during the Period of Insurance.

The Insured has submitted a written proposal and declaration or renewal declaration to the Insurer and it is agreed this shall form the basis for the issue of this Policy.

The Insurer agrees in consideration of the premium to indemnify the Insured to the extent and in the manner provided within this Policy in connection with activities within the scope and extent of the Business Description of the Insured.

Unless expressly stated nothing in this Policy will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999

Definitions

For the purposes of this section only

Acts of Parliament means all acts of Parliament referred to in this policy shall include subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the territorial limits

Adjudication means the dispute resolution process introduced by the housing Grants Construction and Regeneration act 1996 whether required by contract or statute

Adjudication expenses means any professional fees expenses and other disbursements (including those associated with the appointment of an adjudicator) reasonably incurred by the Appointed Representative in preparing for and/or representing the Insured at an Adjudication with the consent of the Coverholder together with any costs incurred by the adjudicator and which the Insured is ordered to pay the adjudicator or which may be necessary to secure the release

of the adjudicator's award in an Adjudication. Adjudication Expenses do not include any costs the Insured agrees to pay or may be ordered to pay any other party to the Adjudication – whether contractually or otherwise.

Any One Claim means all Claims consequent upon the same original cause, event or circumstance. In respect of a Claim under Section D Tax Protection, an HMRC investigation into a later year's Self Assessment Return, where a previous year's Self Assessment Return is still subject to an open enquiry, shall be deemed to be Any One Claim.

Appointed Representative means a solicitor, barrister or other appropriately qualified person appointed to act for the Insured in accordance with the terms of this Policy.

Awards of Compensation means basic and Compensatory Awards and compensation for unlawful discrimination made against the Insured by an Employment Tribunal or settlement thereof subject to the consent of the Coverholder but not including Additional Awards, Protective Awards, Interim Relief, Arrears of Pay or Awards of Damages under the Equal Pay Act or arising out of failure to comply with awards in respect of reinstatement or re-engagement. The Insurer will not pay any fine, award or damages incurred by deliberately avoiding a payment or liability under statutory requirements. The Insurer will not pay any redundancy payment or any monies due or properly payable arising under or from a contract of employment, service agreement or related document or from any related, implied or incorporated terms of a contract of service.

Business Description is as specified in the Legal Expenses Schedule

Claim means a claim under this Policy for Legal Expenses, Professional Expenses, Adjudication Expenses, Awards of Compensation or Jury Service Allowance.

Construction Contract means a Construction Contract Act as defined by s.104 Housing Grants, Construction and Regeneration Act 1996. (For the avoidance of doubt supply of a S.104 construction contract to a residential occupier will be deemed a Construction Contract for the purposes of this policy)

Contracting Party means a person, firm or company domiciled within the Territorial Limits with whom the Insured has a direct contractual relationship.

Coverholder means Abbey Legal Protection a trading division of Abbey Protection Group Limited, who administers and manages this insurance on behalf of the Insurer

Debt Collection Service means the debt collection service nominated by the Coverholder.

Due Date means the date monies owed to the Insured first become due and payable.

Employee Any person under a contract of service with the insured

Excess means the amount specified in the Legal Expenses Schedule the Insured must pay in respect of Legal Expenses and/or Professional Expenses and/or Awards of Compensation and/or Adjudication Expenses in respect of Any One Claim before the Insurer shall be liable to make any payment

Increased excess means the amount specified in the Legal Expenses Schedule the Insured must pay in respect of Legal Expenses and/or Professional Expenses and/or Awards of Compensation and/or Adjudication Expenses in respect of Any One Claim before the Insurer shall be liable to make any payment if the Insured instructs an alternative Appointed Representative to the one chosen by the Coverholder.

Injury means physical bodily injury or death

Insured The Company, firm, partnership or trading individual as specified in the Legal Expenses Schedule and if the Insured requests any Employee including director or partner of the Insured conditional on the same Appointed Representative acting for all.

Where the Insured as specified in the Legal Expenses Schedule is charged under the Corporate Manslaughter and Corporate Homicide Act 2007 the Insured may not request any Employee, director or partner to be included as an Insured.

Inland Revenue Investigations

(i) Business Self Assessment Full Enquiry

The enquiry which takes place when an officer of HM Revenue & Customs ("HMRC") makes a request to examine all of the Insured's business books and records and issues a formal notice under S9A or S12AC of the Taxes Management Act 1970 or under Paragraph 24(1) Schedule 18 Finance Act 1998.

