



# PROPERTIES INSURANCE

SPECIFIED PERILS

Policy wording





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



## Introduction

Welcome to RSA. Thank you for choosing us as your insurer

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place

We are happy to provide duplicates if you mislay any part of your Policy documentation

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

## Customer Care

### Claims Helpline

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. We also realise that running a business means that it might not be convenient for you to report a claim to us during normal office hours. That's why you can now notify us of any claim when it suits you – any time of the day or night. All you have to do is call

Further details are contained in the Policy Summary provided with your Policy

#### 24 hour Claims Helpline

**0345 300 4006**

(Please quote your Policy Number which can be found on your Schedule)

### Emergency Repairs

Should emergency repairs be needed to your property, we will put you in touch with a tradesman from our carefully selected panel. You will have to pay the cost of any work done, but where the damage is caused by an insured event, you can of course submit the cost as part of your claim. Whatever the nature of the emergency, you just need to make a single phone call

### Catastrophe Claim

If you are faced with a major catastrophe, such as a serious fire or flood, we recognise that you will need expert assistance immediately. We will send a representative to help you in a major crisis, 24 hours a day, 365 days a year

### Advice Lines

Where do you turn for answers to questions that affect your business? Our advice lines will put you in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- Legal assistance
- Health and Safety issues
- Tax advice

Please call the 24 hour Helpline **0345 078 7543** quoting code **70201**

## Your Policy

This Policy is a contract between you (also referred to as the Insured or your) and us (also referred to as the Company, we, our or RSA)

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document

RSA's acceptance of this risk is based on the information presented to RSA being a fair presentation of the Insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance

Any reference to the singular will include the plural or vice versa

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto

Any heading in this Policy is for ease of reference only and does not affect its interpretation

RSA will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and RSA shall agree to accept the premium

This Policy may be cancelled:

- A by us giving 30 days' notice, in writing to you at your last known address
- B by you giving 30 days' notice in writing to us at the address shown in the Schedule

You will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance

For and on behalf of Royal and Sun Alliance Insurance plc



Steve Lewis  
Chief Executive, UK & Western Europe

## Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages of this Policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required

The Policy Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your email and contact numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions

Where we can offer repair or replacement through a preferred supplier but we agree to pay a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier

# Policy Conditions

It is a requirement of the Company that the following Policy Conditions apply as stated except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees

Applicable to the whole Policy unless otherwise stated:

## 1 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effects of acts of frauds

the rights and obligations applying to the Insured and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015

## 2 Action by the Insured

On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall:

- A) notify the Company as soon as reasonably possible,
- B) give notice within 24 hours to the Police Authority in respect of Damage (other than by fire or explosion) caused by Riot and malicious persons or thieves if insured by this Policy,
- C) carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss,
- D) within 30 days after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow, and at your own expense, deliver to the Company:
  - i) full information in writing of the claim,
  - ii) details of any other insurance relating to the claim,
  - iii) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details,
  - iv) if demanded a statutory declaration of the truth of the claim and of any matter connected with it
- E) in respect of Legal Liabilities Insurance:
  - i) Every letter, claim, writ or summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt
  - ii) Written notice shall also be given without undue delay by the Insured to the Company immediately the Insured shall have knowledge of any prosecution

inquest or inquiry in connection with any circumstance which may give rise to liability under this Policy

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

Failure to comply will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the Company is liable under this Policy has increased, then no payment shall be made by the Company in respect of the amount of such increase

## 3 Adjustment

If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record

The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Company may require

The Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to the Insured

## 4 Alterations

This Policy shall be terminated if:

- A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- B) the Insured's Interest ceases otherwise than by death or
- C) any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased including
  - i) by removal, or
  - ii) by a tenant vacating the Buildings or taking up occupation of the Building, or
  - iii) in respect of subsidence ground heave or landslip by any building demolition or excavation work being carried out on any adjoining site subsidence ground heave or landslip by any building demolition or excavation work being carried out on any adjoining site, unless otherwise stated

at any time after the commencement of this Policy unless its continuance be admitted by the Company and in respect of 4C) the Company agree not to avoid the Policy provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would not have entered into this Policy on any terms,

- ii) the Insured shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration,
- iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration

## 5 Arbitration

### A) Not applicable to Legal Liabilities Insurances

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

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

### B) Applicable in respect of Legal Liabilities Insurance – Section 3 Legal Defence Costs only

Any dispute between the Insured and the Company in respect of Legal Liabilities Insurance Section 3 (Legal Defence Costs) may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties

Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society Bar Council or professional body within Great Britain Northern Ireland the Channel Islands or the Isle of Man

The party against whom the decision is made shall meet all the costs of the arbitration in full

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs

If the decision is made in the Company's favour the Insured's costs shall not be recoverable under this Policy

## 6 Cancellation

This Policy may be cancelled:

- A) by the Company giving 30 days' notice in writing to the Insured at the last known address, or
- B) by the Insured giving 30 days' notice in writing to the Company at the address shown in the Schedule provided that a Long Term Agreement (as detailed in the Schedule) is not applicable to the Policy

The Insured will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance

## 7 Contribution

### A) Applicable to Property Damage and Loss of Rent Insurances only:

If at the time of any claim, there is any other insurance covering the Insured's interest in the Property Damaged, the Company's liability under this Policy shall be limited to its rateable proportion of such claim, and will be subject to any Underinsurance Provision

In respect of Property Damage only:

- i) If any such other insurance is subject to any Underinsurance Provision, this Policy, if not already subject to any Underinsurance Provision shall be subject to the Provision in like manner
- ii) If any other insurance effected by or on behalf of the Insured is expressed to cover any of the Property insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to Damage, the Company's liability shall be limited to such proportion of the Damage as the Sum Insured bears to the value of the Property

### B) Applicable to Legal Liabilities Insurance only

Other than in respect of Extension 5 (Contingent Motor Liability) to Section 2 (Property Owners' Public Liability), if at the time of any claim there is or, but for the existence there would be, any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this not been effected

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction the Company will not pay any costs or expenses where cover is provided by any other insurance or where but for the existence of this Policy it would have been provided by such insurance

## 8 Economic, Financial or Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any such Prohibition takes effect during the Policy period the Insured or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other party at their last known address

If the whole or any part of the Policy is cancelled the Company shall if and to the extent that it does not breach any Prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

For the purposes of this Clause Prohibition shall mean any economical financial or trade sanctions imposed by the European Union or United Kingdom, or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover

## 9 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws

Unless the parties agree otherwise in writing, the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

## 10 Legal Representation

### Applicable to Legal Liabilities Insurance only

Where the Company provides its consent to indemnify the Insured in respect of the costs of legal representation in relation to any matter which may form the subject of a claim for indemnity

- A) the Insured is free to choose a suitably qualified legal representative in respect of a claim for indemnity under Section 3 (Legal Defence Costs)
- B) the Company will choose an appropriate representative (be it solicitor or otherwise) to act on the Insured's behalf in respect of a claim for indemnity under all other Sections

The Company will provide the Insured with details of the nominated appropriate representative prior to the representative's instruction

In the event that the Insured wishes to appoint its own representative, the Insured shall provide prior notification of its intention to do so and seek the Company's written consent

