

**PREMCO**

**Property Combined**

**Insurance Policy**

## IMPORTANT NOTICE

This policy (and the schedule which forms an integral part of the policy) is a legal contract. Please examine it thoroughly to ensure it meets with your requirements. If it does not please advise your insurance advisor or us immediately . This policy is issued by Premco as underwriting agent for QBE Insurance (Europe) Limited.

We would remind you that you are required to inform us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance. Failure to do so may invalidate your Policy or result in certain aspects of cover not operating fully. If you are in any doubt as whether a fact is material or not, please contact your insurance adviser or us.

This Policy, the Schedule (including any Schedule issued in substitution), the Statement of Fact and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

The Statement of Fact and any information supplied by the Insured shall be incorporated in the contract. The Company will provide the insurance described in the Policy, subject to the terms and conditions, for the Period of Insurance shown in the Schedule and any subsequent period for which the insured shall pay and the Company shall agree to accept the premium.

Premco provides insurance solutions for UK insurance intermediaries and is a trading style of Premier Commercial Limited authorised & regulated by the Financial Services Authority.

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# Contents

|   |    |
|---|----|
| <b>About your insurance policy</b>  | 1  |
| <b>The insurance contract</b>   | 1  |
| <b>Telephone helplines</b>  | 3  |
| <b>Property damage insurance</b>  |    |
| What is covered and excluded  | 4  |
| Section exclusions  | 9  |
| How <b>we</b> settle claims for <b>damage to buildings</b>                        | 11 |
| How <b>we</b> settle claims for <b>rent</b>                                       | 13 |
| <b>Legal liabilities to employees insurance</b>                                   |    |
| What is covered and excluded  | 15 |
| How <b>we</b> settle claims for <b>your</b> legal liabilities to <b>employees</b> | 17 |
| <b>Legal liabilities to the public insurance</b>                                  |    |
| What is covered and excluded  | 18 |
| Section exclusion   | 22 |
| How <b>we</b> settle claims for <b>your</b> legal liabilities to the public       | 23 |
| <b>Legal defence costs insurance</b>  |    |
| What is covered and excluded  | 24 |
| Section exclusion   | 25 |
| How <b>we</b> settle claims for <b>your</b> legal defence costs                   | 26 |
| <b>Legionellosis liability insurance</b>  |    |
| What is covered and excluded  | 27 |
| Section exclusion   | 29 |
| How <b>we</b> settle claims for <b>your</b> Legionellosis liability               | 30 |
| <b>Claims conditions</b>  | 31 |
| <b>Policy conditions</b>  | 33 |
| <b>Words with special meanings</b>  | 36 |
| <b>Complaints Procedure</b>   | 39 |

# Telephone helplines

As a valued QBE Insurance customer **you**, or any of **your** directors, **business**partners, or principals have access to **our** Legal Advice, Glass Replacement and Emergency Repairs Helplines 24 hours a day, 7 days a week.

The telephone call and advice will cost **you** nothing, but **you** may have to pay for any service **you** decide to use if the claim is not covered by **your** policy.

Whenever **you** need help, all **you** need to do is telephone the number quoted in **your** Policy Information booklet and quote the reference number and **we** will do the rest.

The helplines can assist in the following areas:-

| Helpline          | Advice on  |
|-------------------|--|
| Legal Advice      | Most aspects of legal advice such as employment law, company law, health and safety at work etc.   |
| Glass Replacement | Arrangements for a glass replacement company to repair or replace broken glass in windows, or boarding-up if a replacement cannot be done at the time. |
| Emergency Repairs | Arrangements for a contractor to effect emergency repairs to <b>your buildings</b> following <b>events</b> such as storm, flood, theft or fire.        |

# Property damage insurance

This section of **your** insurance policy sets out the cover **we** provide for **your buildings** and **rent** received by **you**.

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## What is covered

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**Damage to your buildings** caused by the following **events**

1. Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom.

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2. Earthquake.

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3. Riot, civil commotion, strikers, locked-out workers, labour or political disturbances or Malicious Damage.

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4. Storm or flood.

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5. Escape of water or oil from any tank, apparatus, pipe or appliance.

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## What is excluded

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**Damage** caused by the bursting of any boiler or other plant owned by **you** or under **your** control and in which the internal pressure is due to steam only.

However, **we** will not exclude **damage** caused by the explosion of any boiler or gas used only for domestic purposes.

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The **excess** shown by "Malicious Damage" on **your Summary of Insurance**.

**Damage** arising from nationalisation, confiscation, requisition, seizure or destruction by the government or other public authority.