(ii) Employer Compliance Dispute

A dispute which takes place following an expression of dissatisfaction with the Insured's PAYE and/or NIC affairs following an employer compliance visit by HMRC or following an expression of dissatisfaction with the Insured's P11Ds or P9Ds.

(iii) Business Self Assessment Aspect Enquiry

The enquiry which takes place when an officer of HMRC issues a formal notice under Paragraph 24(1) Schedule 18 Finance Act 1998 or S9A or S12AC of the Taxes Management Act 1970 in order to make an Aspect Enquiry into only certain boxes on the Insured's Self Assessment Return.

(iv) Schedule 36 Pre Dispute- A written request by HMRC under Sch36 FA2008 to inspect business records, assets or premises.

HMRC Investigation means Inland revenue investigations and VAT disputes

Insurer means Brit Insurance Limited, 55 Bishopsgate, London, EC2N 3AS

Jury Service Allowance means the amount of money per day the Insured is liable to pay the Employee each day they attend on jury service less any recovery from the Court.

Legal Expenses

a) Fees

- I. Any professional fees, expenses and other disbursements reasonably incurred by the Appointed Representative with the consent of the Coverholder, but excluding Adjudication Expenses; and
- II. Any costs incurred by other parties insofar as the Insured is held liable in court or tribunal proceedings to pay such costs or becomes liable to pay such costs under a settlement made with another party with the consent of the Coverholder but excluding any costs which the Insured may be ordered to pay by a court of criminal jurisdiction and excluding any costs which the Insured may be ordered to pay in respect of an Adjudication.

b) Witness Attendance Allowance

The amount of money per day the Insured is liable to pay the Employee each day they are required by the Appointed Representative to attend as a witness at a court or tribunal hearing. Indemnity limited to £100 per day and a maximum of £1,000 in Any One Claim.

Minimum sum in dispute means the sum in dispute between the insured and the contracting party as specified in the Legal Expenses Schedule below which the insurer shall not be liable to provide indemnity

Professional Expenses any fees, expenses and other disbursements reasonably incurred by the Appointed Representative with the consent of the Coverholder but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

Property means land and/or buildings owned or occupied by the Insured or otherwise for which the Insured is legally responsible.

Statutory Licence means a licence or certificate of registration issued under statute, statutory instrument or by a Government or local authority to the Insured provided that such licence or certificate is necessary to engage in the Business Description of the Insured.

Territorial Limits are as specified in the Legal Expenses Schedule.

VAT Disputes means a dispute which takes place following a VAT control visit where a written decision, assessment or statement of alleged arrears is received from HMRC into the Insured's Value Added Tax Return; or following the receipt of a notice of VAT default surcharge, misdeclaration or late registration penalty.

Limits of Insurer's Liability means the maximum liability of the Insurer under this Policy is limited to the amounts specified in the Legal Expenses Schedule for 1 and 2 below:

1. Any One Claim
2. All Claims notified during the Period of Insurance.

Sections of Cover

The sections of cover applicable are as specified in the Legal Expenses Schedule.

The Insurer will only indemnify the insured for claims where the dispute, legal proceedings and HMRC investigation are or would be within the territorial limits and the claim is notified during the period of insurance.

Sub-Section A1- Contract Disputes

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against the Insured in a contractual dispute with a Contracting Party over a contract for the sale of goods or a contract for the hire of goods or a contract for the supply of a service within the meaning laid down in the Sale of Goods Act 1979, and/or the Supply of Goods and Services Act 1982 provided that:

1. Legal Expenses incurred in the pursuit of any dispute or legal proceedings shall be limited to 75% of the amount in dispute;
2. the amount in dispute exceeds the minimum sum in dispute;
3. where the contract is a construction contract as defined by the Housing Grants, Construction and Regeneration Act 1996 the construction operations are carried out or are to be carried out by the Contracting Party on Property owned by the Insured and the contract is for the repair or renovation of the Property (For the avoidance of doubt supply of a S.104 construction contract to a residential occupier will be deemed a constructions contract for the purposes of this Policy);
4. where the dispute relates to monies owed to the Insured and such liability is not contested the Insured refers the debt to the Debt Collection Service within 30 days of the Due Date and agrees use of the service shall be paid for by the Insured and not indemnified by the Insurer. If the Debt Collection Service exhausts its normal recovery procedure and recommends to the Coverholder that legal proceedings are necessary, the Insured shall immediately notify a Claim under this Section of Cover.

