



# County Property Owners Insurance Policy



# Contents

<b>Welcome to County Insurance Services Limited</b>	<b>1</b>
<b>About your policy</b>	<b>2</b>
<b>How to complain</b>	<b>4</b>
<b>How to make a claim</b>	<b>4</b>
<b>Important information about your Policy</b>	<b>5</b>
<b>Policy Definitions</b>	<b>7</b>
<b>Policy Conditions</b>	<b>10</b>
<b>Policy Exclusions</b>	<b>17</b>
<b>Material Damage</b>	<b>18</b>
Section Conditions	26
Section Exclusions	28
<b>Rental Income</b>	<b>30</b>
<b>Liability</b>	<b>33</b>
Employers' Liability Sub Section	33
Employers' Liability Sub Section Exclusion	34
Public Liability Sub Section	34
Section Conditions	39
Section Exclusions	39
<b>Terrorism</b>	<b>40</b>
Section Conditions	41
Section Exclusions	41

## Welcome to County

Dear Customer,

Thank you for insuring your property with us. At County Insurance Services, we are determined to provide you with outstanding customer service at all times.

We will do our best to make insuring with us as easy and trouble free for you as possible.

Our plain English policy wording is easy to follow, please read it carefully. If for any reason it does not meet your needs, please contact your insurance provider or telephone us immediately on **01865 842084**.

We hope that you will insure with us for many years to come.

A handwritten signature in black ink, appearing to read 'Malcolm Sydenham', is written over a horizontal line.

Malcolm Sydenham  
Director

## About Your Policy

Your Policy is made up of Sections prepared from a proposal form or declaration or statement of fact provided by You or from Your instructions or any information in connection with this insurance provided to Your insurance adviser

The Policy Introduction explains the insurance provided under this contract

Each Section may include terms Definitions Conditions and Exclusions unique to the Section which should to be read in conjunction with the Policy Definitions Conditions and Exclusions

An Endorsement forms an addition to the Section and varies the insurance provided by the Section

The Schedule and any Endorsement should be read together for precise details of Your insurance protection

Please take care to review all documentation carefully to ensure that the information provided accurately reflects your circumstances and that the cover provided suits your requirements

You should pay particular attention to any terms conditions limits and exclusions including endorsements which may require you to take action

### Policy Introduction

This Policy is a contract between You and the insurer

In deciding to accept this insurance and in setting the terms and premium we have relied on information you have given. You must take all reasonable care to provide complete and accurate answers to the questions we ask when you take out make changes to and renew your policy

When we are notified of a change we will tell you whether this affects your policy for example whether we are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to your policy

If we are not able to accept the change and it becomes necessary to cancel this insurance we will do so as described within the cancellation conditions contained within the policy

Please read the whole document carefully it is arranged in different sections It is important that

you are clear which sections you have requested and want to be included;

you understand what each section covers and does not cover;

you understand your own duties under each section and under the insurance as a whole.

Please contact Your insurance provider immediately if this document is not correct or if you would like to ask any questions.

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts

All Acts of Parliament within the Policy wording include equivalent legislation in Scotland Northern Ireland the Isle of Man or the Channel Islands as the case may be

The insurer will indemnify You following Your payment of the premium within the operative Section Definitions terms Conditions and Exclusions Schedule and Endorsement as stated in the Insurance provided and Limit of Liability occurring in connection with Your Business during the Period of Insurance

The Policy Introduction Sections Definitions terms Conditions and Exclusions Schedule and Endorsements are to be read as one document

Any word or phrase stated as a Definition has the same meaning throughout the Policy terms Conditions and Exclusions Schedule and any Endorsement unless the Section Definitions terms Conditions and Exclusions Schedules or any Endorsement state otherwise

Any Item and or Limit and or Sum Insured and or Total Sum Insured and or Limit of Liability stated in a Section Schedule or any Endorsement is exclusive of Excess

Please note that You are required to inform Your insurance advisor immediately of any facts or changes which the insurer would take into account in its assessment or acceptance of this insurance and failure to do so may invalidate Your Policy or result in the Insurance provided not operating fully

You should contact Your insurance advisor if You are in any doubt as to whether a fact is material or not

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom, likely representing the name Aaron Crombie.

Authorised Signatory Aaron Crombie  
Underwriting Director  
Pen Underwriting (Delegated)

## Complaints

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases Your insurance provider who arranged the insurance will be able to resolve any concerns and You should contact them directly.

Alternatively if You need to complain please contact the Pen Underwriting Limited Complaints Officer quoting Your policy or claim number.

Pen Underwriting Limited Complaints  
55 Blythswood Street  
Glasgow  
G2 7AT

Tel: 0141 285 3539 Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Details of Pen Underwritings complaints procedures are available at: <http://www.penunderwriting.co.uk/Pages/complaints.aspx>

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.

If after making a complaint to Pen Underwriting (Delegated) You are dissatisfied with Our "Final response" (or if Your complaint remains unresolved after 8 weeks of initially telling Us) You may be able to refer Your complaint to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service Exchange Tower  
London E14 9SR

Tel: 0800 023 4567 (for landline users)

0300 123 9123 (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)

The FOS may review Your complaint subject to certain eligibility criteria

Further details of the FOS can be obtained from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst We are bound by the decision of the FOS You are not.

Following the Complaints procedure does not affect Your right to take legal action.

## Compensation Scheme

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS

You can visit the website at [www.fscs.org.uk](http://www.fscs.org.uk) or write to:

Financial Services Compensation Scheme PO Box 300, Mitcheldean, GL17 1DY

Tel: 0800 678 1100 or 020 7741 4100

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

## **How to make a claim**

At Pen Underwriting (Delegated)

We understand that claims form a critical component of your policy.

To report a claim, please contact:

Either County Insurance Services Limited on 01865 844995 email [claims@ county-insurance.co.uk](mailto:claims@county-insurance.co.uk)

or

Claims telephone number: 03330 107 190

Claims email address: [uk.newclaims@penunderwriting.com](mailto:uk.newclaims@penunderwriting.com)

## Important Information about your Policy

We want to help you understand your Insurance policy and make you aware that the information you have provided is part of a legally binding contract of insurance with us.

This booklet, the proposal form (Statement of Fact), schedule and any credit/debit cards are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that your cover is exactly what you need, and keep all documents in a safe place.

When drawing up this contract we have relied on the information and statements you have provided. During the period of insurance you are insured for those sections shown in your Schedule as being included.

This contract does not give, or intend to give, rights to anyone else. No one else can enforce any part of this contract.

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your Broker immediately.

### The Law applicable to this insurance

Under the laws of the United Kingdom both you and we are free to choose the law which applies to this contract to the extent permitted by those laws. Unless you and we agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the premises are located.

We and you have agreed that any legal proceedings between you and us in connection with this insurance will only take place in the courts of the part of the United Kingdom in which the premises are located.

### Your total peace of mind

All insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if they are unable to meet their obligations to you under this contract.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract.

### Further information about this scheme is available from:

Financial Services Compensation Scheme,  
10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU  
Tel: 0800 678 1100 or 020 7741 4100  
[www.fscs.org.uk](http://www.fscs.org.uk)

### Our Agreement with you

This policy is a legal contract between you and us.

When you take out, amend, or renew your policy, we will ask various questions that are relevant to us accepting the risk of insurance, and on what terms. When you answer those questions, you are required to take care not to misrepresent any information and to give us all of the information you are asked for. If you give us incorrect or incomplete information the wrong terms may be quoted, we may be entitled to reject payment of a claim, or payment could be reduced. In certain circumstances your policy might be invalid and you may not be entitled to a refund of premium.

Our provision of insurance under your policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of the policy.

Please read your policy carefully to ensure it meets your needs. If you do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete you must tell your Broker immediately.

### Our use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

### General Data Protection Regulation

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

You are giving your information to them and their associated companies. In this information statement, 'we' 'us' and 'our' refers to them unless otherwise stated.

Pen Underwriting Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

## 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.

## Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:  
Checking details on applications for credit and credit related or other facilities;  
Recovering debt;  
Checking details on proposals and claims for all types of insurance;  
Checking details of job applicants and employees

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, you must tell us about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

## How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. Any fee charged will be in line with the guidance issued by the Information Commissioner's Office for such information requests. If you have any questions, or you would like to find out more about this notice you can contact us by writing to:

Data Protection Liaison Officer  
Pen Underwriting Limited  
The Affinity Claims Team  
PO BOX 1291  
Preston  
PR2 0QJ  
Tel: 03301 026 796

## Policy Definitions

These Definitions apply to Your entire Policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated

### **Building(s)**

means property belonging to or for which You are responsible in the Event of Damage at the Premises that is unless otherwise stated in the Schedule built mainly of brick stone concrete or other non-combustible materials and includes unless more specifically insured

- 1) landlord's fixtures and fittings
- 2) glass
- 3) outside buildings extensions gangways and annexes
- 4) walls gates fences yards driveways car-parks forecourts roads and footpaths
- 5) conveyors trunks lines wires service pipes and other equipment on the premises security lighting security cameras and other security or fire protection devices affixed signs television radio satellite receiving aerials communication aerials masts affixed to the building fixed poles fixed pylons and fitting

### **Business**

means Your business as stated in the Schedule

### **Company/Our/Us/We**

means insurers whose identity is stated in the Endorsement entitled IDENTITY OF INSURERS attaching to the Schedule

### **Contractual Liability**

means liability attaching to You by virtue of a contract but which would not have attached in the absence of such contract