**Damage** caused by the stoppage of work.

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The **excess** shown by "Storm or Flood" on **your Summary of Insurance**.

**Damage** caused by a change in the water table level.

**Damage** caused by frost, subsidence, ground heave or landslip.

**Damage** to fences and gates unless caused by falling trees or there is **damage** to structural parts of the **buildings** at the same time.

**Damage** to trees, plants, shrubs and turf unless there is **damage** to structural parts of the **buildings** at the same time.

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The **excess** shown by "Escape of Water" on **your Summary of Insurance**.

**Damage** by water discharged or leaking from an automatic sprinkler installation.

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**What is covered**

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6. Impact by any vehicle or animal.
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7. Accidental escape of water from any automatic sprinkler installation.
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8. Theft or attempted theft.
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9. Subsidence ground heave or landslip.
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10. Any other accident.
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**What is excluded**

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The **excess** shown by “Impact” on **your Summary of Insurance**.

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Escape caused by the freezing or unfreezing of the installation or any part of it in any **buildings** which are **unoccupied**.

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The **excess** shown by “Theft” on **your Summary of Insurance**.

**Damage** which **you** can recover from another source.

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The **excess** shown by “Subsidence” on **your Summary of Insurance**.

**Damage** arising from normal settlement or bedding down of new structures.

**Damage** arising from the settlement or movement of made-up ground.

**Damage** caused by the coast or river bank being eroded.

**Damage** caused by the **buildings** being constructed, demolished, altered or repaired or any groundworks or excavation works at **your** premises.

**Damage** commencing prior to the start date of this insurance.

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The **excess** shown by “Any other accident” on **your Summary of Insurance**

**Damage** caused by

- a) any of the **events** 1 to 9
- b) anything under the “What is excluded” paragraphs of **events** 1 to 9 whether insured or not.

**Damage** to any **buildings** caused by

- a) their own faulty or defective design or materials
- b) inherent vice, latent defect, gradual deterioration, wear and tear
- c) faulty or defective workmanship by **you** or **your employees**

However, **we** will not by this exclusion exclude subsequent **damage** which itself results from a cause not otherwise excluded.

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## What is covered

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## What is excluded

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### Damage caused by

- a) corrosion, rust, wet or dry rot, marring, scratching, vermin, insects
- b) 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
- c) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates.

However, **we** will not by this exclusion exclude subsequent **damage** which itself results from a cause not otherwise excluded.

### Damage caused by

- a) pollution or contamination unless resulting from a sudden, identifiable, unintended and unexpected cause which occurs in its entirety at a specific moment in time and place during any one **insurance period** and which is not otherwise excluded
- b) disappearance or unexplained loss.

**Damage** to any **buildings** or structure caused by its own collapse or cracking unless resulting from a sudden, identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one **insurance period** and which does not result from

- a) any **buildings** being built, demolished or undergoing structural alteration or repair
- b) groundworks or excavation works and is not otherwise excluded.

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## Extra Covers

This section of **your** insurance policy also covers

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### 11. Professional **fees**

Professional **fees** reasonably and necessarily incurred in the rebuilding or repair following **damage** to **your buildings** which is covered by this policy.

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### 12. Removal of debris.

The costs incurred with **our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **buildings** as a result of **damage** which is covered by this policy.

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Professional **fees** incurred in the preparation of any claims.

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Costs incurred in removing debris from outside the site of the **buildings** other than from the surface area immediately adjacent to the perimeter of the **buildings**

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## What is covered

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The cost incurred in clearing, cleaning or repairing **services** as a result of **damage** which is covered by this policy.

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13. Replanting trees, shrubs, plants and turf used in landscaping following **damage** which is covered by this policy.

The costs incurred restoring any such item of landscaping to its appearance when first planted.

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14. Additional sprinkler costs.

The costs incurred in upgrading an automatic sprinkler installation to current LPC Rules solely as imposed upon **you** by **us** after **damage to your buildings** which is covered by this policy provided that at the time of **damage** the installation conformed to the 28th or 29th Edition Rules or to LPC Rules current at the time of installation but did not conform to subsequent amendments to those Rules.

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15. Fire extinguishers and intruder alarms.

The costs incurred in refilling fire extinguishing appliances, replacing used sprinkler heads and resetting fire or intruder alarms following **damage to your buildings** which is covered by this policy.

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16. Gas and metered water.

Gas or metered water charges incurred as a result of **damage to your buildings** which is covered by this policy.

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## What is excluded

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Costs incurred or arising from pollution or contamination however caused to property not covered by **your** insurance policy.

Costs incurred in respect of **damage** which occurred prior to the start date of this insurance.