Exclusions to Sub-Section A1

The insurer shall not be liable to indemnify the insured in respect of claims arising out of or in connection with;

1. contracts that provide or arrange credit, insurance, securities or guarantees;
2. contracts where the liability or right of recovery of the insured is incurred through their agent or by assignment;
3. franchise contracts;
4. contracts governed by or alleged to be governed by the Consumer Credit Act 1974;
5. contracts of employment;
6. contracts for the use of property;
7. construction contracts;

Sub-Section A2- Construction Contract Disputes

The Insurer agrees to indemnify the Insured against Legal Expenses and Adjudication Expenses incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against the Insured in a contractual dispute with a Contracting Party over a Construction Contract for the sale of goods or a contract for the hire of goods or a contract for the supply of a service within the meaning laid down in the Sale of Goods Act 1979, and/or the Supply of Goods and Services Act 1982 provided that:

1. The construction contract is in writing and expressly stipulates;
 - I. the parties to the agreement and;
 - II. the work to be done and;
 - III. the payment to be made for the work done.

In addition so far as the insured seeks to recover sums in respect of variations to the main contract works, prolongation or delay the insured must be able to evidence of;

- I. the extra work undertaken;
 - II. the instructions and authority upon which such extra work was carried out;
 - III. the extra costs incurred as a result of the variation to the contract programme.
2. Legal expenses or adjudication expenses incurred in the pursuit of any dispute or legal proceedings shall be limited to 75% of the amount in dispute;
 3. the amount in dispute exceeds the minimum sum in dispute;
 4. the construction contract was entered into and the work commenced after the start of the first continuous period of insurance.

Exclusions to Sub-Section A2

The insurer shall not be liable to indemnify the insured in respect of claims arising out of or in connection with;

1. contracts that provide or arrange credit, insurance, securities or guarantees
2. contracts where the liability or right of recovery of the insured is incurred through their agent or by assignment;
3. franchise contracts;
4. Contracts governed by or alleged to be governed by the Consumer Credit Act 1974;
5. contracts of employment;
6. contracts for the use of property

Sub-Section B- Criminal Prosecution

The insurer agrees to indemnify the insured against legal expenses incurred in;

1. defending a prosecution against the insured in a court of criminal jurisdiction;
2. an appeal by the insured against the service of an improvement or Prohibition notice under the Health & Safety at Work Act 1974 or the Food Safety Act 1990

Exclusions to Sub-Section B

The Insurer shall not be liable to indemnify the Insured in respect of Claims arising out of or in connection with:

1. any prosecution relating to or arising from investigations by HMRC;
2. any prosecution for offences against the person, including offences of a sexual nature, other than charges under the Corporate Manslaughter and Corporate Homicide Act 2007;
3. any prosecution for criminal damage;
4. any prosecution alleging dishonesty;
5. any prosecution for non-endorsable road traffic offences except tachograph prosecutions and weight prosecutions;
6. an allegation of speeding or driving whilst under the influence of alcohol and/or drugs;
7. failure to insure a motor vehicle as required by law

Sub Section C- Employment Dispute

The Insurer agrees to indemnify the Insured against Legal Expenses and Awards of Compensation incurred by the Insured in defending legal proceedings brought against the Insured by an Employee, ex-Employee or prospective Employee in respect of their contract of employment with the Insured or a breach of employment related legislation.

It is a condition precedent to the Insurer's liability that the Insured has sought and followed all the advice from the Legal Line as to the procedure to be adopted and has received specific authorisation from the Legal Line:

1. Prior to carrying out any disciplinary procedure or action or suspension of an employee;
2. Prior to dismissal of an employee;
3. Prior to notifying an employee of their intended retirement date or retiring an employee;
4. prior to instituting a redundancy programme and prior to making an employee redundant;
5. upon notification formally or informally of a grievance from an employee or ex-employee;
6. upon notification formally or informally of a complaint relating to discrimination victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation;
7. prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an employee's remuneration);
8. immediately an employee walks out with or without written notice;
9. upon receipt of an appeal from an employee or ex-employee against a decision taken as a result of a disciplinary or grievance procedure or a decision to dismiss.