### **Conveyance**

means any water and or air and or road and or rail conveyances of every description

### **Damage**

means physical loss or destruction of or damage to Property

### **Data**

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

### **Denial of Service Attack**

means any actions or instructions constructed or generated with the ability to Damage interfere with or otherwise affect the availability of networks or network services or network connectivity or information 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 among networks

### **Electronic Data**

means facts concepts and information converted to a form

useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

### **Employee(s)**

means

- 1) anyone under a contract of service or apprenticeship with You
- 2) any
  - a) labour master or labour only subcontractor or person supplied or employed by them

- b) self-employed person
- c) person hired to or borrowed by You
- d) person engaged under a work experience youth training or similar scheme
- e) voluntary helper
- f) outworker or homeworker under Your control and supervision while working for You in connection with Your Business

**Endorsement(s)**

means the document(s) detailing modifications made to the insurance provided under the Policy or Section

**Event**

means any one occurrence or series of occurrences directly or indirectly attributable to single source or the same original repeated or continuing cause

**Excess**

means the amount You or any party entitled to indemnity will contribute in relation to every Event insured at each Premises each and every loss before We assume any responsibility to make a payment for and applies after the application of all other terms and Conditions including any Condition of Average (underinsurance)

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

**Hacking**

means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not

**Incident**

means an Event of Damage to insured Property used by Your Business carried on at the Premises

**Insured/You/Your**

means the person or corporate body or organisation detailed in the Schedule

**Microchip**

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

**Period of Insurance**

means the period stated in the Schedule or any subsequent period for which We agree to accept payment of premium

**Pollution or Contamination**

means

- 1) pollution or contamination of Buildings or structures or of water or land or the atmosphere

and

- 2) all loss Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination

**Premises**

means the location of insured Property occupied by You for the purposes of Your Business and includes the grounds within the boundaries for which You are responsible as stated in each respective Section of the Schedule

**Property**

means material property

**Proposal**

means any completed proposal form and or information provided by You or on Your behalf in connection with this insurance Policy including all declarations and or statement of fact and or instructions

**Schedule**

means the document stating the operative Section(s)

You have chosen the Period of Insurance and details Your Business the Limit of Liability or Sum Insured and or Total Sum Insured and or Insurance Provided under the Sections(s)

**Section(s)**

means the parts of this Policy that detail the insurance cover provided for each individual Section of this Policy

**Specified Perils**

means the numbered specified perils detailed in the Material Damage Section of this Policy

**Sum Insured**

means the maximum amount We will pay for each item insured under any Section

**System**

means computers other computing and electronic equipment linked to a computer hardware software programs data electronic data processing equipment

Microchip and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

**Territorial Limits**

means Great Britain Northern Ireland the Isle of Man or the Channel Islands but not Offshore Activity

**Terrorism**

(Not applicable to Liability Section)

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

**Turnover**

means the Money paid or payable to You for goods sold and delivered and for services rendered in the course of Your Business at the Premises

**Unoccupied**

means any Building or any portion of a Building that is untenanted and or unfurnished and or no longer in active use and or empty

**Virus**

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

# Policy Conditions

## Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance

- 1) Your interest ceases except by death
- 2) Your Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued
- 3) the risk of Damage accident or Bodily Injury is materially increased unless We state otherwise in writing

## Misrepresentation Misdescription or Non-disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay

$$X = \frac{\text{premium charged}}{\text{premium that would have been charged if You made a fair presentation of the risk}} \times 100$$

- 4) if We would have charged a higher premium and would have entered into the Policy on different terms both paragraphs 2 and 3 above shall apply

## Conditions Precedent and Warranties

It is a condition precedent to Our liability that You comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by You.

Where:

- 1) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;

and

- 2) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred."

If You breach any warranty in this Policy, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

### **Fraud**

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with Your connivance We may terminate this Policy with effect from date of the fraudulent or wilful act and We shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall not be liable to provide an indemnity in respect of any act event claim or incident after such date and We shall be entitled to retain all premiums paid in respect of the Policy

### **Cancellation**

#### 1) Your rights

You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later

You may exercise this right by writing to Your insurance adviser or Us instructing cancellation

This right does not apply at the first or any subsequent renewal of this Policy

1.1) You may cancel this Policy after the 'cooling off' period by sending written notice of cancellation by registered post to Your insurance advisor. Such cancellation will be effective no more than sixty days after the date of posting. At Our discretion, in the event of non-payment of premium the cancellation shall be effective ten days after the date of posting. Sending notice by registered post shall be sufficient notice and the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance.

If You cancel this policy then You may be entitled to a proportionate refund premium based on the number of days remaining in the Period of Insurance, unless a claim has been made or an incident notified to Us which could give rise to a claim, during the Period of Insurance whereby should the estimated or paid claim cost exceed the premium for the spend period, the cost of the claim will be deducted from the return premium payable. The total amount refunded to You will be calculated by Us in accordance with the process set out above. The calculation made by Us will be final and binding.

#### 2) Our rights

We may cancel this Policy at any time by providing You with 14 days notice of cancellation by recorded delivery letter to Your last known Business address

#### 3) Return of premium

If this Policy is cancelled under the terms of 1) or 2) above and during the current Period of Insurance there have been no

- 3.1) claims made under this Policy for which We have made a payment
- 3.2) claims made under this Policy which are still under consideration
- 3.3) Events likely to give rise to a claim but yet to be reported to Us

You shall be entitled to the return of a proportionate part of the premium in respect of the unexpired Period of Insurance or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with Policy Condition Premium Adjustment

If a claim has been submitted or there has been any Events likely to give rise to a claim during the current Period of Insurance no refund of premium for the unexpired Period of Insurance will be given

#### 4) Certificate of insurance

If this Policy is cancelled You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover

### **Claims (Action to be taken by You)**

It is a condition precedent to any liability of Ours to make any payment under this Policy that You will

- 1) give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event
- 2) notify Us and the police immediately that it becomes evident any Damage has been caused by Specified Perils 6) Malicious Persons and or 16) Theft or Attempted Theft or relates to loss of Money and take all practical steps to discover any guilty person and to trace and or recover the Property insured or Money

- 3) deliver to Us at Your own expense within 30 days after the Event of Damage giving rise to a claim or 7 days in the Event of Damage being caused by Specified Perils 5) Riot Civil Commotion Strikers Locked-out Workers and or 6) Malicious Persons or such further time as We may allow
  - a) full information in writing of the Property lost destroyed or Damaged and of the amount of Damage
  - b) details of any other insurances on any Property hereby insured
  - c) all such proofs and information relating to the claim as may be reasonably required
  - d) if requested provide a statutory declaration of the truth in respect of the claim submitted and any other relevant details
- 4) provide all additional information We may require within the time stipulated by Us
- 5) forward unanswered to Us immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto
- 6) give immediate notice in writing to Us of any impending prosecution inquest or fatal accident inquiry
- 7) at all times and in addition to the obligations set out above forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre- action protocols as may be in force
- 8) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

#### **Claims (Our Rights)**

Not applicable to Liability Section

It is a condition precedent to any liability of Ours to make any payment under Policy that in the Event of Damage for which a claim is or may be made to Us and any person authorised by Us may without hereby incurring any liability or diminishing any of Our rights under this Policy

- 1) enter any site or Premises where Damage has occurred and take and keep possession of the Property insured
- 2) deal with any salvage as it deems fit but no Property may be abandoned to Us if We elect or become bound to reinstate or replace any Property You shall at Your own expense produce and give to Us all such plans documents books and information as We shall reasonably require

We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

#### **Claims (Conduct and Control)**

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission offer promise payment or indemnity shall be made or given by or on behalf of You without Our written consent

We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as We may require

#### **Claims (Contribution)**

(Not applicable to Liability Section)

If at the time of any Damage there is any other insurance effected by or on Your behalf covering any of the Property lost or Damaged Our liability hereunder shall be limited to its rateable proportion of such Damage

#### **Claims (Reinstatement)**

If at Our option any Property is to be reinstated or replaced You will at Your own expense provide all such plans documents books and information as may be reasonably required

We will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

#### **Claims (Subrogation)**

Any claimant under this Policy shall at the request and expense of Us take and permit to be taken all necessary steps for enforcing

rights against any other party in Your name before or after any payment is made by Us

### **Premium Adjustment**

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by You

At all times You will allow Us to inspect such record and shall supply such particulars as We may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by Us subject to the Minimum Premium chargeable for the Section as stated in the Schedule being retained by Us

At Our request You shall supply an auditors certificate in support of such particulars

If You fail to supply such particulars within the period stated by Us We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly

### **Protections**

(Not applicable to the Liability Section)

You shall ensure that

- 1) all protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by Us shall be in full operation securing the Premises whenever the Premises are closed for Your Business or left unattended
- 2) any keys for the Premises and or intruder alarm installation and or safes and or strongrooms and or any other secured area or device in which Property insured is kept are removed from the Premises whenever the Premises are closed for Your Business or left unattended
- 3) awareness of codes for the operation of the intruder alarm installation is restricted to authorised persons and no details of the same are left on the Premises

The codes shall be changed immediately following

the departure from the Your Business of an authorised person

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

### **Reasonable Precautions**

You shall take all reasonable precautions

- 1) to prevent any Event which may give rise to a claim under this Policy
- 2) to maintain Your Premises and machinery and everything used in Your Business in proper repair
- 3) in the selection and supervision of Employees
- 4) to comply with all statutory and other obligations and regulations imposed by any authority
- 5) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