In respect of any one occurrence of pollution or contamination which results in the removal of debris from car parks, roads or pavements, **we** will not pay more than 10% of the **buildings** sum insured for that item or £250,000 (whichever is the less). In respect of all such occurrences during any one **insurance period**, **we** will not pay more than £1,000,000 in total.

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Any cost arising from the failure of these items to germinate or become established.

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In respect of any one loss, and in respect of all such losses in total during any one **insurance period**, **we** will not pay more than £25,000.

Any loss which has not been discovered and remedial action taken within 30 days of the occurrence of the **event**

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## What is covered

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### 17. Glazing Repairs.

Following an insured **event** **we** will pay the reasonable costs of any boarding up or temporary glazing of broken glass if a replacement cannot be made at the same time including:-

the costs of removing and refixing window fittings.

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### 18. Insurance Premiums.

The cost of any insurance premiums (or Technical Agents fees in respect of Latent Defects Policies) incurred by **you** with **our** consent in arranging contract works insurance policies with **us** (or in continuing pre-existing Latent Defects policies) following **damage** to **your buildings** which is covered by this policy.

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### 19. Locks and Keys.

The cost of  
- Changing parts of the locks; or  
- Replacing the locks

if the keys to a safe, strongroom or door of **your buildings** are stolen or there is reasonable evidence that the keys have been duplicated by an unauthorised person.

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### 20. Trace and access.

In the event of **damage** resulting from **event 5** **we** will pay the costs incurred in locating the source of the **damage** and making good.

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### 21. Unauthorised use of electricity gas or water.

**We** will pay the cost of metered electricity, gas or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying **your buildings** without **your** authority.

Payment under this cover is conditional on **your buildings** being inspected at least weekly by **you** or **your** representatives whenever they are **unoccupied**. All steps must be taken to end unauthorised occupation of the **buildings** as soon as **you** or **your** representatives become aware of it.

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## What is excluded

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**We** will not pay more than £1,000 for any one claim.

**We** will not pay more than £25,000 for any one claim.

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**We** will not pay more than £25,000 for any one claim.

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# Section exclusions

**These exclusions only apply to the Property damage insurance section.**

**We** do not cover :-

## 1. Radioactive Contamination

any claim or expense of any kind directly or indirectly caused by, or contributed to by, or arising from:

ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel; or

the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

## 2. War Risks

any **damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 3. Sonic Bangs

any **damage** caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

## 4. Terrorism

any **damage** or loss resulting from **damage** occasioned by or happening through or in consequence directly or indirectly of

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

and

B) in Northern Ireland

1) riot or civil commotion

2) strikers locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **damage** by fire or explosion

This insurance also excludes **damage** or loss resulting from **damage** directly or indirectly caused by resulting from or in connection with any action in controlling preventing suppressing or in any way relating to any act of Terrorism

For the purpose of this exclusion

Terrorism shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the **United Kingdom** or any other government de jure or de facto

In any action suit or other proceedings where **we** allege that by reason of this exclusion any **damage** or loss resulting from **damage** is not covered by **your** policy the burden of proving that such **damage** is covered shall be upon **you**

## 5. Data Recognition Exclusion

Unless **damage** or interruption of or interference with the **business** results from anything under the "What is covered" events 1 to 9 of the Property damage insurance there is no cover for direct or indirect **damage**, interruption of or interference with the **business** caused by any Failure of a System resulting in **damage** (whether direct or indirect) to any such System or to any other property insured.

Definitions

(A) Failure of a System means the failure or inability of a System (whether or not owned by **you**

(1) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent

(2) to operate as a result of any command programmed in to the System utilising any date (whether a date in the year 2000 or any other date)

(B) System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

(C) Microchip includes integrated circuits and microcontrollers

# Property damage insurance – claims settlement

## How we settle claims for damage to buildings

As long as the **damage** is covered under **your** policy, **we** will, at **our** option, pay either the cost of rebuilding the **buildings**, or the cost of restoring the damaged parts, to a condition the same as when new, but not better or more extensive.

**We** may choose to rebuild or restore the **buildings** ourselves but without being bound to rebuild or restore the **buildings** exactly or completely and only as circumstances permit and on the basis that **our** liability is limited to the sum insured.

If the **buildings** or damaged parts cannot be restored to their original form, **we** will rebuild or restore them with materials of a similar quality. In this instance, the **buildings** will not be regarded as being in better condition than new, provided that **our** liability for any additional costs does not exceed 5% of the **declared value** for that item.

The **buildings** may be wholly or partially rebuilt on another site and in any manner suitable to **your** requirements provided that this does not increase **our** liability.