Sub-Section D- Tax Protection

Section D1 - Inland Revenue Investigations

The Insurer agrees to indemnify the Insured against Professional Expenses incurred in respect of representation of the Insured in an Inland Revenue Investigation including representation at a First-tier Tribunal, Upper Tribunal and at an appeal against a decision following such a Tribunal provided that in the case of an Employer Compliance Dispute there is a reasonable prospect of reducing the liabilities alleged by HMRC.

Section D2 - VAT disputes

The insurer agrees to indemnify the insured against professional expenses incurred in representation of the insured in a VAT dispute in respect of:

1. the local review procedure in order to reach agreement with HMRC;
 2. a First-Tier tribunal, upper tribunal, or VAT tribunal, including an appeal;
- provided that there is a reasonable prospect of reducing the liabilities alleged by HMRC

Exclusions to Sub-Section D

The insurer shall not be liable to indemnify the insured in respect of:

1. the defence of a criminal prosecution
2. taxation proceedings which arise out of negligent misstatements or omissions made by or on behalf of the Insured in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records;
3. any Claim where the Tax Return is submitted outside the statutory time limits and/or in a penalty position or where the Insured has not notified chargeability to tax within the statutory time limits;

4. the cost of preparing and reconciling returns, accounts, records or any other statutory returns, and the cost of professional valuations to support them;
5. an enquiry under Public Notice 160 or Section 60 of the VAT Act 1994 or matters handled by HM Revenue & Customs Specialist Investigations, Civil Investigations of Fraud and Criminal Investigations Sections. Also Code of Practice 8 and 9 cases and/or the defence of any criminal prosecution;
6. an enquiry in to the validity of a claim for Working Families Tax Credit or a dispute concerning the payment of the Working Families Tax Credit by an Employer;
7. any dispute in connection with the payment of the National Minimum Wage;
8. a dispute or enquiry in respect of IR35 legislation
9. any claim made where a Return submitted at the final filing date contains provisional figures in respect of all of the trading income and expenditure items;
10. an investigation under a voluntary disclosure made to the HMRC in respect of omitted tax NIC or VAT liabilities which become due as a result of the Insured's deliberate act or following an HMRC amnesty where the Insured has made an incorrect return to HMRC;
11. HMRC Enquiry into a tax planning arrangement where HMRC has allocated a Disclosure of Tax Avoidance Scheme (DoTAS) Number for inclusion on the relevant self assessment return or where a DoTAS Number would have been issued but for the failure to notify HMRC of the tax planning arrangement; or any matter relating to bespoke tax planning outside of the normal trade such as film partnerships or film schemes, or planning involving artificially created losses or loan arrangements.

Sub-Section E - Property Disputes

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in any dispute or legal proceedings made by or brought against the Insured:

1. over the physical possession of the Property provided that all statutory and contractual notices have been correctly served by the Insured;
 2. over the terms of a tenancy agreement between the Insured and a Contracting Party relating to the use or maintenance of the Property including dilapidations;
 3. other than with a tenant over the actual or alleged negligence, damage or nuisance to the Property,
- provided that the Insured will suffer financial loss if the Insured fails to pursue or defend the dispute or legal proceedings.

Exclusions to Sub-Section E

The Insurer shall not be liable to indemnify the Insured in respect of any Claim arising out of or in connection with:

1. the payment or non payment or review of any tax, rent or service charge;
2. a dispute relating to planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority;
3. any dispute arising from the negotiation, review or renewal of a tenancy agreement or the subsequent purchase of the Property whether or not such purchase is completed;
4. any dispute where the Insured has failed to maintain in full force and effect during the tenancy agreement buildings insurance covering the standard range of perils if the Insured was contractually obligated to have such insurance in force;
5. a dispute over subsidence or heave howsoever caused;
6. a contract dispute other than where the contract is a tenancy agreement with a Contracting Party.

Sub-Section F - Data Protection

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in defending any dispute or legal proceedings, brought against the Insured arising out of the Data Protection Act 1998 including an appeal by the Insured against a refusal of an application for registration or alteration of registered particulars or an appeal against an Enforcement, Deregistration or Transfer Prohibition Notice. The Insurer further agrees to indemnify the Insured against compensation awards which the Insured is ordered to pay under Section 13 of the Data Protection Act 1998 upon the holding, loss or unauthorised disclosure of data provided that any compensation follows the Insured's unsuccessful defence of an action under the Data Protection Act 1998 to which the Coverholder's consent had been granted and has not been withdrawn.