The Insured agrees that in respect of its proposed representative:

- i) the hourly rate (or such other fee basis as the case may be to apply and
- ii) the terms and conditions of such appointment

shall be subject to the Company's prior approval

In the event of a dispute regarding the amount of legal costs incurred by the Insured's representative the Insured agrees that the Company will have the option to audit any files for the purpose of assessing the costs claimed

## 11 Non-Payment – Consumer Credit Termination

The Company reserves the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement or payment schedule

## 12 Reasonable Precautions

### A) Applicable to the whole Policy other than Legal Liabilities Insurance

The Insured at their own expense shall:

take all reasonable precautions to prevent or diminish Damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all Property insured in sound condition

### B) Applicable to Legal Liabilities Insurance

The Insured at his own expense shall:

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

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

## 13 Rights of the Company

### Applicable to the whole Policy other than Legal Liabilities Insurance

- A) On the happening of any Damage in respect of which a claim is made under this Policy the Company and any person authorised by them may
  - i) enter take or keep possession of the Premises where such Damage has occurred
  - ii) take possession of or require to be delivered to them the property insured
  - iii) deal with such property for all reasonable purposes and in any reasonable manner without thereby incurring liability or diminishing any of the Company's rights under this Policy

No property may be abandoned to the Company whether taken possession of by the Company or not

- B) No claim under this Policy shall be payable unless the terms of this condition have been complied with

### Applicable to Legal Liabilities Insurance only

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

## 14 Rights of Recovery

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

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

The Company shall not enforce any rights against any company being parent of or subsidiary to the Insured or any company which is a subsidiary of a parent company of which the Insured is itself a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986

## 15 The Company's Liability

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

## 16 Third Party Contract Rights

No person other than the Insured or the Company may enforce the terms of this Policy and the provisions of the Contract (Right of Third Parties) Act 1999 do not apply

# Policy Exclusions

(Exclusions not applicable to the whole Policy are shown in the individual Insurance section)

The Company shall not be liable for:

## 1 Radioactive Contamination

Damage and any loss or expense or liability resulting or arising directly or indirectly caused by or contributed to by or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

## 2 War and Allied Risks

**(except Legal Liabilities Insurance Section 1 – Employers' Liability)**

Damage and any loss, expense or liability caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power

# Policy Definitions

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

## 1 Business

Business of the Insured as stated in the Schedule.

## 2 Company

Royal & Sun Alliance Insurance plc.

## 3 Covers

The active efficient causes of Damage including excluded causes.

## 4 Damage

Loss destruction or damage.

## 5 Damaged

Accidentally lost, destroyed or damaged.

## 6 Data

Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

## 7 Failure of a System

The complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities.

## 8 Insured

The legal entity insured by the Policy.

## 9 Insured's Contribution

The first monetary amount of any claim borne by the Insured after the application of all other terms and conditions as described in the relevant Insurance section.

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

## 10 Interest

Where loss, damage or injury would cause financial loss to the Insured.

## 11 Legionellosis

Any discharge release or escape of legionella or other airborne pathogens from water tanks water systems air-conditioning plants cooling towers and the like.

## 12 Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly includes integrated circuits and microcontrollers.

## 13 Period of Insurance

The period of time that the Policy is in force as shown in the Schedule.

## 14 Policy

The terms and conditions of the contract including the Policy wording, Schedule, Endorsements, Clauses and Certificates.

## 15 Premises

The Premises stated in the Schedule.

## 16 Premium

The monetary amount paid or payable by the Insured for coverage under the Policy.

## 17 Schedule

The statement of details specific to the Insured forming part of the Policy.

## 18 System

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

## 19 Terrorism

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.

## 20 United Kingdom

Great Britain Northern Ireland the Isle of Man and the Channel Islands.

## 21 Virus

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

# Policy Clauses

## 1 Long Term Undertaking

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

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

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

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

## 2 Security and Inspection Condition

It is a condition precedent to liability under

- Property Damage and Business Interruption Insurance in respect of Damage (if insured) by
  - Fire
  - Riot and Malicious Damage
  - Escape of Water
  - Sprinkler Leakage
  - Theft (as insured)

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

- A) gas water and electricity services and any fuel supplies be kept shut off at the switch or stopcock where they enter the Building
- B) all water and heating systems be kept drained
- C) the Building be kept secured by
  - i) the use of mortise deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters
  - ii) the use of window locks - where locks are not fitted windows must be screwed shut
  - iii) repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry
  - iv) sealing all letterboxes or fitting stout steel cage internally

- D) the Building and external areas immediately surrounding the Building be kept free of all unfixed combustible materials
- E) any additional requirements put forward by the Company be completed within the timescale specified
- F) the Building be inspected internally and externally by the Insured or their nominees at least weekly to check that the requirements of this condition are in place

In addition, in the event of a breach of requirements a) to e) the Insured or their nominees shall immediately:

- i) arrange to carry out the necessary work to satisfy the aforesaid requirements
- ii) notify the Company

except as otherwise agreed in writing by the Company

# Property Damage Insurance

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

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

## Property Damage Insurance Covers

The following are the Covers insured except as otherwise stated in the Schedule

- 1 A) **Fire** excluding Damage by explosion resulting from fire
  - B) **Explosion** excluding Damage caused by the bursting of any boiler or other plant which belongs to or is under the control of the Insured and in which internal pressure is due to steam only
 

but this shall not exclude Damage caused by explosion of

    - any boiler
    - gas

used for domestic purposes only
  - C) **Lightning**
  - D) **Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire
- 3 **Riot** civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding
  - A) Damage arising from nationalisation confiscation requisition seizure or destruction by order of the government or any public authority
  - B) Damage arising from cessation of work
  - C) as regards Damage directly caused by malicious persons not acting on behalf of or in connection with any political organisation
    - i) the Insured's Contribution
    - ii) Damage in the course of theft or attempted theft
- 4 **Storm or flood** excluding
  - A) the Insured's Contribution
  - B) Damage solely due to change in the water table level
  - C) Damage caused by frost subsidence ground heave or landslip
  - D) Damage to fences and gates unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time
  - E) Damage to trees plants shrubs and turf unless there is Damage to the Buildings at the same time
- 5 **Escape of water** or oil from any tank apparatus pipe or appliance excluding
  - A) the Insured's Contribution
  - B) Damage by water discharged or leaking from an automatic sprinkler installation
- 6 **Impact** by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal excluding the Insured's Contribution
- 7 **Sprinkler Leakage** The accidental escape of water from any automatic sprinkler installation excluding Damage
  - A) by freezing in any building which is Empty Disused or Unoccupied
  - B) by heat caused by fire
- 8 **Theft** or attempted theft excluding
  - A) the Insured's Contribution
  - B) any loss which the Insured is able to recover from another source
- 9 **Subsidence** ground heave or landslip excluding
  - A) the Insured's Contribution
  - B) Damage arising from the settlement or movement of made-up ground or by coastal or river erosion
  - C) Damage resulting from
    - i) the construction demolition structural alteration or structural repair of any property
    - ii) groundworks or excavation works

at the Premises
  - D) Damage arising from normal settlement or bedding down of new structures
  - E) Damage commencing prior to the granting of cover under this insurance
- 10 **Any other accident** excluding
  - A) the Insured's Contribution
  - B) Damage by any
    - i) of the Covers
    - ii) of the causes expressly excluded from the Covers specified in paragraphs 1-9 (whether or not insured)
  - C) Damage to any property caused by
    - i) its own faulty or defective design or materials
    - ii) inherent vice latent defect gradual deterioration wear and tear
    - iii) faulty or defective workmanship on the part of the Insured or any of their employees