### **Subjectivity**

- 1) We will clearly state in a Subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You
  - 1.1) providing Us with any additional information requested by the required date(s)
  - 1.2) completing any actions agreed between You and Us by the required date(s)
  - 1.3) allowing Us to complete any actions agreed



- 2) If We require You must allow Us access to Your Premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Your compliance by the required date(s)

Upon completion of risk requirements or actions or where they are not completed by the required dates We may at Our option

- a) modify the premium
- b) issue a mid-term Endorsement to the Policy or Section terms Conditions and Exclusions
- c) require You to make alterations to the Premises or contract sites or Business insured by the required date(s)
- d) exercise Our right to cancel the Policy
- e) leave the Policy or Section terms Conditions and Exclusions and the premium unaltered

We will contact You or Your insurance adviser with Our decision and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by You and or any decision by Us will take effect

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

In the event that the matter cannot be resolved

- 1) You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies
- 2) We may at Our option exercise Our right under 2) Our rights of the Policy Condition Cancellation

Except where stated all other Policy and Section terms Conditions and Exclusions will continue to apply

If We exercise either option a) or b) or c) above You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies

The above Condition does not affect Our rights at Common Law

#### **Rights of Third Parties**

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

#### **Assignment**

You shall not assign any of the rights or benefits under this Policy and or any Section of this Policy without Our prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and or any Section of this Policy

#### **Identity of insurers**

Argo Direct Limited on behalf of ArgoGlobal SE. Argo Direct is registered in England and Wales: No. 4019569. Registered address: Exchequer Court, 33 St Mary Axe, London EC3A 8AA

Argo Direct Limited is authorised and regulated by the Financial Conduct Authority.

ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998.

Covéa Insurance plc, Registered in England and Wales No.613259.  
Registered office, Norman Place, Reading, RG1 8DA

#### **Several Liability**

The liability of the Underwriters is several and not joint and is limited solely to the extent of their individual proportions as shown in the attached table of security. The Underwriters are not responsible for the subscription of any co-subscribing underwriter or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

#### **Table of Security**

Argo	70%
Covéa	30%

## Policy Exclusions

### War and similar risks

Not applicable to Employers' Liability Subsection of the Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or Event contributing concurrently or in any sequence to the Damage cost expense or liability
  - 2.1) war invasion act(s) of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority
  - 2.2) any action taken in controlling preventing suppressing or in any way relating to 2.1) above

### Radioactive and Other Contamination

(Not applicable to Terrorism Section)

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability 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 or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
  - c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
  - d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes
  - e) any chemical biological biochemical or electromagnetic weapon provided that
    - i) in respect of the Employers' Liability Subsection of the Liability Section or paragraphs a) and b) above shall only apply when You under a contract have
- 1) undertaken to indemnify another party
- 2) assumed liability which would not have attached in the absence of such contract
  - ii) paragraphs c) d) and e) above shall not apply to the Liability Section

### Terrorism

(Not applicable to Liability Section or Terrorism Section)

We shall not provide indemnity under this Policy in respect of any Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss directly or indirectly caused by or contributed to by or arising from

- 1) Terrorism occurring in England Wales and Scotland and the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987
- 2) any act including but not limited to the use of force or violence and or the threat thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or to put the public or any section of the public in fear occurring other than in England Wales and Scotland

Including any Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to 1) or 2) above

- 3) any act of Terrorism regardless of any cause or event contributing concurrently or in any other sequence to such act of Terrorism

In any action suit or other proceedings where We allege that any Damage cost or expense is not covered the burden of proof that such Damage cost or expense is covered shall be upon You

In the event that any part of this Exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect

#### **Date Recognition**

Not applicable to Employers' Liability Subsection of the Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect

of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any
  - 2.1) computer data processing equipment or media Microchip integrated circuit or similar device or
  - 2.2) other equipment or System for processing storing or retrieving data or
  - 2.3) computer software whether Your Property or not to
    - a) recognise correctly any date as its true calendar date
    - b) capture save retain or correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date
    - c) capture save retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date

but indemnity shall apply under all Sections except the Employers' Liability Subsection of the Liability Section or in respect of subsequent Damage which itself results from Specified Perils 1) – 7) and or 9) – 13) and or 16) other than Theft or Attempted Theft by Employee but only where such Specified Perils are not stated to be otherwise excluded in the Schedule and Damage would otherwise be the subject of indemnity thereunder

#### **Loss of Electronic Data**

Not applicable to Employers' Liability Subsection of the Liability Section or Terrorism Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from any Damage destruction distortion erasure corruption or alteration of Electronic Data arising from any cause whatsoever including but not limited to Virus or any loss of use reduction in functionality cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of any other cause or Event contributing concurrently or in any sequence to the Damage destruction distortion erasure corruption alteration reduction cost or expense provided that this Policy Exclusion shall not apply to the indemnity provided under the
  - a) Material Damage Section in respect of Damage to Property insured directly caused by Specified Perils – 5) and or 7) and or 9) – 13) except where such Specified Perils not stated to be otherwise excluded in the Section Schedule and Damage would otherwise be the subject of indemnity thereunder
  - b) Public and Products Liability Subsections of the Liability Section against legal liability in respect of accidental
    - i) Bodily Injury to any person
    - ii) wrongful arrest wrongful detention false imprisonment or malicious prosecution

#### **Sanction Limitation and Exclusion**

We shall not provide insurance nor be liable to pay any claim and or provide any benefit hereunder to the extent that the provision of such insurance and or payment of such claim and or provision of such benefit would expose Us and or any member of Our group to any sanction and or prohibition and or restriction under United Nations resolutions and or the trade and or economic sanctions and or laws and or regulations of any country

#### **Northern Ireland**

(Not applicable to the Liability Section)

We shall not provide indemnity under this Policy in respect of destruction or Damage or consequential or inevitable loss for such Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of Specified Perils 5) Riot Civil Commotion Strikers Locked- out Workers or 6) Malicious Persons

# Material Damage Section

## Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

## All Other Contents

means contents in common areas of the Buildings consisting of furniture and furnishings the property of the Insured or for which they are responsible excluding;

- 1) money and personal effects
- 2) computers and computer systems records
- 3) audio visual equipment
- 4) business books and documents
- 5) curiosities rare books works of art or articles of antique furniture exceeding £500 in value unless specified in the Schedule applicable to this Section
- 6) china or other fragile or brittle objects exceeding £500 in value unless specified in the Schedule applicable to this Section
- 7) any other property exceeding £1,000 in value unless specified in the Schedule applicable to this Section
  - a) by theft or attempted theft
  - b) caused by the occupiers of the buildings

## Basis of Claims Settlement

means either A or B below depending on which is shown in the Schedule

A: Reinstatement – the amount payable in respect of insured Property will be the cost of the reinstatement of the Damage and for this purpose ‘reinstatement’ means

- 1) the rebuilding or replacement of Property Damage which provided Our liability is not increased may be carried out
  - 1.1) in any manner suitable to Your requirements
  - 1.2) upon another site
- 2) the repair or restoration of Property Damage in either case to a condition equivalent to or substantially the same as but not better or more extensive than its

condition when new provided that

- a) Our liability for the repair or restoration of Property Damage in part only shall not exceed the amount which would have been payable had such Property been wholly lost
- b) each item insured is subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (underinsurance)

If at the time of reinstatement the sum representing 85 per cent of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Basis of Claims Settlement exceeds its Sum Insured at the commencement of any Damage Our liability shall not exceed that proportion of the amount of the Damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time

- c) no payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement shall be made
  - i) unless reinstatement commences and proceeds without unreasonable delay
  - ii) until the cost of reinstatement shall have been actually incurred
- d) all the terms Conditions and Exclusions of this Policy or Section shall apply
  - i) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as they are varied hereby
  - ii) where claims are payable as if this Basis of Claims Settlement had not been incorporated including any Condition of Average (underinsurance)
- e) You will at Your own expense provide all such plans documents books and information as may be reasonably required
- f) We shall not be bound to reinstate exactly but only as circumstances permit

or

B: Indemnity – the amount payable in respect of Stock and or all other insured Property will be the value at the time of Damage or at Our option the cost of reinstatement or replacement of such Property or any part of it provided that each item subject to this Basis of Claims Settlement is declared to be separately subject to the following Condition of Average (underinsurance)

If at the time of Damage the Sum Insured for each item is less than 85 per cent of the value of the item insured then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of the Property

Note: If Section Condition Day One Average is shown to apply in the Schedule then both A and B are deleted

### **Section Cover**

Damage occurring during the Period of Insurance caused by a Specified Peril described in this Section and not stated to be otherwise excluded in the Schedule

### **Limit of Liability**

Our liability under this Section shall not exceed the Sum Insured by each item stated in the Schedule in respect of any one Period of Insurance or any limit stated in any Extension and or Endorsement to this Section