Sub-Section G - Statutory Licence

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in an appeal by the Insured against the suspension, revocation, imposed alteration of or refusal to renew a Statutory Licence.

Exclusions to Section G

The Insurer shall not be liable to indemnify the Insured in respect of any Claim arising out of or in connection with:

- a) any disciplinary or internal procedures conducted by authorities charged with the regulation of the Insured in the performance of their Business Description or for any appeal following such procedures;
- b) a suspension, revocation, alteration or refusal to renew a Statutory Licence which is imposed by an Act of Parliament or national or local government regulation or order;
- c) any costs incurred to comply with a notice or order;
- d) driving licences.

Section H - Personal Injury

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in the pursuit of any dispute or legal proceedings for damages for Injury to the Insured caused by the actual or alleged act or omission of a third party

Sub-Section I - Wrongful Arrest Defence

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in the defence of civil legal proceedings against the Insured in respect of allegations of wrongful arrest or malicious prosecution.

Exclusions to Sub-Section I

The Insurer shall not be liable to indemnify the Insured in respect of any Claim arising out of or in connection with:

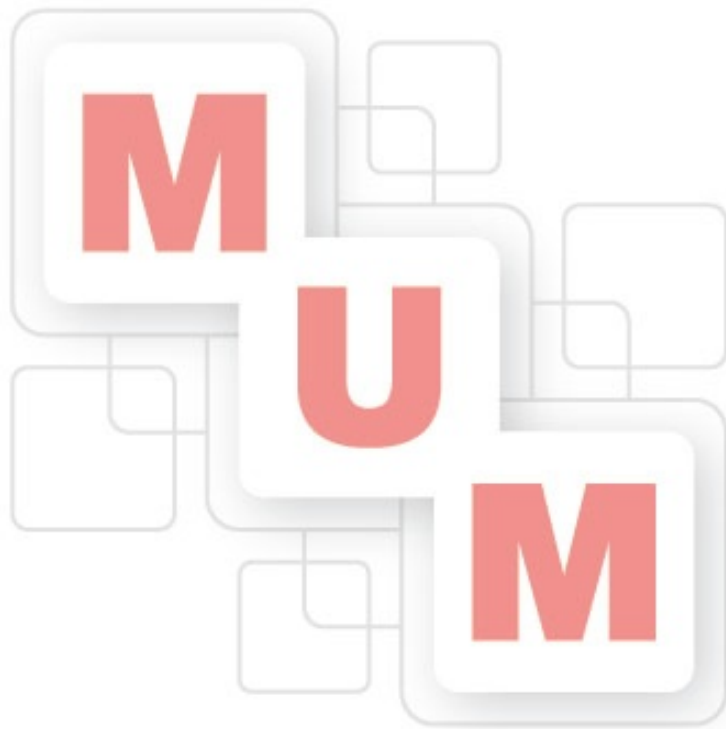
1. allegations made by or against or on behalf of an Employee or former Employee or any other person working for the Insured whether or not an Employee.

Sub-Section J - Jury Service Allowance

The Insurer agrees to indemnify the Insured against Jury Service Allowance with such indemnity being limited to £100 per day and a maximum of £1,000 in Any One Claim

Sub-Section K - Pension Trustee Defence

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in defending civil proceedings against the Insured in the Insured's capacity as a trustee of a pension fund set up for the benefit of the Insured's Employees.



General Exclusions

The Insurer shall not be liable to indemnify the Insured in respect of:

1. the defence of the Insured in civil legal proceedings arising from:
 - I. Injury or disease including psychiatric injury and stress;
 - II. Loss, destruction or damage of or to property;
 - III. Alleged breach of any professional duty
 - IV. Any tortious liability (other than as specified in Sub-section E Property Disputes and Sub-Section J Pensions Trustee Defence);
2. any dispute, legal proceedings or HMRC Investigation made, brought or commenced outside the Territorial Limits;
3. Legal Expenses or Professional Expenses or Adjudication Expenses incurred without the prior written consent of the Coverholder or in excess of the Coverholder's consent;
4. Awards of Compensation where the Coverholder's consent to incur Legal Expenses has not been granted or has been withdrawn;
5. any Claim relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this Policy and which has or which the Insured knew or ought reasonably to have known may give rise to a dispute, legal proceedings or HMRC Investigation by or against the Insured;
6. fines or other penalties imposed by a court or tribunal;
7. any dispute, legal proceedings or HMRC Investigation in respect of which the Insured is, or but for the existence of this Policy would be, entitled to indemnity under any insurance policy whether a legal expenses insurance or not or under a legal aid certificate or representation order;
8. any Claim arising out of the deliberate, conscious, intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent Claims, disputes, legal proceedings or HMRC Investigations;
9. any dispute or legal proceedings with Government or Local Authority departments concerning the imposition of statutory charges;
10. disputes or legal proceedings between Insureds as specified in the Legal Expenses Schedule or any endorsement thereto, or with any parent company or subsidiary company or associated company or partner;
11. any dispute between the Insured and the Coverholder, the Insurer, the Appointed Representative or their insurance broker;
- 12a. any dispute or legal proceedings arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not;
- 12b. any dispute or legal proceedings arising out of the ownership or existence of any intellectual property rights;
13. any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or malicious falsehood;
14. any Legal Expenses or Professional Expenses or Adjudication Expenses incurred in respect of or in connection with a judicial review;
15. appeals arising out of legal proceedings or HMRC Investigations to which no Coverholder's consent has been granted;
16. any claim, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind;
17. any Legal Expenses or Professional Expenses or Adjudication Expenses which the Insured should or would have had to incur irrespective of any dispute;
18. any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:
 - 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 properties of any explosive nuclear assembly or nuclear component thereof;
19. any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with (including any action taken in controlling, preventing, suppressing or in any way relating to) any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - I. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - II. any act of terrorism.

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

Claims Conditions

1. Notification of Claims

It is a condition precedent to the liability of the Insurer that the Coverholder be notified in writing during the Period of Insurance immediately the Insured is aware of any cause, event or circumstance which has given or may give rise to a Claim, dispute, legal proceedings or HMRC Investigation involving the Insured. Where such notification has been given, the Insurer agrees to treat any subsequent Claim in respect of the cause, event or circumstance notified as though the Claim had been notified during the Period of Insurance.

The Coverholder will forward to the Insured an insurance claim form that must be completed and returned immediately.

2. Coverholder's Consent

It is a condition precedent to the liability of the Insurer that their consent to incur Legal Expenses or Professional Expenses or Adjudication Expenses must firstly be obtained in writing. This consent will be given by the Coverholder on behalf of the Insurer if the Insured can satisfy the Coverholder that:

1. it is reasonable to incur Legal Expenses or Professional Expenses or Adjudication Expenses having regard to the proportionality between the remedy claimed and the Legal Expenses or Professional Expenses or Adjudication Expenses to be incurred and;
2. where the Insured is pursuing there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought
- a) where the Insured is defending the other party does not have reasonable prospects of proving the Insured's legal liability
- b) in respect of a criminal prosecution and where the Insured pleads guilty there is a reasonable prospect of a significant mitigation of the Insured's sentence or fine.
- c)

If during the course of a Claim the Insured ceases to satisfy the Coverholder in respect of a) or b) above, indemnity will be withdrawn in respect of Legal Expenses and Professional Expenses and Adjudication Expenses and Awards of Compensation. The decision to grant consent or to withhold it will be taken on receipt of:

1. a fully completed insurance claim form;
2. the information and documentation the Coverholder reasonably requests;
3. a legal opinion from the Appointed Representative as to a) and b) above;
4. any advice the Coverholder may deem it necessary to take.

With the agreement of the Insured, the Coverholder may provide assistance in settling disputes, the costs of which will be covered under this Policy subject to the payment of the Excess or Increased Excess within the Limits of Insurer's Liability.

The Coverholder at its discretion may require the Insured to obtain an opinion from Counsel at the Insured's expense as to the merits of the subject matter of the Claim such opinion to have regard to the same issues that the Coverholder has in assessing the merits of any legal action. If based upon such opinion the Coverholder is satisfied in respect of a) and b) above the Legal Expenses and Professional Expenses and Adjudication Expenses in obtaining that opinion will be paid by the Insurer within the Limits of the Insurer's Liability.