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

- D) Damage caused by
- i) corrosion rust wet or dry rot marring scratching vermin insects
  - ii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - iii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
- but this shall not exclude
- a) such Damage which itself results from other Damage and is not otherwise excluded
  - b) subsequent Damage which itself results from a cause not otherwise excluded

- E) Damage caused by
- i) pollution or contamination unless resulting from a sudden identifiable unintended and unexpected cause which
    - a) occurs in its entirety at a specific moment in time and place during any one Period of Insurance
    - b) is not otherwise excluded
  - ii) disappearance or unexplained loss
- F) Damage to any building or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one Period of Insurance and which
- i) does not result from
    - a) the construction demolition structural alteration or structural repair of any property
    - b) groundworks or excavation works at the Premises
  - ii) is not otherwise excluded

### Insured's Contribution

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

Cover	Insured's Contribution
3	£100
4	£100
5	£100
6	£100
8	£100
9	£1,000
10	£100

## Buildings - The Basis of Settlement of Claims

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

- A) 1) the cost of rebuilding** being the cost incurred in rebuilding the Buildings (or of restoring the damaged parts)
- to a condition substantially the same as but not better or more extensive than their condition when new
- or if in the Schedule it is stated that the Alternative Basis of Settlement applies
- less an appropriate deduction for wear and tear
- or if the Insured elects not to rebuild or restore the Buildings (and the Company does not exercise its option allowed by the Company's Option to Rebuild Clause)
- 2) the loss of market value** being the reduction in the market value of the Buildings immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable had the Buildings been rebuilt or repaired

plus in respect of A) 1) or A) 2):

- B) the cost of complying with Stipulations** such additional cost of rebuilding or repair as may be incurred with the Company's consent in complying with Stipulations first imposed upon the Insured following the Damage

The Company's liability in respect of the cost of complying with Stipulations relating to undamaged portions of the Buildings (other than the foundations) is limited to 15% of the amount the Company would have been liable to pay to reinstate the Buildings had it been wholly destroyed

The Company shall not be liable for any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the Stipulations

- C) the cost of removing debris** the cost incurred with the Company's consent in
- 1) removing debris dismantling demolishing shoring up and propping portions of Buildings
  - 2) clearing cleaning or repairing Services as a result of Damage but excluding any costs or expenses
    - A) incurred in removing debris from outside the site of the Premises other than from the surface area immediately adjacent to the perimeter of the Premises
    - B) incurred or arising from pollution or contamination howsoever caused of property not covered by this insurance
    - C) in respect of Damage which occurred prior to the granting of cover under this insurance

The following provisos shall apply in respect of pollution and contamination but only if and in so far as Cover 10 is insured hereby

- i) the Company shall not be liable for Damage to land landscaping external ponds or lakes

- ii) the Company's liability arising for Damage to patios terraces paths drives car parks roads pavements hardstandings and similar surfaces as defined within Buildings shall not exceed £1,000,000 in any one Period of Insurance

- D) the cost of professional fees** being
- 1) architects' surveyors' consulting engineers' legal and other professional fees necessarily and reasonably incurred in the rebuilding or repair of the Buildings but excluding any costs incurred through general administrative duties or in connection with the preparation or administrative handling of a claim
  - 2) professional fees includes the fees of managing agents where
    - they are in respect of work of benefit to the Company
    - they have been agreed with the Company in advance
- E) the cost of replanting trees shrubs plants and turf used in landscaping** being the cost incurred in restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established
- F) additional sprinkler costs** being the costs incurred in upgrading an automatic sprinkler installation to the current LPC Rules solely as imposed upon the Insured by the Company following Damage to the Buildings provided that at the time of Damage the installation conformed to the 28th or 29th Edition Rules or to the LPC Rules current at the time of installation but did not conform to subsequent amendments to those Rules
- G) extinguishment and alarm resetting expenses** being the reasonable costs incurred by the Insured in refilling fire extinguishing appliances replacing used sprinkler heads and resetting fire or intruder alarms
- H) the cost of additional electricity gas oil or water charges** being those incurred by the Insured as a result of Damage except those in respect of any loss which has not been discovered and remedial action taken within 30 days of occurrence of the Damage provided that the Company's liability in respect of all losses arising out of any one occurrence and in the aggregate in any one Period of Insurance shall not exceed £25,000
- I) the cost of any insurance premiums or in respect of inherent defects policies technical agents fees** being those necessarily and reasonably incurred by the Insured with the consent of the Company in arranging contract works policies with the Company or in continuing any pre-existing inherent defects policies

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

### Clauses Applicable to Items on Buildings

#### 1 Buildings awaiting Demolition

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

## 2 Buildings awaiting Refurbishment Redevelopment or Renovation

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

## 3 Company's Option to Rebuild

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

## 4 Contract Works

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

## 5 Contractors Interest Clause

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

## 6 Delays in Rebuilding

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

## 7 Further Investigation Expenses

Where a Building has suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Building which is not immediately apparent the Company will pay the reasonable costs incurred by the Insured with the Company's prior consent in establishing whether or not such Damage has occurred

The Company will also pay the reasonable costs incurred by the Insured in establishing whether or not other Buildings in the vicinity have suffered Damage in the same incident but only if such Buildings are subsequently found to have suffered such Damage for which the Company is liable

## 8 Glass Cover Extension

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

- A) any necessary boarding up or temporary glazing pending replacement of broken glass

- B) removing and refixing window fittings and other obstacles to replacement

## 9 Obsolete Building Materials

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

The Buildings shall not be regarded as being better or more extensive than when new provided that the Company's liability shall not exceed 5% of the Declared Value of such Buildings in respect of such additional costs

## 10 Partial Damage

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

## 11 Rebuilding on Another Site

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

## 12 Reinstatement to Match

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

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

## 13 Replacement of Locks

Any cover granted under this Section of the Policy in respect of theft includes the reasonable expenses necessarily incurred in replacing locks which provide entry to the Premises or safes or strongrooms therein consequent upon theft of keys or reasonable evidence that keys have been duplicated by an unauthorised person provided that the Company's liability in respect of any one claim shall not exceed £1,000

## 14 Trace and Access

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

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

Provided that the Company's liability in respect of any one claim shall not exceed £25,000

## 15 Unauthorised Use of Electricity Gas or Water

The Company will pay the cost of electricity gas or water for which the Insured are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the Premises without the Insured's authority provided that the Company's liability in respect of any one claim shall not exceed £25,000

It is a requirement of this clause that such Premises have been inspected weekly by a responsible person on behalf of the Insured and that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered

## 16 Underinsurance

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

If the loss is settled under the Alternative Basis of Settlement the Declared Value shall be 115% of the base value shown or if no base value is shown it shall be deemed to be the Sum Insured