### **Specified Perils**

- 1) Fire
  - but excluding Damage caused by
  - 1.1) Specified Perils 3) Explosion resulting from fire
  - 1.2) its own spontaneous fermentation or heating
  - 1.3) its undergoing any heating process or any process involving the application of heat
  - 1.4) Specified Peril 7) Earthquake
  - 1.5) Specified Peril 8) Subterranean Fire
  - 1.6) Specified Peril 2) Lightning
- 2) Lightning
- 3) Explosion
  - but excluding Damage
  - 3.1) caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to You or under Your control
  - 3.2) in respect of and originating in any vessel machinery or apparatus or its contents belonging to You or under Your control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus shall be the subject of a certificate or other contract providing the required inspection service
- 4) Aircraft or other aerial devices or articles dropped therefrom
- 5) Riot Civil Commotion Strikers Locked-out Workers or persons taking part in labour disturbances or Malicious Persons acting on behalf of or in connection with any political organisation
  - excluding Damage
  - 5.1) arising from cessation of work or from confiscation or destruction or requisition by order of the Government or any public authority
  - 5.2) by Specified Peril 1) Fire caused by strikers locked- out workers or persons taking part in labour disturbances or Specified Peril 6) Malicious Persons
- 6) Malicious Persons not acting on behalf of or in connection with any political organisation excluding Damage
  - 6.1) by Specified Peril 16) Theft or Attempted Theft
  - 6.2) in respect of any Unoccupied Building
- 7) Earthquake
- 8) Subterranean Fire
- 9) Storm
  - excluding Damage
  - 9.1) by Specified Peril 2) Lightning
  - 9.2) by frost or Specified Peril 15) Subsidence Ground Heave or Landslip
  - 9.3) to fences gates and moveable Property in the open unless the Building is also Damaged by the same Event
  - 9.4) to open sided or fronted Buildings or to the Property contained therein 9.5) by Specified Peril 10) Flood

- 10) Flood
  - excluding Damage by
  - 10.1) Specified Peril 9) Storm
  - 10.2) Specified Peril 11) Escape of Water
  
- 11) Escape of Water from any tank apparatus or pipe
  - excluding Damage
  - 11.1) in respect of any Unoccupied Buildings
  - 11.2) by water discharged or leaking from any automatic sprinkler installation
  
- 12) Impact by any Vehicle or Animal
  
- 13) Accidental Escape of Water from any automatic sprinkler installation in the Premises
  - not caused by
  - 13.1) freezing whilst the Buildings belonging to You or for which You are responsible are Unoccupied
  - 13.2) Specified Peril 3) Explosion 7) Earthquake 8) Subterranean Fire or heat caused by Specified Peril 1) Fire
  
- 14) Accidental Physical Damage
  - excluding
  - 14.1) Damage caused by
    - a) Specified Peril 1) – 13) and or 15) – 17) as detailed in this Section and causes excluded therefrom whether these Specified Perils are insured or not
    - b) inherent vice latent defect gradual deterioration gradually operating cause wear and tear faulty or defective design or materials
    - c) faulty or defective workmanship operational error or omission on Your part or any Employee of Yours
    - d) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
    - e) change in temperature colour flavour texture or finish
    - f) 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
    - g) mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not exclude Damage to surrounding Property not forming part of the same machine apparatus or equipment
    - h) electrical or magnetic disturbance or erasure of electronic recordings
    - i) acts of fraud or dishonesty
    - j) unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information
    - k) You voluntarily parting with title or possession of any Property or rights to Property
    - l) confiscation requisition seizure or destruction by order of the government or any public authority
  - 14.2) Damage to
    - a) Buildings or structures caused by their own collapse or cracking unless resulting from any other Specified Peril not otherwise excluded
    - b) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection
  
- 15) Subsidence Ground Heave or Landslip
  - excluding Damage
  - 15.1) arising from the settlement or movement of made- up ground or by coastal or river erosion
  - 15.2) occurring as a result of the construction demolition alteration or structural repair of any Property at the Premises
  - 15.3) arising from the settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence groundheave or landslip
  - 15.4) occurring prior to the inception date of the insurance under this Section
  - 15.5) caused by subsidence ground heave of any part of the site on which the Buildings stand or landslip resulting from groundworks or excavation at the Premises
  - 15.6) caused by subsidence ground heave of any part of the site on which the Buildings insured stand or landslip to the yards car parks roads pavements walls gates and fences unless the Buildings insured under this Section are affected at the same time
  
- 16) Theft or Attempted Theft including Damage
  - 16.1) involving forcible and violent entry to or exit from Buildings
  - 16.2) following assault or violence or threat of assault or violence to You or any partner director Employee of Yours or members or their families or any other person lawfully on the Premises

- 16.3) to the Premises for which You are responsible as a result of 16.1) above but We do exclude Damage
- a) caused by You or any partner director or Employee of Yours or any other person to whom Property has been entrusted excepting collusion
  - i) to Property in gardens yards open spaces or in open sided or fronted Buildings or in Buildings not on permanent foundations unless We state otherwise in the Schedule

17) Escape of Fuel Oil from any fixed heating installation tank apparatus or pipe excluding Damage in respect of any Unoccupied Building

## Section Extensions

The terms Conditions and Exclusions of this Policy and or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

### Additional Metered Supply Charges

This Extension provides insurance for additional metered charges incurred by You or for which You are responsible as a result of Damage at the Premises

Our maximum liability is up to £25,000 in respect of any Event of Damage but excludes all and any claims where following discovery no remedial action is taken within 7 days of the Event of Damage

### Annexes

The Buildings or other Property owned by You or for which You are responsible include

- 1) annexes conveniences external hoists gangways and staircases
- 2) extensions communicating with any of the Buildings
- 3) sub-stations insured under the respective Buildings or other Property items to which such Property is attached or belongs

### Automatic Reinstatement

In the absence of written notice from Us or You to the contrary the Sum Insured by this Section will not be reduced by the amount of agreed claim settlement and in return You undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

### Capital Additions

This Extension provides insurance for

- 1) alterations additions and or improvements to the Property but not any appreciation in value
- 2) newly acquired and or newly occupied Property provided Your interest is not otherwise insured anywhere in the Territorial Limits

provided that

- a) at any one Premises this Extension will not exceed 10 per cent of the Sum Insured under the respective item or £500,000 in the aggregate whichever is the less
- b) You will advise Us
  - i) every 6 months in respect of any such alterations additions and improvements
  - ii) as soon as practicable of any newly acquired and or newly occupied Property

You will pay the appropriate additional premium required from inception of any additional insurance provided. The additional Sum Insured declared will be added by Endorsement to the respective Schedule Sum Insured whereupon these provisions shall be fully reinstated

### Collusion

If Specified Peril 16) Theft or Attempted Theft is operative

this Section extends to include Damage resulting from collusion by any Employee of Yours provided such Damage is insured under Specified Peril 16) Theft or Attempted Theft 16.1)



### **Continuing Interest and Hire Charges**

This Extension includes the continuing interest or hiring charges for Property that You are responsible for and are unable to recover under the terms of a lease or similar agreement following Damage to Property at the Premises

Our Limit of Liability under this Extension is £10,000

Where this Extension applies following Damage the value of all Goods will be ascertained on this basis

### **Contract Works**

This Extension provides insurance for Contract Works where You have contracted to arrange insurance for any Buildings and will only apply where no other Contract Works insurance Policy exists to provide an indemnity

Our maximum liability is up to £150,000 in respect of any Event of Damage and We shall not be liable for the first £1,000 of each and every loss

### **Contractors Interest**

Where You are required to effect insurance on the insured Property in the joint names of Yourself and the contractor under the terms of a contract condition then the interest of the contractor in the insured Property is noted as joint Insured provided that You advise Us of details of any single contract valued at £150,000 or more in advance of the commencement of the work and agree to pay any additional premium We may require

### **Data Processing and Ancillary Equipment**

This Extension includes Damage to data processing and ancillary equipment caused by dryness or dampness of atmosphere extremes of temperature corrosion or rust if directly resulting from an Event of Damage to any air conditioning facilities

### **Debris Removal**

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

- 1) removing debris from
- 2) dismantling and or demolishing
- 3) shoring up or propping up the portion or portions of the Property insured by the items stated in the Schedule following Damage

Our liability under this Extension in respect of any item shall in no case exceed the Sum Insured

This Extension does not include any costs and expenses

- a) incurred in removing debris except from the Premises where Damage occurred and the area immediately adjacent thereto
- b) arising from Pollution or Contamination of Property not insured by this Section

### **Designation**

We agree for the purpose of determining an item heading for any Property insured to accept the designation of such Property stated in Your accounts

### **Drain Clearance**

This Extension provides insurance for costs and expenses necessarily incurred in clearing drains sewers and gutters on Your Premises where You are responsible and liable following Damage

### **European Union & Public Authorities**

This Extension provides insurance for additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with

- 1) European Union legislation
- 2) Building or other regulations under or framed in pursuance of any Act of Parliament or bye laws of any public authority which are hereinafter referred to as "the regulations"

in respect of the destroyed or Damaged Property thereby insured



This Extension does not apply to

- a) the cost incurred in complying with the regulations
  - i) in respect of Damage occurring prior to the granting of this Section Extension
  - ii) in respect of Damage not insured by this Section
  - iii) where notice has been served upon You prior to the Damage occurring
  - iv) for which there is an existing requirement which has to be implemented within a given period
  - v) in respect of undamaged Property or undamaged portions of Property of that portion of the Property destroyed or damaged
- b) the additional cost that would have been required to make good the Property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the regulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with the regulations

provided that

- 1) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage or within such further time as We may allow within the said 12 months and may be carried out upon another site if the regulations so necessitate subject to Our liability under this Extension not being thereby increased
- 2) if Our liability under any item of this Section apart from this Extension shall be reduced by the application of any of the terms Conditions and Exclusions of this Section then Our liability under this Extension in respect of any such item shall be reduced in like proportion
- 3) the total amount recoverable under any item of this Section and Extension shall not exceed
  - 3.1) in respect of European Union legislation
    - a) 15 per cent of the Sum Insured
    - b) where the Sum Insured by the Item applies to Property at more than one Premises 15 per cent of the total amount for which We would have been liable had the insured Property by the item at the Premises where Damage had occurred been totally destroyed
  - 3.2) in respect of building or other regulations under or framed in pursuance of any Act of Parliament and or bye-laws of any public authority the Sum Insured