In granting its consent the Insurer undertakes to provide indemnity to the Insured subject to the terms and conditions of this Policy and its Legal Expenses Schedule but such consent does not imply that all Legal Expenses or Professional Expenses and Adjudication Expenses or Awards of Compensation will be paid. In particular Legal Expenses or Professional Expenses and Adjudication Expenses for matters that go beyond the immediate scope of the Claim shall be deemed by the Insurer to fall outside the indemnity provided by this Policy. The Coverholder reserves the right to limit its consent by time and/or financial amount of Legal Expenses or Professional Expenses or Adjudication Expenses and or stage of proceedings to allow for a review of their continued consent.

If after consent has been granted it is shown that the Claim has not been brought within the terms and conditions of this Policy and its Legal Expenses Schedule the Coverholder's consent will be withdrawn and no indemnity shall be provided. The Insurer shall be entitled to recover any Legal Expenses, Professional Expenses, Adjudication Expenses, Awards of Compensation and Jury Service Allowance previously paid.

If the Insured elects to proceed with the pursuit or defence of a dispute or legal proceedings to which the Coverholder's consent has been refused through lack of reasonable prospects as required in b) i. and ii. above and if the Insured is successful in such pursuit or defence, the Insurer will pay Legal Expenses or Professional Expenses or Adjudication Expenses incurred after such consent had been refused subject to the terms and conditions of this Policy.

3. Instruction and choice of Appointed Representative and Counsel

The Coverholder will choose an Appointed Representative to act on behalf of the Insured in any Claim under certain Sections as specified in the Schedule.

In all other sections of cover where recourse is necessary to a lawyer and there are enquiries or legal proceedings, the Insured is free to choose an Appointed Representative to act in the name of and on behalf of the Insured in any enquiry or legal proceedings to which the Coverholder has consented subject to the Increased Excess.

The name and address of the Appointed Representative the Insured proposes to instruct must be notified to the Coverholder in writing. The Coverholder will accept such nomination provided the Coverholder is satisfied the proposed Appointed Representative will co-operate and enable the Insured to comply with the terms and conditions of this policy and provided the proposed Appointed Representative's charging rates are fair and reasonable in regard to the particular legal proceedings.

In all other Claim situations the Coverholder will choose the Appointed Representative subject to the Excess, unless there is a conflict of interest between the Insured and the Coverholder when the Insured is free to choose an Appointed Representative to act in the name and on behalf of the Insured in any Claim to which the Coverholder has consented.

A dispute arising from the Insured's choice may be referred to Arbitration in accordance with General Condition 1.

The Insured must not, without the written consent of the Coverholder, enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses. The Coverholder may withdraw consent previously given at any time.

In selecting the Appointed Representative the Insured shall have regard to its duty to minimise the cost of any Claim.

In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured. If in the course of any Claim the Appointed Representative wishes to instruct Counsel or an expert, Counsel's or the expert's name and an explanation of the necessity for such instruction must be submitted to the Coverholder for consent to the proposed instruction which will not be unreasonably withheld.

4. Disclosure

It is a condition precedent to the insurers liability that:

- a) the Insured must give the Appointed Representative and the Coverholder all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured's possession. The Insured must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.
- b) the Coverholder is entitled to receive from the Appointed Representative and Insured any information, document or advice in connection with any Claim and the subject matter of any Claim even if privileged. In addition the Insured must instruct the Appointed Representative to provide the Coverholder with regular updates on the progress of the subject matter of any Claim and inform the Coverholder immediately if and when any circumstance adversely impacts the factors taken into account in granting the Coverholder's consent. On request the Insured will give to the Appointed Representative any instructions necessary to secure the required access.

5. Payment of Legal Expenses Professional Expenses and Awards of Compensation

All bills for Legal Expenses or Professional Expenses or Adjudication Expenses which the Insured receives from the Appointed Representative should be forwarded to the Coverholder without delay. If the Coverholder so requires the Insured must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal. The Insured is responsible for payment of all Legal Expenses or Professional Expenses or Adjudication Expenses or Awards of Compensation. The Insurer may settle these direct if requested by the Insured to do so. The payment of some Legal Expenses or Professional Expenses or Adjudication Expenses does not imply that all Legal Expenses or Professional Expenses or Adjudication Expenses or Awards of Compensation will be paid.