## 17 Value Added Tax

The insurance by each item on Buildings extends to include Value Added Tax paid by the Insured which is not subsequently recoverable

Provided that

- A)
    - i) the Insured's liability for such tax arises solely as a result of the reinstatement or repair of the Buildings to which such item relates following Damage
    - ii) the Company has paid or agreed to pay for such Damage
    - iii) if the payment made by the Company in respect of reinstatement or repair of such damage is less than the actual cost of reinstatement or repair any payment under this clause resulting from the Damage shall be reduced in like proportion
  - B) the Insured's liability for such tax does not arise from the replacement Buildings having greater floor area than or being better or more extensive than the destroyed or damaged Buildings
  - C) where the Rebuilding on Another Site option has been exercised the Company's liability under this clause shall not exceed the amount of tax that would have been payable had the Buildings been rebuilt on its original site
  - E) the Company's liability under this clause shall not include amounts payable by the Insured as penalties or interest for non-payment or late payment of tax
- F) terms to the contrary elsewhere in this Policy are overridden as follows in respect of those items to which this clause applies
- i) for the purpose of the Underinsurance Clause rebuilding costs shall be exclusive of Value Added Tax
  - ii) the liability of the Company may exceed the Sum Insured by an individual item on Buildings or in the whole the total Sum Insured where such excess is solely in respect of Value Added Tax

The Insured shall include their Value Added Tax liability within the Building Declared Value where it is known not to be recoverable

# Rent – The Basis of Settlement of Claims

## The Basis of Settlement of Claims

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

- A) the loss of Rent** being the actual amount of the reduction in the Rent receivable by the Insured during the Indemnity Period solely in consequence of the Damage
- B) the cost of reletting** being the costs necessarily and reasonably incurred from the date of the Damage until the expiry of the Indemnity Period in reletting the Buildings (including legal fees in connection with the reletting) solely in consequence of the Damage
- C) the additional expenditure** being the expenditure (other than that recoverable under ii) above) necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss of Rent during the Indemnity Period but not exceeding
- the amount of the reduction avoided by such expenditure plus
  - 5% of the Sum Insured by the item (but not more than £250,000)

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

## Clauses Applicable to Items on Rent

### 1 Alternative Accommodation – Reduction of Loss

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

### 2 Buildings Awaiting Sale

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

- A) during the period prior to the date upon which but for the Damage the Premises would have been sold
- the loss of Rent** being
- the actual amount of the reduction in the Rent receivable by the Insured solely in consequence of the Damage
- B) during the period commencing with the date upon which but for the Damage the Buildings would have been sold and ending with the actual date of sale or with the expiry of the Indemnity Period if earlier

**the loss in respect of interest** being

- i) the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the Business
- ii) the investment interest lost to the Insured on any balance of the sale proceeds after deduction of any capital borrowed as provided under 1)

less any amount receivable in respect of Rent

**C) the additional expenditure** being

- i) the expenditure necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss payable under a) or b) immediately above but not exceeding the amount of loss avoided by such expenditure plus
  - 5% of the Sum Insured by the item

or

  - £250,000

whichever is the less
- ii) the additional legal fees and other expenditure reasonably and necessarily incurred solely as a result of the cancellation or delay in consequence of the Damage but not exceeding either the amount of the expenditure incurred immediately prior to the Damage or £50,000 whichever is the less

except

- a) the amount payable shall be adjusted to provide for any benefit derived by the Insured from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by the Insured
- b) in the event of underinsurance the amount payable shall be adjusted in accordance with the Underinsurance Clause

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

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

### 4 Managing Agents Premises

The insurance by each item on Rent is extended to include loss as insured resulting solely from Damage by any cause or cover insured to buildings or other property at any location in the United Kingdom owned or occupied by the Insured's managing agents for the purposes of their business in consequence of which the Rent receivable by the Insured is reduced

Provided that the Company's liability any one loss under this clause shall not exceed 10% of the Sum(s) Insured by the relevant item(s) or £250,000 whichever is the less

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

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

A) payment shall have been made or liability admitted under such insurance

or

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

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

## 6 Payments on Account

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

## 7 Prevention of Access

The insurance by each item on Rent is extended to include Damage caused by prevention or hindrance of access to the Premises or prevention of use of the Premises in consequence of Damage by any cause or cover insured hereby to property in the immediate vicinity of the Premises

Provided that the Company's liability any one loss under this clause shall not exceed 10% of the Sum(s) Insured by the relevant item(s) or £250,000 whichever is the less

## 8 Professional Accountants and Legal Fees Clause

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

A) their professional accountants for producing such information as may be required by the Company under the terms of paragraph b) of the Action by the Insured Claims Condition and for reporting that such information is in accordance with the Insured's accounts

B) their lawyers for determining their contractual rights under any Rent Cessor clause or insurance break clause contained in the lease but not for any other purposes in the preparation of any claim

## 9 Rent Free Period

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

## 10 Rent of Residential Buildings

In the event that Buildings occupied totally or partially for residential purposes suffer Damage and no Sum Insured on Rent for the residential portions has been allocated then for the period the Buildings are uninhabitable the Company will pay in respect of such Buildings

A) the loss of residential Rent being the actual amount of the reduction in the Rent receivable by the Insured during the Indemnity Period solely in consequence of the Damage

B) expenditure incurred to comply with the requirements of the lease in the provision of comparable residential accommodation for the benefit of any lessee

Provided that for the purposes of this clause

i) Indemnity Period shall mean the period beginning when the Damage occurs and ending when the Buildings are fit for occupation but not exceeding a maximum period of three years from the date of the Damage

ii) the Company's liability any one loss shall not exceed 20% of the Sum Insured applicable to the Buildings (or residential portion of the Buildings) in respect of residential Rent and the provision of comparable residential accommodation

The insurance provided by this clause is subject otherwise to the terms of all Clauses Applicable to Items on Rent in so far as they are capable of being applied

## 11 Savings

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

## 12 Underinsurance

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

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

## General Clauses Applicable to Property Damage Insurance

### 1 Alterations and Additions to the Premises

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

#### Item on Buildings

the Declared Value and Sum Insured shall each be increased by a percentage representing the value of the alterations or additions but not exceeding either 10% or £2,000,000 whichever is the less

#### Item on Rent

if the Rent receivable is to increase following completion of the alterations or additions the Sum Insured shall be increased by the anticipated amount of the additional Rent for the Indemnity Period insured but not exceeding either 10% or £500,000 whichever is the less

### 2 Automatic Cover – Newly Acquired/Constructed/Refurbished Properties

This insurance is extended to include cover for premises

- A) newly acquired by the Insured
- B) newly constructed or refurbished

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

Provided that

- i) as soon as reasonably practicable the Insured shall notify the Company in writing of each premises acquired/constructed/refurbished and arrange specific cover with the Company
- ii) this cover shall operate for a maximum period of 30 days from the date the Insured acquired their interest in the premises
- iii) this insurance shall not apply in respect of any cause or cover otherwise excluded from this Section of the Policy
- iv) the Company's liability any one claim for Buildings and Rent shall not exceed £1,000,000 any one premises
- v) in respect of any premises undergoing or awaiting refurbishment redevelopment renovation or demolition the Alternative Basis of Settlement shall apply in respect of Buildings