#### **Extinguishment and Alarm Resetting Expenses**

This Extension provides insurance for costs necessarily and reasonably incurred by You in refilling fire extinguishing appliances replacing used sprinkler heads resetting fire and or intruder alarms as a result of Damage to the Property insured

#### **Fire Extinguishment Expenses**

This Extension includes where not otherwise recoverable extinguishment expenses reasonably incurred by You in order to minimise Damage

Our maximum liability is up to £25,000 in respect of any Event of Damage

#### **Glass**

This Extension provides insurance for Damage for which You are responsible including all fixed plain sheet and or plain plate glass in windows doors fanlights skylights partitions furniture displays show cases counters shelves neon and or

illuminated signs electric light fittings and fixed sanitary ware

Following Damage We will include costs necessarily and reasonably incurred for

- 1) damage to any lettering embossing beading silvering or ornamental work up to a maximum limit of £1,000 for any one Event
- 2) boarding up repair and or replacement of window frames framework security fittings and or alarm foil up to a maximum limit of £1,000 for any one Event
- 3) damage to Goods displayed up to a maximum limit of £1,000 for any one Event provided such Damage was not a direct result of Specified Peril 16) Theft or Attempted Theft

This Extension does not include Damage caused by or arising from

- 3.1) repairs alterations or other fitting to the Premises
- 3.2) defects in frames and framework

- 3.3) any Unoccupied Building
- 3.4) faulty or defective workmanship on Your part or any of Your Employees
- 3.5) wear tear gradual deterioration mechanical or electrical breakdown of neon and illuminated signs and electric light fittings

#### **Landscaping and Garden Restoration**

This Extension provides insurance for the costs of restoration of gardens and ornamental features caused by the fire brigade or other emergency services attending the Premises following Damage to the Property insured

Our maximum liability is up to £25,000 in respect of any Event of Damage

#### **Leased and Rented Premises – Difference in Limits and Difference in Conditions**

This Extension includes Damage to Buildings within the Territorial Limits which are insured under a more specific insurance but for which You are legally liable as tenant and not as owner in accordance with the requirements of the lease and You are not required to insure the Buildings

under contract but only when the cover within this Section is broader in meaning or scope than those of such more specific insurance

Where cover under such more specific insurance by virtue of its terms Condition or Limits of Liability fail to indemnify You in whole or in part then We will provide indemnity to You subject to all of the Section and Policy terms Condition Exclusions provided that

- a) We shall not be liable for more than £500,000 any one claim
- b) the Sum Insured under such more specific insurance represents the full reinstatement cost or where applicable the full indemnity value
- c) any claim for Damage must first be submitted to the insurer of such more specific insurance

This Extension shall not provide an indemnity

- a) in respect of any deductible or Excess applicable under such more specific insurance
- b) where You become aware that the Buildings are not insured by the landlord
- c) for any Damage that is insured under such more specific insurance
- d) from any Damage arising from a contingency which is specified in the lease which is to be insured by the landlord
- e) where such more specific insurance has been cancelled lapsed or avoided as a result of an act or omission on Your part
- f) where such more specific insurance fails due to the breach of any Condition contained therein

We shall not be liable and no amount shall be recoverable under this Extension

- a) in respect of any shortfall in the indemnity provided by such more specific insurance due solely to the operation of any Average (underinsurance) condition
- b) in respect of Damage of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of Terrorism

#### **Loss Minimisation and Prevention Expenditure**

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

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

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

road rail or inland waterway

Our maximum liability shall not exceed £10,000 any one claim

#### **Non-Invalidation**

The insurance provided by this Section will not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to You or beyond Your control provided that You give notice to Us immediately when You become aware of any act or omission or alteration and agree to pay any required additional premium

#### **Other Interests**

The interest of parties having a financial interest in supplying Property to You under a hiring leasing mortgage and or similar agreement is noted by this Extension the nature and extent of any such interest to be disclosed in the Event of Damage

#### **Professional Fees**

This Extension provides insurance in respect of each Building and Machinery item for architects surveyors legal and or consulting engineers fees incurred with Our consent in the reinstatement and or repair of Property insured subsequent to insured Damage but We do not include any fees for preparation or presentation of any claim

Our maximum liability is up to the Sum Insured of any one Building or Machinery item during any one Period of Insurance

#### **Replacement Locks**

If Specified Peril 14) Accidental Physical Damage is operative this Section extends to include any of the keys of the Premises being stolen from You or any partner Director or Employee of Yours and if not recovered within 7 days We will pay for the replacement of the locks at the Premises to a standard equal to but not better than their original standard provided that We are notified of the Event within 7 days of it occurring

Our maximum liability is up to £5,000 during any one Period of Insurance

#### **Seventy Two Hour Clause**

In the Event of

- 1) Specified Perils 7) Earthquake or a series of earthquakes or
- 2) Specified Perils 9) Storm or a series of storms or
- 3) Specified Perils 10) Flood or a series of floods occurring within a 72-hour consecutive period they will be regarded as one Event provided that
  - a) no one individual Earthquake Storm or Flood which occurs outside a 72-hour consecutive period will be accepted in that one Event
  - b) You select the time when the 72-hour consecutive period commences
  - c) the 72-hour consecutive period will not operate beyond either expiry of the Period of Insurance or the Policy Condition Cancellation agreed date

#### **Sprinkler Upgrade Costs**

This Extension includes additional costs of reinstatement incurred with Our consent to upgrade a sprinkler installation to comply with the current edition of the Sprinkler Rules of the Loss Prevention Council provided that the additional costs incurred are solely as a direct result of insured Damage

Our maximum liability is up to the Sum Insured of any one Building during any one Period of Insurance

#### **Subrogation Waiver**

We agree to waive any rights remedies and or relief to which We may become entitled against any subsidiary or parent company of Yours or any fellow subsidiary where You are also a subsidiary as defined by current legislation

#### **Theft Damage to Buildings**

If Specified Peril 16) Theft or Attempted Theft is operative We will indemnify You for Damage to the Premises for which You are responsible which does not involve forcible and violent entry to or exit from Building

Our maximum liability is up to £25,000 in the aggregate during any one Period of Insurance

#### **Trace and Access**

This Extension provides insurance for costs necessarily and reasonably incurred with Our consent in locating the source of any escape of water from any fixed domestic water services heating installation and or escape of fuel oil including subsequent repair to

walls floors or ceilings provided that

- 1) this Section Extension shall not apply to the cost of repairs to any fixed domestic water services or heating installation
- 2) Our maximum liability is up to £15,000 in respect of any Event of Damage

#### **Transfer of Interest**

If at the time of Damage You have contracted to sell Your interest in any insured Buildings and the purchase was incomplete but subsequently completes the purchaser on completion of the purchase and where no other insurance Policy exists to provide an indemnity to the purchaser against the Event of Damage You will be entitled to the benefit of this Section so far as the insurance relates to such Damage without prejudice to Your or Our rights and liabilities under this Section up to the date of completion

#### **Workmen**

Workmen are allowed in or about any of the Premises for the purpose of carrying out minor alterations repairs decorations and or any maintenance without prejudice to this insurance

### **Section Conditions**

#### **Day One Average**

If Day One Average is shown to apply in the Schedule then subject to the Special Conditions below the basis upon which the amount payable in respect of the Declared Value for Property insured is to be calculated shall be the reinstatement of the Property damaged and for this purpose 'reinstatement' means

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

You have stated in writing the Declared Value for each item stated in the Schedule to which this Condition applies and the premium has been calculated accordingly.

Declared Value means Your assessment of the cost of reinstatement of the insured Property arrived at in accordance with paragraph 1) shown above at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with and insofar as the insurance by the item provides due allowance for

- 1) the additional cost of reinstatement to comply with public authority requirements
- 2) professional fees
- 3) debris removal costs

#### **Special Conditions**

- 1) at the inception of each Period of Insurance You will notify Us of the Declared Value of the insured Property for each of the said items. In the absence of declaration from You We will assume the last amount declared by You should be taken as the Declared Value for the ensuing Period of Insurance
- 2) if at the time of Damage the Declared Value of the Property stated by each item be less than the cost of reinstatement as defined in paragraph 2) shown above at the inception of the Period of Insurance then Our liability for any Damage will not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement
- 3) Our liability for the repair or restoration of Property damaged in part only will not exceed the amount which would have been payable had such Property been wholly destroyed
- 4) no payment beyond the amount which would have been payable in the absence of this Condition will be made
  - 4.1) unless reinstatement commences and proceeds without unreasonable delay
  - 4.2) until the cost of reinstatement shall have been actually incurred
  - 4.3) if the insured Property at the time of its destruction or Damage is insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement
- 5) all the terms Conditions and Exclusions of this Policy and or Section apply in respect of any claim payable under the provisions of this Condition except insofar as they are varied hereby

6) where by reason of

any of the above Special Conditions no payment is to be made beyond the amount which would have been payable under this Section if this Condition had not been incorporated therein or

- 6.1) You elect not to rebuild the insured Property in a condition equal to but not better or more extensive than its condition when new then the provisions of this Condition are cancelled and Our rights and liabilities and Yours in respect of the Damage will be subject to the terms Conditions and Exclusions of this Policy and or Section including the following