If any undamaged parts of the **buildings** form part of a design or function common to the damaged parts, **we** will pay for the replacement, repair or modification of the undamaged parts.

## If your declared value is too low

If the **declared value** for any one item is less than the **Day One Rebuilding Value** (excluding VAT), **we** will only pay for a comparable proportion of the **damage**

## Excess

**We** will deduct the **excess** from the amount **we** pay **you** to settle **your** claim. If more than one premises is damaged by the same **event** under one claim, the **excess** will be deducted for each premises as if a separate claim had been made.

## The most we will pay

The most **we** will pay for any one item is the sum insured shown by "Buildings" on **your Summary of Insurance**, less any **excess** as described above.

**Our** liability may exceed the sum insured when such excess is solely in respect of Value Added Tax.

If **damage** occurs to only part of the **buildings** **our** liability for all costs in total shall not exceed the amount which we would have paid if the **buildings** had been totally destroyed.

**We** will also pay for any of the extra covers 14-21 above.

## If rebuilding or restoration are not carried out

If **you** do not rebuild or restore the **buildings** or if **you** do not commence such rebuilding or restoration as soon as possible, **we** will pay the reduction in market value of the **buildings** immediately following the **damage** solely as a result of the **damage** but not exceeding the amount which would have been payable had the **buildings** been rebuilt or repaired.

## Building regulations, Local Authority requirements or European Union legislation

**We** will pay the cost of meeting building regulations, local authority requirements or European Union legislation imposed on **you** following the **damage**, unless **you** knew that **you** needed to meet any regulations or conditions and a notice had been served on **you** before the **damage** happened.

**Our** liability in respect of the cost of complying with such regulations relating to undamaged portions of the **buildings** (other than the foundations) is limited to 15% of the amount **we** would have been liable to pay to reinstate the **buildings** had they been wholly destroyed.

**We** will not pay the cost of any charge which may arise out of capital appreciation as a result of complying with such regulations.

## Buildings awaiting demolition

If at the time of the **damage** any **buildings** are awaiting demolition, **our** liability is limited to the additional cost of removing debris, as detailed in the Extra Covers section, which are incurred by **you** solely as a result of such **damage**

## Buildings awaiting refurbishment, redevelopment or renovation

If at the time of the **damage** any **buildings** are awaiting refurbishment, redevelopment or renovation, **we** will not pay for any costs which would have been incurred by **you** in the absence of such **damage**

## Alteration and Additions to the buildings

If alterations or additions are made to the **buildings** during the **insurance period**, and they are not more specifically insured, the following increases in cover shall apply from practical completion of the work until the renewal date immediately following the completion:

### Buildings

The **declared value** and sum insured shall each be increased by the value of the alterations or additions not exceeding either 10% or £500,000 whichever is the less.

### Rent

If the **rent** received by **you** is to increase following completion of the alterations or additions, the **rent** sum insured shall be increased by the anticipated amount of the additional **rent** for the **indemnity period** not exceeding either 10% or £50,000 whichever is the less.

## Index-linking

**We** will change the **buildings declared value** and sum insured each month using the General Building Cost Index or another similar index.

If the **declared value** increases because of index linking, **we** will not make any extra charge until **you** renew the policy.

The new premium will be based on the new **declared values** shown on **your Summary of Insurance**

## Other factors which affect the way we settle claims for buildings

### Further investigation expenses

If **your buildings** have suffered **damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **damage** to parts of the same **buildings** which is not immediately apparent, **we** will pay the costs incurred by **you** with **our** prior consent in establishing whether further **damage** has occurred.

**We** will also pay the costs incurred by **you** in establishing whether other **buildings** owned by **you** in the vicinity have suffered **damage** in the same incident.

## Value Added Tax

**We** will pay the Value Added Tax payable by **you** which **you** are not subsequently able to recover, provided that:

- (1) (A) **your** liability for such tax arises solely from the rebuilding or restoration of the **buildings** following **damage**  
  
(B) **we** have paid or agreed to pay for such **damage**  
  
(C) if the payment **we** make in respect of the rebuilding or restoration is less than the actual cost of rebuilding or restoration, **we** will only pay the same proportion of the Value Added Tax applicable.
- (2) **Your** liability for such tax does not arise from the replacement **buildings** having a greater floor area than or being in a better condition or more extensive than the damaged **buildings**
- (3) If the **buildings** are rebuilt on another site following **damage**, **we** will not pay more Value Added Tax than **we** would have done had the rebuilding been completed at the original site.
- (4) **We** will not pay any amounts in relation to penalties imposed upon **you** for late or non-payment of Value Added Tax.