### 3 Automatic Reinstatement of Sum Insured

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

### 4 Contracting Purchaser's Interest

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

In respect of insurance on Rent where Damage has occurred prior to exchange of contracts and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of the Rent insurance to the same extent as the Insured would have if the Premises had not been sold

### 5 General Interests

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

### 6 Non-Invalidation

This insurance shall not be prejudiced

- A) by repairs structural and other alterations all of a minor nature and general maintenance work being undertaken at the Premises
- B) by any increase in risk of Damage resulting from an alteration act or omission which occurs without the authority or knowledge of the freeholder mortgagee or lessor

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

### 7 Temporary Removal

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

## Property Damage Insurance Definitions

### 1 Property Insured

Buildings, Rent, other property or interests all as defined below at the Premises as described in the Schedule and all being the property of the Insured or for which they are responsible

### 2 Buildings

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

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

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

### 3 Contract Works

Temporary or permanent works executed or in the course of execution at the Premises by or on behalf of the Insured for the purposes of alterations or improvements to the Premises including unfixed site materials for use in connection therewith

### 4 Day One Rebuilding Value

The total of costs A), B), C), D) and E) within the Buildings Basis of Settlement of Claims (at the level of costs applying at the commencement of the Period of Insurance) in rebuilding the Buildings

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

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

- after an appropriate deduction for wear and tear

### 5 Day One Rental Value

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

or if the Buildings are untenanted at that date –

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

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

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

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

### 6 Declared Value

The base value shown in brackets below the Sum Insured excluding any provision for inflation

### 7 Empty Disused or Unoccupied

Any Building that is unfurnished untenanted or no longer in active use

### 8 Indemnity Period

The period from the date of the Damage for which the Company shall be liable to pay any loss but not exceeding the number of years shown in the Schedule

### 9 Long Term Unoccupied

Any Building that

- A) has been unfurnished or untenanted for any continuous period exceeding 26 weeks
- or
- B) is no longer in active use and is awaiting refurbishment redevelopment renovation or demolition

### 10 Notifiable Disease

Injury or illness sustained by any person resulting from

- A) food or drink poisoning
- or
- B) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which is required by law or stipulated by the local or governmental authority to be notified to them

### 11 Rent

Rent including service charges

### 12 Services

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

### 13 Stipulations

European Union legislation or Building Regulations or public authority or other statutory requirements

# Exclusions

## Applicable to Property Damage Insurance

This Policy does not cover

### 1 Electronic Risk

A) Damage to Data which shall include but shall not be limited to:

- i) Damage to or corruption of Data whether in whole or in part,
- ii) unauthorised appropriation of, use of, access to or modification of Data,
- iii) unauthorised transmission of Data to any third parties,
- iv) Damage arising out of any misinterpretation, use or misuse of Data,
- v) Damage arising out of any operator error in respect of Data

B) Damage to the Property Insured arising directly or indirectly from:

- i) the transmission or impact of any Virus,
- ii) unauthorised access to a System,
- iii) interruption of or interference with electronic means of communication, used in the conduct of the Insured's Business, including but not limited to, any diminution in the performance of any website or electronic means of communication,
- iv) Failure of a System,
- v) anything described in A) above

but in respect of B)i), B)ii), B)iii) and B)iv) this shall not exclude subsequent Damage which itself results from any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission

### 2 Sprinkler Protections

Damage by Fire at any Premises where sprinkler protection is a requirement of cover and is shown in the Schedule if:

A) the Insured has knowingly and wilfully failed to maintain the system,

or

B) all of the following apply:

- i) the maintenance and efficacy of the system are the Insured's responsibility
- ii) the failure of the sprinkler protection is a major contributor to Damage
- iii) the Company has not been informed of the absence of sprinkler protection

### 3 Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of:

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,

and

B) in Northern Ireland civil commotion

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

In Great Britain and Northern Ireland 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

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means:

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

- 1) influence any government or any international governmental organisation or
- 2) put the public or any section of the public in fear

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

# Terrorism Insurance

## THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

### The Cover

Notwithstanding any provisions to the contrary within this Policy, the insurance in respect of all items insured by the insurances shown as operative in the Terrorism Insurance section of the Schedule is extended to include Terrorism Insurance as specified below

This Policy includes Damage or loss resulting from Damage to Property and consequential loss resulting therefrom in so far and to the extent that it is insured by this Policy in the Territories stated below caused by or resulting from an Act of Terrorism

Provided always that

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

whichever is the lower

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

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

Territory	Limit of Liability
1 Great Britain	As otherwise specified in this Policy
2 A) The Channel Islands B) The Isle of Man	} As otherwise specified in this Policy but not exceeding in total £10,000,000
3 Elsewhere in the world	

### Conditions

- 1 In any action suit or other proceedings where the Company alleges that any Damage or loss resulting from Damage is not covered by this Terrorism Insurance the burden of proving that such Damage or loss is covered shall be upon the Insured
- 2 Any terms in this Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance
- 3 If this Policy is subject to any Long Term Undertaking it does not apply to Terrorism Insurance

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

## Exclusions

Terrorism Insurance does not cover

### 1 Riot Civil Commotion War and Allied Risks

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

### 2 Electronic Risks

any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

- A) Damage to or the destruction of any Computer System or
- B) any alteration modification distortion erasure or corruption of Data

in each case whether the property of the Insured or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

### 3 Nuclear Installation or Nuclear Reactor

any loss whatsoever or any consequential loss resulting or arising from Damage to any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor

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

in respect of

- A) Property Insured situated in the Channel Islands and the Isle of Man
- B) Residential Property insured in the name of a Private Individual

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

- i) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- ii) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
- iii) chemical and/or biological and/or radiological irritants contaminants or pollutants

## Special Provision

### 'Cyber Terrorism'

This Special Provision applies only to Property situated within Great Britain only

Exclusion 2A) and 2B) above shall not apply to any Covered Loss provided that such Covered Loss:

- i. results directly (or, solely as regards ii. c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System;

and

- ii. comprises;

- a) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by the Insured;

or

- b) the amount of business interruption loss suffered directly by the Insured by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either;

damage to or destruction of Property insured by the Policyholder; or

as a direct result of denial, prevention or hindrance of access to or use of the Property insured by the Policyholder by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured by the Insured to which access is affected;

or

- c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish such loss

and

- iii. is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state

The meaning of Property for the purposes of this Special Provision shall (additionally to those exclusions within the definition of Property below) exclude:

- A. any Money (as defined within this Policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument or any sort whatever; and
- B. any Data

Notwithstanding the exclusion of Data from Property, to the extent that Damage to or destruction of Property within the meaning of ii. within this Special Provision, indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in i. within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from Damage to or destruction of such Property from being recoverable under this Special Provision

In no other circumstances than the previous paragraph, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Terrorism Insurance

## Definitions

### 1 Act of Terrorism

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.

### 2 Computer Systems

A computer or other equipment or component or system or item which processes stores transmits or receives Data.

### 3 Covered Loss

All losses arising under this Policy as a result of Damage to or the destruction of Property in the Territory, the proximate cause of which is an Act of Terrorism.

### 4 Damage

Accidental loss, destruction or damage.