6. Offer of Settlement

It is a condition precedent to the liability of the Insurer that the Insured must inform the Coverholder in writing as soon as an offer to settle the subject matter of the Claim is received and/or the Insured proposes to make an offer of settlement. In any settlement, the Insured must have regard to Legal Expenses, Professional Expenses, Adjudication Expenses or Awards of Compensation incurred or likely to be incurred and the recovery thereof.

No indemnity will be provided if the Insured enters into any agreement to settle without the prior written consent of the Coverholder (such consent not to be unreasonably withheld) and the Insurer shall be entitled to recover any Legal Expenses or Professional Expenses or Adjudication Expenses or Awards of Compensation previously paid. If the Insured unreasonably rejects an offer of settlement which the Coverholder recommends acceptance of or makes an offer which the Coverholder does not agree with no further indemnity shall be provided.

The Insurer may at its absolute discretion decide to pay the Insured the amount of damages that the Insured is claiming or is being claimed against the Insured instead of indemnifying the Insured for Legal Expenses, Professional Expenses or Awards of Compensation. Where the Insurer exercises this discretion the Insurer will cease to be liable for any further Legal Expenses, Professional Expenses or Awards of Compensation. The Insurer may also require the Insured to make an offer to pay an Award of Compensation to an Employee or Ex-employee or prospective Employee provided the Insurer agrees to pay that Award of Compensation. If the Insured fails to make that offer the Insurer will cease to be liable for any further Legal Expenses or Awards of Compensation.

7. Recovery of Costs

Whenever the Insured is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the Insurer.

Whenever the Insured receives damages compensation or monies of any kind in an Adjudication or subsequent litigation these shall be first used to pay the Adjudication Expenses or repay the Insurer any Adjudication Expenses already paid.

The Insured and their Appointed Representative must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, the Insured agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the Insurer. Where such a settlement is paid in instalments all costs to the Insurer shall be paid first.

8. Appeal Procedure

If, following legal proceedings to which the Coverholder has consented, the Insured wishes to appeal against the judgment or decision of a court or tribunal, the grounds for such appeal must be submitted to the Coverholder through the Appointed Representative immediately or as soon as practicable so that the Coverholder may consider whether to consent to such further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in favour of the Insured following legal proceedings to which the Coverholder has consented, the Insured must notify the Coverholder immediately in order that cover shall continue. The Coverholder will inform the Appointed Representative of its decision. If the Coverholder so requires it the Insured must co-operate in an appeal against the judgment or decision of a court or tribunal.

9. Duty to Minimise

The Insured must take all reasonable precautions to avoid and prevent Claims, HMRC Investigations, legal proceedings and disputes.

The Insured must use every endeavour and take all reasonable measures to minimise the cost and effect of any Claim.

10. Fraudulent Claims

If the Insured makes any request for payment under this Policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false or where there is collusion between any parties to the dispute, this Policy shall become void and any premiums paid shall be forfeited and the Insurer shall be entitled to recover any Legal Expenses, Professional Expenses, Adjudication Expenses, Awards of Compensation and Jury Service Allowance previously paid.

11. Insolvency or Liquidation of the Insured

If the Insured becomes insolvent or is placed in liquidation, receivership, administration or bankruptcy or enters into a voluntary arrangement or deed of arrangement or if any application is made to the court or meeting convened for any such purpose the Insurer has the right to immediately cease to provide indemnity for Legal Expenses, Adjudication Expenses, Awards of Compensation and Professional Expenses notwithstanding any previous consent the Coverholder may have granted.

12. Value Added Tax

If the Insured is registered for VAT, the Insurer will not pay the VAT element of any Legal Expenses or Adjudication Expenses or Professional Expenses.

Communications (under section 6- Legal Expenses)

Initial notification of a Claim must be made in writing by first class post or facsimile to the Coverholder by addressing it to:

Abbey Legal Protection
Minories House
2-5 Minories
London EC3N 1BJ
Tel: 0870 600 1480
Fax: 0870 600 1481

All notices and communications from the Insurer or their representatives to the Insured shall be deemed to have been duly sent if sent to the Insured's address as last declared to the Coverholder or, in relation to any matters arising out of any Claim, if sent to the Appointed Representative.

All notices and communications from the Insured or the Appointed Representative to the Insurer shall be deemed to have been duly sent if sent to the Coverholder at the above address