## How we settle claims for rent

As long as the **damage** is covered under **your** policy, **we** will pay the following :-

- the reduction in the **rent you** receive in respect of **your buildings**; and
- any costs necessarily and reasonably incurred, including legal **fees**, which **you** incur in reletting the **buildings**

caused solely as a result of the **damage**, from the date of the **damage** until the expiry of the **indemnity period** showing in **your Summary of Insurance**.

**We** will pay other costs **you** incur that are necessary to reduce the loss of **rent** during the **indemnity period** but no more than the amount of reduction avoided.

**We** will also pay the reasonable charges paid by **you** and incurred with **our** written consent to:

professional accountants for producing any such information that **we** may require from **your** accounts to help **us** assess the claim

legal advisers for determining **your** contractual rights under any **rent** cessor clause or insurance break clause contained in the lease but not for any other claims preparation costs.

## If your sum insured is too low

If the sum insured on annual **rent** received is less than the **Day One Rental Value**, **we** will only pay for a comparable proportion of the amount **we** would otherwise pay.

## The most we will pay

The most **we** will pay is 200% of the sum insured shown on **your Summary of Insurance** in respect of the relevant **buildings**

## Other factors which affect the way we settle claims for rent

### Savings

If following **damage you** use other premises to provide accommodation to tenants or prospective tenants of the **buildings**, the **rent** received from those premises during the **indemnity period** shall be taken into account in assessing the loss of **rent**

If any charge or expenses payable out of **rent** shall cease or reduce during the **indemnity period** as a result of the **damage**, the sum saved shall be deducted from the amount otherwise payable.

### Late payment of rent

**We** will attempt to pay any claim for loss of **rent** on the same date as the **rent** would have been paid to **you** by the tenant. If **we** pay at a later date then **we** will also pay an amount representing the loss of interest suffered by **you** during the delay period.

### Prevention of Access

**We** will pay for loss of **rent** caused by a prevention of access to or use of **your buildings** as a result of **damage** to any property in the immediate vicinity of **your buildings** by any of the **events** insured by **your** policy and not otherwise excluded.

**We** will not pay more than 10% of the **rent** sum insured for this item or £250,000 (whichever is the less).

### Managing Agents Premises

The insurance for reduction in **rent** is extended to include loss caused solely by **damage** by any of the **events** insured (and not otherwise excluded) to buildings or other property at any location in the **United Kingdom** owned or occupied by **your** managing agents for the purposes of their business in consequence of which **your rent** receivable is reduced.

**We** will not pay more than 10% of the **rent** sum insured for this item or £250,000 (whichever is the less).

# Legal liabilities to employees insurance

The cover **we** provide in this section meets the conditions relating to compulsory insurance law within the **British Isles**

This section is operative only if shown as such in the Summary of Insurance

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## What is covered

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(1a) **Your** legal liability to pay damages and/or costs which are the result of **injury** to any **employee**, caused during any **insurance period**

The **event** must happen:

- (i) in connection with the **employee's** employment by **you** in the **business**
- (ii) within the **British Isles** or
- (iii) while temporarily elsewhere in the world

(1b) the costs of legal representation at any coroners inquest, fatal inquiry, or Court of Summary Jurisdiction incurred with **our** written permission in connection with a claim covered under paragraph (1a) above.

(1c) other costs and expenses incurred with **our** written permission in connection with a claim covered under paragraph (1a) above.

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## Extra Covers

This section of **your** insurance policy also covers

(2) Cover for Other People

If the following people have a claim made against them for which **you** would be insured by this section, **we** will pay any amounts for which they are legally liable:-

- (i) any director or **employee**
- (ii) **your** personal representatives in respect of legal liability to the public incurred by **you**

provided that:

**you** request us to do so

such people shall keep to the terms and conditions and limitations of this policy.

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## What is excluded

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Any **injury** in respect of which **you** are required to arrange insurance or security in accordance with road traffic legislation within the European Union.

Any legal liability directly or indirectly caused by, or contributed to by, or arising from:

- (1) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- (2) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it

where the legal liability is

- (1) that of any principal
  - (2) accepted under an agreement without which the legal liability would not exist.
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**What is covered**

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(3) Court Attendance Compensation

If **we** require any director, **businesspartner** or **employee of yours** to attend court as a witness in connection with a claim which is covered under paragraph (1a), **we** will pay **you** the amounts shown below:-

for any director or **businesspartner of yours** -  
£500 per day

for any **employee** - £250 per day.