### 5 Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

### 6 Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks or network services or network connectivity or Computer Systems

The definition of Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

## 7 Great Britain

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

## 8 Hacking

Unauthorised access to any Computer System whether the property of the Insured or not

## 9 Nuclear Installation

Any installation of such class or 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

## 10 Nuclear Reactor

Any plant (including 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

## 11 Phishing

Any access or attempted access to Data made by means of misrepresentation or deception

## 12 Private Individual

any person other than

- A) a Trustee or body of Trustees where insurance is arranged under the terms of a trust
- B) a person who owns Residential Property for the purpose of their business as a sole trader

This definition only applies to Property held in trust or as part of a sole trader's business and not their private residence(s)

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

## 13 Property

Property Insured (as defined within the Property Damage Insurance section of this Policy) and any other property whatsoever, but excluding:

- A) any land or building which is occupied as a private residence or any part thereof which is so occupied unless:
  - i) insured under the same contract of insurance as the remainder of the building which is not a private residence or
  - ii) not insured in the name of an individual
- B) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor

## 14 Residential Property

Houses and blocks of flats and other dwellings (including household contents and personal effects of every description)

## 15 Virus or Similar Mechanism

Any program code programming instruction or any set of instructions constructed with the purpose and ability or purposefully used to damage interfere with adversely affect infiltrate or monitor computer programs Computer Systems Data or operations whether involving self-replication or not

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above

## Legal Liabilities Insurance

### Section 1 – Employers' Liability

This Section applies only where shown as operative in the Schedule

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

#### The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
  - A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - or
  - B) while temporarily outside these territories

arising out of and in the course of employment by the Insured in the Business
- 2 in respect of
  - A) claimants costs and expenses which the Insured is legally liable to pay in connection with any claim
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
  - C)
    - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Insured's director or partner or Employee of the Insured for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

where the Company has an interest in the outcome of the proceedings
  - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy

incurred with the Company's prior written approval

#### General Provisions

Provided that in respect of any one Event

- 1 the total amount payable under this Section (including all Extensions Additional Clauses and Memoranda) shall not exceed
  - A) £5,000,000 where the Event arises directly or indirectly out of Terrorism
  - B) the Limit of Indemnity in respect of all other Events
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled
- 3 the total amount payable by the Company in respect of all damages costs and expenses arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under the Policy on or attributable to that one source or original cause shall not exceed the Limit of indemnity stated in the Schedule

The Company will then relinquish control of such claims and be under no further liability in respect thereof

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Insured

#### Extensions to Section 1

(each of which is subject otherwise to the terms of this Policy)

##### 1 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during the Period of Insurance and arising out of and in the course of employment by the Insured in the Business
- B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in the territories specified in B) above and

- C) remaining unsatisfied in whole or in part six months after the date of such judgement

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

Provided that

- i) there is no appeal outstanding
- ii) if any payment is made under the terms of this clause the Employee or the personal representatives of the Employee shall assign the judgement to the Company

## 2 Compensation for Court Attendance

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

- A) any director or partner of the Insured     £750
- B) any Employee     £500

## 3 Automatic Acquisitions

The indemnity provided by this Policy shall apply in respect of any new or acquired company within Great Britain Northern Ireland the Isle of Man or the Channel Islands from the date of creation or acquisition

Provided that

- A) the activity of such company falls within the Business description stated in the Schedule
- B) the new creation or acquisition does not have an annual turnover in excess of 10% of the Insured's annual turnover as declared to the Company at the beginning of the Period of Insurance or £10,000,000 whichever is the lesser
- C) the Insured shall submit full claims and underwriting information to the Company within 60 days after such new creation or acquisition

The Company shall have the right to make any additional charges or changes in terms in respect of such new creation or acquisition

## Exclusions to Section 1

The indemnity will not apply to legal liability

### 1 Radioactive Contamination

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

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is

- i) that of any principal
- ii) accepted under agreement and would not have attached in the absence of such agreement

## 2 Road Traffic Legislation

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

## 3 Fines or Penalties

for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction

## Section 2 – Property Owners' Public Liability

This Section applies only where shown as operative in the Schedule

### The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity

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

happening during any Period of Insurance in connection with the Business
- 2 in respect of
  - A) claimants costs and expenses which the Insured is legally liable to pay in connection with any claim
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
  - C)
    - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Insured's director or partner or Employee of the Insured for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success where the Company has an interest in the outcome of the proceedings
  - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy

incurred with the Company's prior written approval

### General Provisions

Provided that in respect of any one Event

- A) any one Event
- B) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- i) the total amount payable by this Section in respect of 1 above and all clauses shall not exceed the Limit of Indemnity
- ii) the Insured's Contribution (if applicable) will be payable before the Company shall be liable to make any payment
- iii) the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment
- iv) where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
- v) the total amount payable by the Company in respect of all damages arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Insured both as defined herein

### Extensions to Section 2

(each of which is subject otherwise to the terms of this Policy)

#### 1 Advertising Injury

The Company will indemnify the Insured in respect of legal liability for Advertising Injury committed during the Period of Insurance

This Extension shall not apply in respect of

- A) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
  - B) claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
  - C) Advertising Injury where indemnity is provided by any other insurance
  - D) Advertising Injury arising out of a breach of contract except an implied contract to use another's advertising idea
  - E) Advertising Injury arising out of the failure of goods products or services to conform with any statement of quality or performance
- Properties Insurance – Specified Perils Policy wording

- F) Advertising Injury arising out of the wrong description of the price of goods products or services
- G) Advertising Injury committed by an Insured whose Business is any of the following
  - i) advertising broadcasting publishing or telecasting
  - ii) designing or determining the content of web-sites for others
  - iii) providing an internet search access content or service provider
- H) Advertising Injury arising out of electronic bulletin boards or chatrooms that the Insured hosts owns or exercises control over

## 2 Automatic Acquisitions

The indemnity provided by this Policy shall apply in respect of any new or acquired company within Great Britain Northern Ireland the Isle of Man or the Channel Islands from the date of creation or acquisition

Provided that

- A) the activity of such company falls within the Business description stated in the Schedule
- B) the new creation or acquisition does not have an annual turnover in excess of 10% of the Insured's annual turnover as declared to the Company at the beginning of the Period of Insurance or £10,000,000 whichever is the lesser
- C) the Insured shall submit full claims and underwriting information to the Company within 60 days after such new creation or acquisition

The Company shall have the right to make any additional charges or changes in terms in respect of such new creation or acquisition

## 3 Clean Up Costs

In the event of a Sudden Pollution or Contamination Incident the Company will provide indemnity to any Person Entitled to Indemnity in respect of

- 1 Clean Up Costs arising solely under a statutory provision that operates in any part of Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 2
  - i) costs and expenses in relation to any matter which may form the subject of indemnity under this Extension incurred with the Company's prior written approval
  - ii) costs and expenses incurred with the Company's prior written approval in any appeal against any statutory notice served or to be served upon the Insured by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

The indemnity provided by this Extension shall not exceed the Limit of Liability and will not apply to costs (including Clean Up Costs)