**Condition of Average**

The insurance for each Item of this Section is declared to be subject to Average ie, if the insured Property shall at the breaking out of any Damage insured hereby be collectively of greater value than 108 per cent of the Declared Value stated in the Schedule then You will be considered to be Your own insurer for the difference and will bear a rateable share of the claim loss amount accordingly

**Fire Alarms**

You hereby undertake to

- 1) carry out and record the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed
- 2) carry out and record the maintenance procedures specified by the manufacturers of the equipment
- 3) notify Us immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more
- 4) record details of all events such as alarm faults tests maintenance and disconnections a keep such details available for examination by Our representatives

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

**Fire Break Doors and Shutters**

All fire break doors and shutters will be kept closed except during working hours and will be maintained in efficient working order

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

**Fire Extinguishment Appliances**

You shall inspect the appliances regularly and remedy promptly any defect disclosed by any such inspection or otherwise

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

**Fire Extinguishment – Automatic Sprinkler Installations**

In consideration of the discount and or reduced rate granted for the automatic sprinkler installation(s) You will

- 1) conduct a test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit unless
  - 1.1) this function is continuously monitored
  - 1.2) a ring circuit or one break of wire(s) will not prevent an alarm signal being transmitted
- 2) conduct a test at least once a week for the purpose of ascertaining the condition of
  - 2.1) the connection with the public fire station central fire alarm depot or public fire brigade control unless You have with a written undertaking from the public fire brigade that they will carry out this test
  - 2.2) the relevant batteries provided that where the circuit is not continuously monitored test must be made and recorded every working day

- 2.3) have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installation(s) and obtain from them following each inspection certification that they are in satisfactory working order
- 2.4) conduct a test every week for the purpose of ascertaining that the alarm bell is in working order and that the stop valves controlling the individual water supplies and the installation(s) are fully open
- 2.5) conduct tests each week for the purpose of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and record the completion of these tests
- 2.6) conduct quarterly or half-yearly tests if required by Us to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test
- 2.7) remedy promptly any defect disclosed by such tests or otherwise
- 2.8) notify Us before any installation is rendered inoperative or immediately in the event of emergency

We shall have access to the Premises at all reasonable times for the purpose of inspecting the sprinkler installation(s)

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

### **Intruder Alarm Installation**

Where the Premises are protected by an Intruder Alarm Installation

- 1) such installation is not altered or amended in any way unless such amendment or alteration has been agreed in writing by Us
- 2) such installation is maintained under contract with the installers or as otherwise approved by Us
- 3) You shall immediately notify Us upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced delayed or withdrawn
- 4) the Premises will not be left Unattended without Our agreement
  - 4.1) unless the Intruder Alarm Installation is set in its entirety with the means of communication used to transmit signals in full operation
  - 4.2) where the level of response is reduced to no police attendance or keyholder response only
- 5) You shall appoint at least 2 keyholders and lodge written details (which must be kept up to date) with the
  - 5.1) alarm company
  - 5.2) alarm receiving centre and
  - 5.3) police and or the local authority if they so require
- 6) in the event of notification of any activation of the Intruder Alarm Installation or interruption of the means of communication during any period that the Intruder Alarm Installation is set a keyholder shall attend the Premises as soon as possible in order to confirm the security of the Buildings and reset the Intruder Alarm Installation in its entirety.

If the Intruder Alarm Installation cannot be reset in its entirety or all means of communication used to transmit signals are not in full operation a keyholder must remain at the Premises unless We agree otherwise

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

### **Section Exclusions**

We will not indemnify You for

- 1) delay loss of market loss of use or subsequent or inevitable loss and or Damage of any kind unless specifically insured as an item under this Section
- 2) Damage to any Property more specifically insured by You or on Your behalf
- 3) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by a Specified Peril that is not otherwise excluded

- 4) Damage to working dynamos motors wires main or electrical apparatus through short circuiting overrunning or excessive pressure
- 5) Damage caused by the accidental or deliberate introduction of a Virus or other instruction information or code into any electronic equipment
- 6) Damage
  - 6.1) which originated prior to the inception date of this Section
  - 6.2) in respect of electrical appliances or installations caused by self-ignition short circuiting overrunning or excessive pressure
- 7) Damage attributable solely to change in the water table level
- 8) the Excess amount stated in the Schedule

## Rental Income Section

This Section applies only if stated as insured in the Policy Schedule.

### Insuring Clause

In the event of Damage for which the Insurers are liable under Section 1 of this Policy during the Period of Insurance the Insurers will indemnify you against loss of Gross Rentals and additional expenditure to the extent described in the Basis of Payment hereunder up to the Limit of Liability.

### Definitions to this Section

- Note 1 To the extent that the Insured is accountable to the tax authorities for value added tax all terms in this Section shall be exclusive of such tax
- Note 2 For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

### Estimated Gross Rentals

amount declared by you to the Insurers as representing not less than the Gross Rentals which it is anticipated will be earned by your Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period stated in the Schedule applicable to this Section exceeds 12 months).

### Gross Rentals

money paid or payable to you for tenancies and other charges and for services rendered in the course of your Business at the Premises.

### Indemnity Period

period beginning with the occurrence of Damage and ending not later than the Maximum Indemnity Period stated in the Schedule applicable to this Section thereafter during which the results of the Business shall be affected in consequence thereof.

### Limit of Liability

The Insurers liability under this Section will not exceed 200% of the Sum Insured for each Item in total 200% of the Total Sum Insured stated in the Schedule applicable to this Section.

Provided that if the Sum Insured for each Item is less than the annual Gross Rentals at the inception of the Period of Insurance the amount payable for such Item shall be proportionately reduced.

### Basis of Payment

The amount payable shall be

- (1) in respect of loss of Gross Rentals the amount by which the Gross Rentals during the Indemnity Period shall in consequence of Damage fall short of the Gross Rentals which would have been received had the Damage not occurred
- (2) in respect of additional expenditure the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Rentals which but for that expenditure would have taken place during the Indemnity Period in consequence of Damage but not exceeding the amount of reduction in Gross Rentals thereby avoided. less any sum saved during the Indemnity Period in respect of such of the expenses and charges payable out of Gross Rentals as may cease or be reduced in consequence of Damage

### Special Condition

If during the Indemnity Period the Business shall be conducted elsewhere than at the Premises the money paid or payable to you for tenancies and other charges and for services rendered at such other premises shall be brought into account in arriving at your

### Gross Rentals during the Indemnity Period.

In addition the insurers will provide cover under this section as follows.

### Denial of Access

Loss of Gross Rentals and additional expenditure as a result of Damage as insured by this Section to property in the vicinity of the Premises which prevents or hinders the use of the Premises or access thereto whether the Premises or property of the Insured therein shall be damaged or not

Provided that the liability in the Insurers in respect of each and every claim shall not exceed 200% of the sum insured for each item stated in respect of this Section in the Schedule or £100,000 whichever is the lesser.

### Managing Agents Premises

The insurance by each item on Gross Rentals is extended to include loss as insured resulting solely from Damage by any of the Defined Perils stated as insured in the Schedule 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 rent receivable by you is reduced Provided that the liability in the Insurers in respect of each and every claim shall not exceed 200% of the sum insured for each item stated in respect of this Section in the Schedule or £100,000 whichever is the lesser.

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

If as a result of Damage the Insurers are paying indemnity in respect of loss of Gross Rentals and the payment by the Insurers to you is made later than the date upon which you would normally have expected to receive the Rent from a lessee the Insurers will pay a further sum representing the investment interest lost to you during the delay period subject to the Insured being responsible for the first £500 of each and every claim.

Provided that the liability in the Insurers in respect of each and every claim shall not exceed 200% of the sum insured for each item stated in respect of this Section in the Schedule or £100,000 whichever is the lesser.

#### **Rent of Residential Buildings**

In the event that Buildings occupied solely or at least 80% for residential purposes suffer Damage and no Sum Insured on Gross Rentals for the residential portions has been allocated then this Policy extends to include such loss of Gross Rentals including Costs of Re-letting and Additional Expenditure incurred during the Indemnity Period.

For the purposes of this cover Costs of Re-letting shall mean the costs necessarily and reasonably incurred in re-letting the Buildings (including legal fees in connection with the re-letting).

Additional Expenditure shall mean the expenditure (other than recoverable as Costs of Re-letting) necessarily and reasonably incurred solely to avoid or diminish the loss of Gross Rentals.

Any underinsurance condition applying to this Section is deleted The Insurers will also indemnify the Insured in respect of any expenditure incurred in the provision of comparable accommodation for the benefit of any lessee to comply with the requirements of the lease. The Insurer's liability shall not exceed 20% of the Sum Insured applicable to the residential Building or residential portion of the Building concerned.

#### **Unlawful Occupation**

Loss of Gross Rentals in consequence of access to or use of the Premises being hindered or prevented due to the Premises or property in the vicinity of the Premises or any rights of way being:

- (1) occupied by terrorists or persons thought to be terrorists
- (2) unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group or workers
- (3) thought to contain or actually containing a harmful device provided that the police are immediately informed.

It is understood that the Insurers shall not be liable for:

- (a) loss arising from any cause within your control
- (b) loss as a result of physical loss or destruction of or damage to property
- (c) loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear or tear
- (d) any incident involving prevention or hindrance of access to or use of the Premises for less than 12 hours duration  
Provided that the liability of the Insurers shall not exceed £10,000 in any one Period of Insurance

#### **Professional Charges.**

The reasonable charges payable by the Insured to their professional accountants/auditors for producing any particulars or details or any other proofs information or evidence as may be required under General Condition (1) and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents Provided that the sum of the amount otherwise payable under this Section shall in no case exceed the Limit of Liability herein.

#### **Automatic Reinstatement of Sum Insured**

In the event of damage the Sums Insured by this Section will be automatically reinstated from the date of the Damage unless written notice is given to the contrary either by the Insurers or by you provided always that in the event of reinstatement you will pay any such additional premium as may be requested for such reinstatement from that date

#### **Rental Income Additional Cover**

In addition the insurers will provide cover under this section as follows.

#### **Automatic Cover (Newly Acquired Properties)**

Automatic cover for premises newly acquired by you in the United Kingdom to the extent that your interest is not protected by any other more specific insurance.

Provided that

- a) as soon as reasonably practicable you shall notify the Insurers in writing of each premises acquired and arrange specific cover with the Insurer
- b) this cover shall operate for a maximum period of 30 days from the date you acquired their interest in the premises
- c) the Insurers' maximum liability any one claim for Buildings and Gross Rentals shall not exceed £750,000 in respect of any premises
- d) in respect of any premises purchased for renovation refurbishment or redevelopment the Basis of Payment shall be indemnity

**Alterations and Additions to Premises**

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

In respect of Buildings – the Declared Value and/or Sum Insured (as appropriate) shall be increased by such percentage as represents the value of the alterations or additions not exceeding either 10% or £750,000 whichever is the less

In respect of Gross Rentals – if the Gross Rentals is to increase following completion of the alterations or additions the Sum Insured shall be increased by the anticipated amount of the additional Gross Rentals for the Indemnity Period not exceeding either 10% or £250,000 whichever is the less.

## Liability Section

### Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

#### Asbestos

means asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos asbestos fibres or particles or any derivatives of asbestos

#### Bodily Injury

means physical or mental injury including death illness disease mental anguish or shock but not defamation

#### Excess

means the first amount payable to You of any other person entitled to indemnity of each and every claim before We shall be liable to make any payment

If any payment made by Us includes the amount for which You or any party entitled to indemnity is responsible such amount shall be repaid to Us immediately.

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

#### Offshore Activity

means any work on or visit to an Offshore Installation from the time of embarkation onto a conveyance at the point of final departure to such Offshore Installation until the time of disembarkation from a conveyance onto land on return from such Offshore Installation

#### Offshore Installation

means any offshore installation rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk landing ramp bridge walkway accommodation or other connected structure which has been is or will be engaged in Production

#### Principal

means any person employer firm company ministry or authority for whom You carry out a contract for the performance of work

#### Product Supplied

means any product or thing (including containers packaging or labelling) sold supplied erected repaired altered treated installed processed manufactured tested serviced hired out stored transported or delivered by You in the course of Your Business in or from the Territorial Limits

#### Offshore Production

means the processes of prospecting for or extraction separation storage treatment or distribution of oil or gas

#### Terrorism

means any act including but not limited to the use of force or violence and or the threat thereof of any person or persons whether acting alone or on behalf of or in connection with any organisations or governments committed for political religious ideological or similar purposes and or to put the public or any section of the public in fear

## Employers' Liability Subsection

### Subsection Cover

We will indemnify You against legal liability for damages in respect of Bodily Injury caused to an Employee during the Period of Insurance within the Territorial Limits arising out of and in the course of employment with You in connection with Your Business

### Limit of Liability

Our Limit of Liability for damages costs and expenses payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule

Provided that the amount of the above stated Limit of Liability shall not exceed £5,000,000 for Bodily Injury caused by Asbestos or Terrorism

### Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

### **Unsatisfied Court Judgments**

Where a judgment for damages has been obtained by any Employee or the legal personal representatives of any Employee in respect of Bodily Injury caused to the Employee arising out of and in the course of employment with You in connection with Your Business and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then at Your request We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- 1) the judgment for damages has been obtained against any company or individual operating from or resident in Premises within the Territorial Limits in any court situated in the Territorial Limits
- 2) there is no appeal outstanding
- 3) if any payment is made by Us the Employee or their legal personal representatives shall assign the judgment to Us
- 4) this Subsection is operative at the time that such Bodily Injury is caused and indemnity will only apply in respect of those damages that relate to Bodily Injury caused during the Period of Insurance
- 5) Our liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule

### **Work Overseas**

The indemnity provided shall extend to apply in respect of liability for Bodily Injury caused to any Employee whilst undertaking work on a temporary basis within any country outside of the Territorial Limits which is a member of the European Union provided that

- 1) any such Employee is ordinarily resident within the Territorial Limits
- 2) We shall not provide indemnity in respect of any amount payable under Workers' Compensation Social Security or Health Insurance legislation

### **Subsection Exclusions**

We shall not provide indemnity against liability

- 1) in respect of which compulsory insurance or security is required to be arranged by You under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
- 2) caused by or arising from any Offshore Activity

### **Public Liability Subsection**

#### **Subsection Cover**

We will indemnify You against legal liability for damages in respect of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property
- 3) obstruction trespass nuisance or interference with any right of way air light or water or other easement
- 4) wrongful arrest wrongful detention false imprisonment or malicious prosecution

Occurring during the Period of Insurance within the Territorial Limits in connection with Your Business

#### **Limit of Liability**

- 1) Our Limit of Liability for damages payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that
  - 1.1) the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism
- 2) unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable

#### **Subsection Extensions**

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

### **Buildings Temporarily Occupied**

Subsection Exclusion 5.2) shall not apply to liability for Damage to buildings including contents therein which are not owned leased or rented by You but are temporarily occupied by You for the purpose of maintenance alteration extension installation or repair

### **Data Protection Act**

We will within the terms of this Subsection indemnify You against liability for damages in respect of damage arising out of any claim under Section 13 of the Data Protection Act 1998 not otherwise insured hereunder and first made against You during the Period of Insurance provided that

- 1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed the amount stated as Limit of Indemnity in the Schedule to this Subsection
- 2) You have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn
- 3) We shall not provide indemnity
  - 3.1) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
  - 3.2) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - 3.3) for the costs of replacing reinstating rectifying or erasing any personal data
  - 3.4) against liability caused by or arising from any incident or circumstances known to You at inception of this Extension which may give rise to a claim
  - 3.5) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
  - 3.6) against Contractual Liability
  - 3.7) against liability in respect of Bodily Injury to any person or Damage to Property

### **Defective Premises Act**

The indemnity provided by this Subsection shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Premises previously owned or occupied by You for purposes pertaining to Your Business and which have since been disposed of by You provided that

We shall not provide indemnity against liability

- 1) for which indemnity is provided by any other insurance
- 2) for the costs of remedying any defect or alleged defect in such Premises

### **Leased or Rented Premises**

Subsection Exclusion 5.2) shall not apply to liability for Damage to Premises including their fixtures and fittings leased or rented to You provided that

We shall not provide indemnity against

- 1) Contractual Liability
- 2) the first £500 of each and every Event of Damage to Premises caused other than by fire or explosion

### **Overseas Personal Liability**

We will indemnify You or at Your request

- 1) any director partner or Employee of Your Business
- 2) any spouse or child of Yours or any persons stated who are accompanying such persons against liability incurred by such persons in a personal capacity in a country outside of the Territorial Limits whilst on a temporary visit to such country in connection with Your Business provided that
  - 1) any person entitled to indemnity under this Extension shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply
  - 2) nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified

- 3) We shall not provide indemnity against
  - 3.1) Contractual Liability
  - 3.2) liability for which indemnity is provided by any other insurance
  - 3.3) liability in respect of Damage to Property belonging to or in the custody of or under the control of any person entitled to indemnity under this Extension
  - 3.4) liability in respect of Bodily Injury to any person entitled to indemnity under this Extension
- 4) liability caused by or arising from
  - 4.1) the ownership or occupation of land or buildings
  - 4.2) the carrying on of any business profession trade or employment
  - 4.3) the ownership possession or use of animals other than horses or domestic dogs or cats

#### **Pollution or Contamination Clean Up Costs**

These definitions apply to this Extension wherever these words or phrases appear with an upper case letter

#### **Environmental Legislation**

means any legislation for the protection of the environment or control of Pollution or Contamination

#### **Pollution or Contamination**

means all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures)

#### **Remediation**

means works or operations to treat remove or dispose of Pollution or Contamination but excludes works or operations to

- 1) reinstate reintroduce or restore flora or fauna
- 2) restore natural habitats or species protected under Environmental Legislation

We will also indemnify You in respect of Pollution or Contamination occurring within the Territorial Limits caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Pe-riod of Insurance and We will also indemnify You against

- 1) the costs of any Remediation legally required or ordered by any statutory authority or regulator acting in accordance with the terms of any Environmental Legislation to be conducted by You and
- 2) liability for the costs of any Remediation conducted by any statutory authority or regulator and legally sought from You by that statutory authority or regulator in accordance with the terms of any Environmental Legislation provided that
  - 2.1) all Pollution or Contamination which arises out of one Event shall be deemed to have occurred at the time such Event takes place
  - 2.2) under this Extension We shall indemnify You only to the extent that the Remediation to which the indemnified costs relate is the minimum necessarily conducted under the provisions of Environmental Legislation
  - 2.3) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation arising out of Pollution or Contamination
    - a) occurring outside the Territorial Limits
    - b) consisting of any radioactive substances or Asbestos
    - c) caused by any Product Supplied
    - d) caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road) marine vessel or aircraft
    - e) arising out of genetically modified organisms
  - 2.4) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation carried out on or in order to protect any Property belonging to or in Your custody or under the control other than premises leased rented hired and not belonging to You but temporarily occupied by You for the purpose of maintenance alteration extension installation or repair
  - 2.5) Our liability under this Extension for costs payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not in the aggregate exceed £100,000 and the total amount payable
    - a) under this Extension and
    - b) otherwise under this Subsection for all damages in respect of Pollution or Contamination as defined in Policy Definitions which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate during any one Period of Insurance the amount stated as the Limit of Indemnity for this Subsection in the Schedule