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(4) Unsatisfied Court Judgements

If an **employee** or their personal representative is awarded damages in a British Court which is not paid, in whole or in part, after 6 months, **we** will, at **your** request, pay the amount of the judgement provided that :

- (A) the damages are awarded against a company or individual operating from premises in the **British Isles**
  - (B) the **injury** was caused during any **insurance period** in the course of employment by **you**
  - (C) there is no on-going, planned or outstanding appeal
  - (D) the **employee** or their personal representative shall assign the judgement to **us**
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**What is excluded**

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## **Legal liabilities to employees insurance – claims settlement**

### **How we settle claims for your legal liabilities to employees**

As long as the legal liabilities are covered under **your** policy, **we** will pay the amount of the damages and costs awarded against **you** by the court, and any costs that **you** have incurred with **our** written consent.

### **The most we will pay**

In respect of any one **event**, the most **we** will pay for covers (1a), (1b) and (1c) is the limit of indemnity shown by “Legal liabilities to employees insurance” on your **Summary of Insurance**

### **Our right to pay the full limit at any time.**

In respect of any one **event**, **we** may pay the limit of indemnity shown by “Legal liabilities to employees insurance” on **your Summary of Insurance** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **event** can be settled. **We** will then relinquish control of such claims and be under no further liability thereof.

# Legal liabilities to the public insurance

This section covers **your** legal liabilities to the public.

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## What is covered

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- (1a) **Your** legal liability to pay damages and/or costs to others as a result of:-
- (i) accidental **injury** to any person other than an **employee**
  - (ii) accidental damage to their property
  - (iii) nuisance, trespass to land or goods, or interference with any easement, right of air, light, water or way
- happening during any **insurance period** in connection with the **business**
- (1b) the costs of legal representation at any coroners inquest, fatal inquiry, or Court of Summary Jurisdiction incurred with **our** written permission in connection with a claim covered under paragraph (1a) above.
- (1c) other costs and expenses incurred with **our** written permission in connection with a claim covered under paragraph (1a) above.

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## What is excluded

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Any legal liability **you** have arising from the ownership, possession or use by **you** or on **your** behalf, or by anyone entitled to indemnity, of any:

- (A) Mechanically propelled vehicle, other than legal liability arising out of
  - (i) the use of plant as a tool of trade on site
  - (ii) the use of plant at **your** premises
  - (iii) the loading and unloading of any vehicle

except where **you** are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy

- (B) aircraft or other aerial device
- (C) hovercraft or watercraft, other than hand propelled craft and sailing craft in inland or territorial waters.

Any **injury** of **your employees** arising out of, or in connection with **your business**.

Any legal liability for loss or **damage** to material property which belongs to, is held in trust by, or is in the custody or control of, **you**, other than:-

- (i) **your** directors', **business**partners', **employees**', or visitors' personal effects (including vehicles and their contents)
- (ii) premises and their contents which are not owned, leased or rented to **you**, at which **you** are working in connection with **your business**
- (iii) premises and their fixtures and fittings which are leased or rented to **you**, unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of loss or **damage** to any such premises and their fixtures and fittings.

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## What is covered

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## What is excluded

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Any legal liability caused by, or arising out of, pollution or contamination of **buildings**, other structures, water, land or atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **insurance period**. All pollution and contamination which arises out of one **event** shall be deemed to have occurred at the time such **event** takes place.

Any legal liability in respect of **damage** to any product supplied, or contract work executed, by **you**, caused by any defect or unsuitability for its intended purpose.

Any legal liability in respect of the cost of recall, removal, repair, alteration or replacement arising from the defect or unsuitability of any product supplied by **you**, or any contract work executed by **you**

Any legal liability arising from any advice, design or specification provided by **you** for a fee.

Any legal liability for remedying any defect or alleged defect in any premises disposed by **you**

Any legal liability where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by **us** in writing.

Any legal liability for:

- (i) for fines or penalties
- (ii) for any aggravated exemplary or punitive damages awarded by a court outside the **British Isles**
- (iii) for compensation which has been awarded by a Criminal Court.

Any legal liability directly or indirectly caused by, or contributed to by, or arising from:

- (i) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel; or

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## What is covered

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## What is excluded

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- (ii) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

Any legal liability arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection or military or usurped power.

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## Extra Covers

This section of **your** insurance policy also covers

### (2) Cover for Other People

If the following people have a claim made against them for which **you** would be insured by this section, **we** will pay any amounts for which they are legally liable:-

- (i) any director or **employee**
- (ii) **your** personal representatives in respect of legal liability to the public incurred by **you**

provided that:

- **you** request us to do so

- such people shall keep to the terms and conditions and limitations of this policy.