- A) incurred in achieving any improvement betterment or alteration in any original property
- B) for remedial action carried out or in relation to property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured
- C) incurred in relation to the reinstatement reintroduction or provision of any living organism or natural habitat
- D) arising out of a genetically modified organism
- E) comprising of the first 10 per cent of any one Sudden Pollution or Contamination Incident subject to a minimum contribution by the Insured of £2,500 and a maximum contribution of £25,000
- F) arising solely from the Insured's liability under legislation operating in any part of Great Britain Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009

Provided that

- i) all costs covered under 1 and 2 above will form part of and not exceed the Limit of Indemnity shown in the Schedule for all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere
- ii) the total amount payable under this Extension shall not exceed £250,000

## 4 Compensation for Court Attendance

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

- A) any director or partner of the Insured      £750
- B) any Employee      £500

## 5 Contingent Motor Liability

Notwithstanding the Exclusion 1A) the Company will provide indemnity to the Insured against legal liability for Injury or loss of or damage to Property arising out of the use in the course of the Business by any Employee of any Vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such Vehicle or to property within the Vehicle
- B) in respect of which the Insured is entitled to indemnity under any other insurance
- C) arising out of use of any Vehicle whilst Airside

The Exclusion 6 shall not apply to this Extension

## 6 Cross Liabilities

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity stated in the Schedule

## 7 Data Protection Act

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

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

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

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

This clause shall not apply in respect of

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

## 8 Defective Premises Act

The Company will provide indemnity in respect of legal liability for Injury or loss of or damage to Property incurred by virtue of the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975

The indemnity will not apply to legal liability

- A) for the costs of remedying any defect or alleged defect in premises disposed of by the Insured
- B) for the costs of remedying the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- C) to the extent that indemnity is provided from any other source

## 9 Legionellosis

Notwithstanding the Pollution or Contamination Exclusion the Company will provide indemnity to the Insured in respect of legal liability for accidental Injury caused by Legionellosis arising out of the Business

Provided that

- A) all claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place
- B) all costs covered under this Extension will form part of and not exceed the Limit of Indemnity shown in the Schedule for all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere

## 10 Legionellosis Run Off Cover

The Company will provide indemnity in respect of Injury caused by Legionellosis arising out of the Business happening prior to the inception date of this Policy

Provided that the Company shall not be liable for claims A)

where indemnity is provided by any other insurance B)

known to the Insured or any other Person Entitled to Indemnity prior to inception of this insurance

- C) notified under any other policy which was in force prior to the inception of this insurance which might be reasonably expected to give rise to a claim

## 11 Overseas Personal Liability

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured or any family member accompanying them against legal liability incurred in a personal capacity while temporarily outside the Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance

## 12 Unauthorised Movement of Vehicles

The Company will indemnify the Insured in respect of legal liability for Injury or loss of or damage to Property arising from or in connection with any Vehicle not the property of nor provided by the Insured that is causing an obstruction and interfering with the Business and is moved by any Person Employed or Director of the Insured

The indemnity will not apply

- A) where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- B) in respect of Injury or loss of or damage to Property caused by any Vehicle being moved whilst Airside

## Exclusions to Section 2

The indemnity will not apply to legal liability

### 1 Mechanical Vehicles

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

A) mechanically propelled vehicle other than legal liability arising out of

- i) the use of plant as a tool of trade on site
- ii) the use of plant at the Premises
- iii) the loading or unloading of any vehicle

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

- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

### 2 Professional Liability

arising from or in connection with

- A) advice
- B) design
- C) specification

provided for a fee by the Insured and not connected with the supply or intended supply of the Insured's products

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

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

- A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
- C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
  - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
  - ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

### 4 Contractual Liability

arising from or in connection with any product supplied by the Insured where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

### 5 Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or of land or the atmosphere happening anywhere in the world unless caused by a Sudden Pollution or Contamination Incident

### 6 Employers' Liability

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

### 7 Product Defects and Recall

- A) for loss of or damage to any product supplied or contract work executed by the Insured caused by any defect therein or the harmful nature or unsuitability thereof for its intended purpose
- B) for the costs of recall removal repair alteration replacement or reinstatement of any product supplied or contract work executed by the Insured necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose

### 8 Fines or Penalties

For

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

### 9 Fear of Asbestos

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

### 10 Asbestos Removal Costs

for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

## Section 3 – Legal Defence Costs

This Section applies only where shown as operative in the Schedule

### The Insurance Provided

Where Injury of any person or loss of or damage to Property has not occurred or where the Company ceases to have an interest in the outcome of the proceedings under any other Section insured under this Policy the Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured

up to the Limit of Indemnity in respect of

- A legal costs and other expenses incurred with the Company's written consent
- B costs awarded against the Insured or any director partner or Person Employed
  - in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success relating to an offence alleged to have been committed during the Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in **Part A** and **B** below

#### Part A

In respect of a breach of

- 1 the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Insured
- 2 the Corporate Manslaughter and Corporate Homicide Act 2007

#### Part B

In respect of a breach of

- 1 the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured
- 2 Part II of the Consumer Protection Act 1987
- 3 the Corporate Manslaughter and Corporate Homicide Act 2007

### General Provisions

Provided that in respect of **Part A** and **B**

- 1 the indemnity will not apply
  - A) to fines or penalties of any kind
  - B) to the costs of appeal against any improvement or prohibition notices

- C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012
  - D) where indemnity is provided by any other insurance
  - E) to proceedings consequent upon any deliberate act or omission by
    - i) the Insured
    - ii) any partner or director of the Insured
    - iii) any Employee with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section
  - F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment
 

The Company will then relinquish control of such claims and be under no further liability in respect thereof
  - 3 where the Company is liable to indemnify more than one person the total amount payable as indemnity shall not exceed the Limit of Liability

### Special Provision

The Company shall pass notification to an independent third party service provider with whom the Company has an agreement which shall thereafter administer claims settlement on the Company's behalf

## Section 4 – Financial Loss

This Section applies only where shown as operative in the Schedule

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

### The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability (other than arising under contract) incurred in connection with the Business for damages in respect of financial loss arising out of any claim which is
  - A) first made in writing to the Insured (or any other Person Entitled to Indemnity under this Policy) during any Period of Insurance
 and
  - B) notified to the Company
    - i) during
    - or
    - ii) within thirty days after expiry of the same Period of Insurance
- 2 against legal liability for claimant's costs and expenses in connection with [1] above
- 3 in respect of
  - A)
    - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in financial loss which may be subject of indemnity under this Section
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
 where the Company has an interest in the outcome of the proceedings
  - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above incurred by the Company or with the Company's written consent

### General Provisions

Provided that

- 1 the financial loss is sustained within Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 2 the total amount payable by this Section (including all clauses) shall not exceed the Limit of Indemnity stated in the schedule
- 3 the Insured's Contribution will be payable before the Company shall be liable to make any payment

Properties Insurance – Specified Perils Policy wording

- 4 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claim or claims can be settled

The Company will then relinquish control and be under no further liability of such claim or claims

- 5 the total amount payable by the Company in respect of all damages costs and expenses arising out of all claims during the Period of Insurance irrespective of the number of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Insured

### Extensions to Section 4

(each of which is subject otherwise to the terms of the Policy):

#### 1 Cross Liabilities

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

#### 2 Compensation for Court Attendance

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

- |   |      |
|---|------|
| A) any director or partner of the Insured | £750 |
| B) any Employee                           | £500 |