- 2.6) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation to the extent they relate to
- a) any measures to prevent the spread of any Pollution or Contamination or the removal of an immediate threat of Pollution or Contamination
  - b) the removal or disposal of any waste deposited by You or on Your behalf
  - c) any amounts payable by way of compensation to third parties affected by such Pollution or Contamination
  - d) any amounts payable by way of fines or penalties
  - e) any costs and expenses incurred by You or prosecution costs and expenses awarded against You in connection with any criminal proceedings arising out of the Pollution or Contamination
  - f) any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to Event that caused the Pollution or Contamination

## Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Section Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

### Claimants' Costs and Expenses

We will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity applies

### Costs of Court Attendance

If any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will reimburse You at the following rates per day for each day on which attendance is required

- 1) any director or partner of the Insured £500
- 2) any Employee £250

### Cross Liabilities

If the Insured comprises of more than one party We will under the Public Liability and Product Liability Subsections provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified

### Defence Costs and Expenses

We will provide indemnity in respect of all

- 1) costs incurred with Our written consent of legal representation at any
  - 1.1) coroner's inquest or other inquiry in respect of any death
  - 1.2) proceedings in any court in respect of any act or omission causing or relating to any Event
- 2) other costs and expenses incurred with Our written consent in relation to any matter

### Health and Safety at Work Act

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of the Health & Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) We shall not provide indemnity in respect of
  - 2.1) fines or penalties of any kind
  - 2.2) any circumstances for which indemnity is provided by any other insurance
  - 2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such an act or omission
  - 2.4) proceedings which arise out of any activity or risk excluded from this Policy
  - 2.5) proceedings which relate to the health safety or welfare of any Employee unless the Employers Liability Subsection is operative at the time when the offence was committed



- 2.6) proceedings which relate other than to the health safety or welfare of any Employee and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed
  - 2.7) proceedings which relate to Products Supplied unless Products Liability Subsection is operative at the time when the offence was committed
- 3) the director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

#### **Indemnity to Other Persons**

We will also provide indemnity as if a separate Policy had been issued

- 1) to the legal personal representatives of Yours or any other person entitled to indemnity under this Policy but only in respect of liability incurred by You or such other person
- 2) to any Principal but only to the extent required by the contract for work and not any Principal who is located within the United States of America or Canada
- 3) to any owner of plant hired to You but only to the extent required by the conditions of the contract of hire not any such owner who is located within the United States of America or Canada
- 4) at Your request to
  - 4.1) any officer or member of Your catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of Your Employees and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in re-spect of medical or dental services provided
  - 4.2) any director or partner or Employee of Yours while acting in connection with Your Business in respect of liability for which You would be entitled to indemnity under this Policy if the claim for which indemnity is being sought had been made against You

provided that

- a) any persons specified above shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply
- b) nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified

#### **Manslaughter and Corporate Manslaughter Defence Costs**

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought in connection with an allegation (whether under common law or statute) of manslaughter corporate manslaughter or corporate homicide including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) Our liability under this Extension for all costs and expenses shall not exceed £5,000,000 or the amount stated as the Limit of Liability for the Public Liability Subsection in the Schedule whichever is the lower in the aggregate during any one Period of Insurance
- 3) all amounts payable under this Extension will form part of and are not payable in addition to the Limit of Liability
- 4) We agree details of the specific solicitor or counsel who are to act on behalf of each party to be defended prior to their appointment
- 5) We shall not provide indemnity in respect of
  - 5.1) fines or penalties of any kind or the cost of implementing any remedial order or publicity order
  - 5.2) costs and expenses in connection with an appeal unless the solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against You or any other person entitled to indemnity at all times throughout the appeal process it being understood and agreed that any change to such prospect of success during the appeals process may result in indemnity being removed



- 5.3) costs and expenses for which indemnity is provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance proceedings
  - a) brought within any country outside of the Territorial Limits
  - b) consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - c) which arise out of any activity or risk excluded by this Policy
  - d) which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of Your Business
  - e) which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of Your Business and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed
  - f) which relate to Products Supplied unless the Products Liability Subsection is operative at the time when the offence was committed
  
- 6) the director or partner or Employee shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

## Section Conditions

### Avoidance of Certain Terms and Rights of Recovery

The indemnity provided under the Employers' Liability Subsection is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees within the Territorial Limits or Offshore Installations within the continental shelf around those countries may require but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law

### Claims (Contribution)

If at the time of any Event to which this Section applies there is or but for the existence of this Section there would be any other insurance covering the same Damage or liability We shall not be liable under this Section except in respect of any Excess beyond the amount which would be payable under such other insurance had this Section not been effected

### Claims (Discharge of Liability)

We may at any time at Our sole discretion

- 1) under Employers Liability Subsection pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims
- 2) under Public Liability or Products Liability Subsections pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which We may be responsible incurred prior to such payment

provided that in the event of a claim or series of claims resulting in Your liability to pay a sum in excess of the Limit of Liability applicable Our liability under Public Liability or Products Liability Subsections for costs and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by or on behalf of You in settlement of the claim or claims

## Section Exclusions

We shall not provide indemnity in respect of any liability for which indemnity is

- 1) under the Public Liability or Products Liability Subsections against liability caused by or arising from advice design or specification You provided for a fee
- 2) under the Public Liability Subsections against liability
  - 2.1) in respect of mental injury mental anguish or shock or fear of suffering death Bodily Injury illness or Disease arising out of the actual alleged or suspected presence or release of Asbestos or exposure to or inhalation of Asbestos
  - 2.2) for the costs of management including those of any persons under any statutory duty to manage removal mitigation remediation repair alteration recall rectification replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos
- 3) against liability for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damage

# Terrorism Section

## Section Definitions

### Consequential Loss

means an Incident resulting from interruption of or interference with Your Business carried on at the Premises in consequence of an Incident

### Private Individual

means any person who

- 1) is not a trustee or body of trustees where insurance is arranged under the terms of a trust
- 2) does not own Private Residence Property for the purposes of a Business as a sole trader
- 3) owns Private Residence Property where less than twenty percent of the Private Residence Property is occupied for commercial purposes

and is deemed to include

- 1) a Private Residence Property occupied by a trustee or sole trader as their private residence and the Private Residence Property is not a block of flats
- 2) any two or more persons who arrange insurance for the Private Residence Property in their several names and or where the Insured name includes the name of a financial institution for the purposes of noting their financial interest in the Private Residence Property

### Property

means all Property whatsoever except

- 1) any land or Building which is occupied as a private residence or any part thereof which is so occupied unless
  - 1.1) insured under the same insurance contract as the remainder of the Building which is not a private residence
  - 1.2) not insured in the name of an individual
- 2) 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

### Private Residence Property

means private dwelling houses flats or other dwellings including household contents and personal effects

### Nuclear Installation

means 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 the

- 1) production or use of atomic energy
- 2) 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
- 3) storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

### Nuclear Reactor

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

## Section Cover

Damage or Consequential Loss in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 occasioned by or occurring through or in consequence of Terrorism

### Limit of Liability

Our liability for Damage under this Section will not exceed the Sum Insured for each item of insured Property as stated in the Schedule of this Section or limit or maximum liability stated in any Extension in respect of any one Period of insurance

## Section Conditions

- 1) In any action suit or other proceedings where We allege that any Damage or Consequential Loss is not covered the burden of proving that such loss is covered shall be upon You
- 2) Any terms in this Policy or Section which provide for adjustments of premium based upon declarations on expiry or during the Period of insurance do not apply to this Section
- 3) If this Policy or Section is subject to any Long Term Agreement/Undertaking it does not apply to this Section

All the terms Conditions and Exclusions and Extensions of this Policy apply except in so far as they are hereby expressly varied

## Section Exclusions

We shall not indemnify You for

- 1) any loss whatsoever or any Consequential Loss directly or indirectly occasioned by or occurring 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 nationalisation confiscation requisition seizure or destruction by government or public authority
- 2) any loss whatsoever or any expenditure resulting or arising there from or any Consequential Loss directly or indirectly relating Private Residence Property when insured in the name of a individual caused by or contributed to by or arising from
  - 2.1) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - 2.2) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
  - 2.3) chemical and/or biological and/or radiological irritants contaminants or pollutants
- 3) any Damage or cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to Terrorism
- 4) any insured Property which is specifically excluded elsewhere in the Policy or Section
- 5) the Excess as stated in the Schedule to this Section

[www.county-insurance.co.uk](http://www.county-insurance.co.uk)



**Independent Insurance Brokers** County Insurance Services Limited. Address and Registered Office: County House, Glyme Court, Langford Lane, Kidlington, Oxon OX5 1LQ. Authorised and regulated by the Financial Conduct Authority (FCA) (FRN: 597267). Company registered in England No. 08411634