### Exclusions to Section 4

The indemnity will not apply to legal liability

#### 1 Mechanical Vehicles

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

- A) vehicle other than legal liability arising out of
  - i) the use of plant as a tool of trade on site
  - ii) the use of plant at the Premises of the Insured
  - iii) the loading or unloading of any vehicle

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

- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft

**2 Person Employed**

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

**3 Product Recall**

for the costs of recall removal repair alteration replacement or reinstatement of any product supplied or contract work executed by the Insured necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose

**4 Advice Design or Specification**

arising from or in connection with

- A) advice
- B) design
- C) specification

**5 Injury Damage Nuisance Trespass or Interference**

in respect of

- A) Injury of any person
- B) loss of or damage to Property
- C) nuisance trespass or interference with any easement right of air light water or way
- D) wrongful arrest or false imprisonment

**6 Fraud**

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

**7 Deliberate Act or Omission**

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

**8 Fines or Penalties**

for

- A) fines or penalties
- B) compensation ordered or awarded by a Court of Criminal Jurisdiction
  - i) the costs of appeal against any improvement or prohibition notices
  - ii) fees for intervention payable under the Health and Safety Fees (Regulations) 2012

**9 Defamation or Intellectual Property Rights**

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

**10 Competition or Anti-Trust Laws**

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

**11 Storage or Processing of Computer Data**

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

**12 Statutory Authorities**

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

**13 Strikes or Labour Disturbances**

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

**14 Retroactive Liability**

arising out of any cause happening before the Retroactive Date

**15 Electronic Risk and Data**

arising directly or indirectly from or out of

- A) the transmission or impact of any Virus
- B) any unauthorised access to a System
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

**16 Asbestos**

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

- A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- B) the release of Asbestos Dust
- C) the exposure of persons buildings or property to Asbestos Asbestos Dust or Asbestos Containing Materials

**17 Diminution in Value**

for the diminution of the value of any property

**18 Employment-Related Practices**

for financial loss of whatsoever nature directly or indirectly resulting from Employment Related Practices

**19 Territorial Limits**

for financial loss sustained outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

**20 Contractual Liability**

any liability assumed under any contract or agreement except to the extent that liability would have attached in the absence of such contract or agreement

# Definitions

## 1 Advertising Injury

- A) oral or written publication of material in any manner that slanders libels or defames a person's or organisation's goods products or services
- B) oral or written publication of material in any manner that infringes a person's legal right to privacy
- C) the use of another's advertising idea
- D) infringement of copyright trade dress or slogan

committed in the course of advertising the Insured's goods products or services

## 2 Airside

That part of any airport airfield or military installation provided for

- A) the take-off or landing of aircraft or the movement of aircraft on the ground
- B) aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars

## 3 Asbestos

Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

## 4 Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust

## 5 Asbestos Dust

Fibres Fibres or particles of Asbestos

## 6 Business

That which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

- A) the ownership repair and maintenance of the Insured's own property
- B) the provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- C) fire and security services maintained solely for the protection of premises owned or occupied by the Insured
- D) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured
- E) the provision of car parks
- F) the provision of sponsorship of events and sponsorship of Individuals

- G) attendance at or participation in trade fairs shows and exhibitions by any Employee or Director in connection with their employment

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

## 7 Clean Up Costs

The costs reasonably incurred by

- A) a government agency or regulatory body
- B) the Insured with the written consent of the Company where a government agency or regulatory body would have required remediation

in each case in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident in respect of which the Insured is legally responsible

## 8 Employee

Any individual under a contract of service or apprenticeship with the Insured

## 9 Employment Related Practices

Any error misstatement misleading statement act omission neglect or breach of duty actually or allegedly committed or attempted by the Insured in connection with any actual or alleged

- A) unlawful or unfair dismissal discharge or termination of employment
- B) breach of any written or oral employment contract or quasi-employment contract
- C) employment-related misrepresentation
- D) breach of the Equality Act 2010
- E) violation or non-compliance with legislation regulating working hours
- F) failure to employ or promote
- G) demotion
- H) discipline
- I) deprivation of a career opportunity
- J) failure to grant tenure
- K) failure to adopt adequate workplace or employment policies and procedures
- L) retaliatory treatment of whistle-blowers and others
- M) negligent evaluation
- N) employment-related invasion of privacy
- O) employment-related breach of data protection legislation
- P) employment-related libel slander humiliation and defamation
- Q) failure to furnish job references or accurate job references
- R) employment-related infliction of mental anguish or emotional distress

**10 Event**

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause

**11 Injury****Sections 1 and 3 (Part A)**

Bodily injury death disease or illness

**Sections 2 and 3 (Part B) and 4**

Bodily injury mental injury death disease or illness

**12 Insured's Contribution**

The amount or amounts specified in the Schedule which the Insured agrees to pay in respect of damages costs and expenses

**13 Intellectual Property Rights**

Any patent trade mark copyright registered design technical or commercial information or other intellectual property

**14 Offshore**

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

**15 Person Employed**

Any of the following while under the direct control and supervision of the Insured and while working for the Insured in connection with the Business

- A) Employee
- B) labour master and persons supplied by them
- C) individuals employed by labour only sub-contractors
- D) self-employed person (not being in partnership with the Insured)
- E) individual hired to or borrowed by the Insured
- F) individual undertaking study or work experience while under the supervision of the Insured
- G) person working under the Community Offender Act 1978 or similar legislation
- H) prospective employees being assessed by the Insured as to their suitability for employment
- I) voluntary worker helper or instructor

**16 Person Entitled to Indemnity**

- A) the Insured
- B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
- C) at the request of the Insured the Company will also indemnify the following within the terms and conditions of the Policy
  - i) any principal
  - ii) any director or partner of the Insured
  - iii) any Person Employed

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

- D) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- E) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured

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

**17 Property**

Material property but shall not include Data

**18 Sudden Pollution or Contamination Incident**

Pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in Great Britain Northern Ireland the Channel Islands or the Isle of Man during the Period of Insurance

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

**19 Terrorism**

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

**20 Vehicle**

Any mechanically propelled vehicle (including any machinery or apparatus which is attached thereto)

# Complaints Procedure

## Our commitment to Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response

### Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims helpline number shown in your policy

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time

### Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

**Post:** RSA Customer Relations Team  
PO Box 255  
Wyndham  
NR18 8DP

**Email:** [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint

## If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Financial Ombudsman Service  
Exchange Tower Harbour  
Exchange Square London  
E14 9SR

**Telephone:** 0800 0234567 (for landline users)  
0300 1239123 (for mobile users)

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

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

You have six months from the date of our final response to refer your complaints to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced

## Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right

# Fair Processing Notice

## How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance

## Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, we us and our refers to the Group unless otherwise stated

## How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties

If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that
- provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such as change we shall write to you. If you do not object, you will consent to that change

We will not keep your information for longer than is necessary

## Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement

## How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

Data Protection Liaison Officer,  
Customer Relations Office,  
RSA,  
Bowling Mill,  
Dean Clough Industrial Estate,  
Halifax HX3 5WA

## Employers' Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database (the 'Database')

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers (the 'Claimants'):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies

The Database will be managed by the ELTO

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes