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### (3) Court Attendance Compensation

If **we** require any director, **business**partner or **employee** of **yours** to attend court as a witness in connection with a claim **we** will pay **you** the amount shown below:-

for any director or **business**partner of **yours** - £500 per day.

for any **employee** - £250 per day.

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### (4) Personal Legal Liabilities whilst Overseas

If **your** directors, **business**partners, principals, **employees** or any family member accompanying them are temporarily outside of the

**British Isles**

All exclusions shown in the "What is excluded" column.

Any legal liability they have arising out of the

Where cover is provided by any other insurance.

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## What is covered

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### (5) Data Protection Act 1998

**You** legal liability to pay damages and/or costs to others which are the result of damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that :

**- you**

are registered in accordance with the terms

**- you** have applied for registration and it has not been refused or withdrawn

**- you**

have taken all reasonable precautions to

**We** will also cover **your** directors, **business** partners, principals, or **employees** under this Extra Cover, if **you** request.

The **business** shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for the use of computer facilities.

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### (6) Contingent Motor Cover.

**You** legal liability to pay damages and/or costs to others which are the result of:-

(A) **injury** to anyone

(B) accidental **damage** to their property

arising out of the use of any motor vehicle by an **employee** in the course of the **business** which is not **your** property nor provided by **you**.

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## What is excluded

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Any legal liability **you** have to pay fines or penalties.

The cost of rectifying, reinstating, erasing blocking or destroying any personal data.

Where cover is provided by any other insurance.

Any claim arising from a deliberate act or omission by anyone entitled to cover under this Extra Cover

Any claim arising from circumstances notified to

Any claim arising from circumstances known to **you** at the time **you** took out this insurance.

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Damage to the vehicle or its contents.

Any legal liability caused while the vehicle is being driven by **you**.

Where cover is provided by any other insurance.

Any legal liability caused while the vehicle is being driven outside of the **British Isles**.

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## Section Exclusion

**This exclusion only applies to the Legal liabilities to the public insurance section.**

### Data Recognition Exclusion

The indemnity will not apply to any liability of whatsoever nature which is caused directly or indirectly by or arises out of the Failure of a System.

### Definitions

- (A) Failure of a System means the failure or inability of a System (whether or not owned by **you**)
- (1) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent
  - (2) to operate as a result of any command programmed in to the System utilising any date (whether a date in the year 2000 or any other date)
- (B) System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation
- (C) Microchip includes integrated circuits and microcontrollers

# Legal liabilities to the public insurance – claims settlement

## How we settle claims for your legal liabilities to the public

As long as the legal liabilities are covered under **your** policy, **we** will pay the amount of the damages and costs awarded against **you** by the court. **We** will also pay any costs that **you** have incurred with **our** written consent.

## The most we will pay

In respect of any one **event**, the most **we** will pay is the limit of indemnity shown by “Legal liabilities to the public insurance” on **your Summary of Insurance**

The most **we** will pay in respect of all incidents considered by **us** to have occurred during any one **insurance period** in respect of pollution or contamination of **buildings**, other structures, water, land or atmosphere is the limit of indemnity shown by “Legal liabilities to the public insurance” on **your Summary of Insurance**

## Our right to pay the full limit at any time

In respect of any one **event**, **we** may pay the limit of indemnity shown by “Legal liabilities to the public insurance” on **your Summary of Insurance** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **event** can be settled. **We** will then relinquish control of such claims and be under no further liability thereof, except for costs and expenses for which **we** may be responsible prior to the date of such payment.

# Legal defence costs insurance

This section of **your** insurance policy covers **you** and at **your** request, **your** directors, **business**partners, principals and **employees**

## What is covered

## What is excluded

### Part A

Criminal Proceedings relating to Health and Safety

### employees

**We** will pay

(A) legal costs and expenses incurred with **our** written consent

(B) costs awarded against **you** or any director, in respect of criminal proceedings, or an appeal

against a conviction, for an offence which is

The proceedings must relate to :

- (i) the health, safety and welfare of a director, **business**partner or **employee** of **yours**; and
- ii) a breach of the Health and Safety at Work Act etc.1974 or the Health and Safety at Work (Northern Ireland) Order 1978

Fines or penalties of any kind.

Compensation awarded by a Criminal Court.

Where **damage** to

Where cover is provided by any other insurance.

Any proceedings or conviction which arise out of or by an **employee** with specific responsibility for compliance with the legislation.

### Part B

Criminal Proceedings relating to Health and Safety at Work etc. Act 1974, the Consumer Protection Act 1987 in respect of duties to members of the public

**We** will pay

(A) legal costs and expenses incurred with **our** written consent

(B) costs awarded against

The proceedings must relate to:

in respect of criminal proceedings, or an appeal

against a conviction, for an offence which is

- (i) the health, safety and welfare of any person other than a director, **business** partner or
- ii) a breach of the Health and Safety at Work Act etc.1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987.

Fines or penalties of any kind.

Compensation awarded by a Criminal Court.

property has occurred.

Where cover is provided by any other insurance.

Any proceedings or conviction which arise out of or by an **employee** with specific responsibility for compliance with the legislation.

## Section Exclusion

**This exclusion only applies to the Legal defence costs insurance section.**

### Data Recognition Exclusion

The indemnity will not apply to proceedings which result directly or indirectly from or arise out of the Failure of a System.

### Definitions

- (A) Failure of a System means the failure or inability of a System (whether or not owned by **you**)
- (1) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent
  - (2) to operate as a result of any command programmed in to the System utilising any date (whether a date in the year 2000 or any other date)
- (B) System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation
- (C) Microchip includes integrated circuits and microcontrollers

# Legal defence costs insurance – claims settlement

## How we settle claims for your legal defence costs

As long as the legal defence costs are covered under **your** policy, **we** will pay the costs that **you** have incurred with **our** written consent, and the costs awarded against **you**, or any of **your** directors, **businesspartners** or **employees**

**We** shall pass notification of any claim to an organisation in the **United Kingdom** with which **we** have an agreement for the provision of legal defence costs services, and which shall administer the claim on **our** behalf.

## The most we will pay

The most **we** will pay in any one **insurance period** for **your** legal defence costs is the limit of indemnity shown by “Legal defence costs insurance” on **your Summary of Insurance**

## Our right to pay the full limit at any time

**We** may pay the limit of indemnity shown by “Legal defence costs insurance” on **your Summary of Insurance** (less any sums already paid or incurred) or any lesser amount for which any claims arising can be settled. **We** will then relinquish control of such claims and be under no further liability thereof.

**We** shall pass notification of any claim for legal defence costs to the third party provider approved by QBE Insurance (Europe) Ltd.

# Legionellosis liability insurance

This section is on a claims made basis with **your** costs and expenses and those of any claimant included within the limit of indemnity shown in the **Summary of Insurance**

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## What is covered

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- (1) **Your** legal liability to pay damages and/or costs to others as a result of accidental **injury** to any person caused by **Legionellosis** in connection with the **business**
- (2) the costs incurred with **our** written consent of legal representation at any coroners inquest, inquiry, or proceedings in any court arising out of any alleged breach of statutory duty resulting in an injury specified in (1) above.
- (3) all other costs and expenses incurred with **our** written consent in relation to any matter which may form the subject of indemnity under (1) above.

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## What is excluded

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- Any claim which is first made in writing to **you** outside of the **insurance period**
- Any claim where
- First notification by **you** to **us** of any circumstance that:
- Has caused **injury**
  - or is alleged to have caused **injury**
  - or can be expected to give rise to a claim
- is made to **us** after 30 days following the expiry of the **insurance period**
- Any legal liability in respect of any **Legionellosis** where the **Legionellosis** commenced prior to the start date of this insurance.
- Any legal liability arising from any advice, design or specification provided by **you**
- Any legal liability arising from any product supplied or contract work executed.
- Any legal liability where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by **us** in writing.
- Any legal liability for:
- (i) fines or penalties.
  - (ii) any aggravated exemplary or punitive damages awarded by a court outside the **British Isles**
  - (iii) compensation which has been awarded by a Criminal Court.
- Any legal liability directly or indirectly caused by, or contributed to by, or arising from:
- (i) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel; or
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**What is covered**

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**What is excluded**

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- (ii) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

Any legal liability arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection or military or usurped power.

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**Extra Cover**

This section of **your** insurance policy also covers

- (4) Court Attendance Compensation

If **we** require any director, **business**partner or **employee** of **yours** to attend court as a witness in connection with a claim, **we** will pay **you** the amount shown below:-

for any director or **business**partner of **yours** - £500 per day.

for any **employee** - £250 per day.

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## Section Exclusion

**This exclusion only applies to the Legionellosis liability insurance section.**

### Data Recognition Exclusion

The indemnity will not apply to any liability of whatsoever nature which is caused directly or indirectly by or arises out of the Failure of a System.

### Definitions

- (A) Failure of a System means the failure or inability of a System (whether or not owned by **you**)
- (1) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent
  - (2) to operate as a result of any command programmed in to the System utilising any date (whether a date in the year 2000 or any other date)
- (B) System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation
- (C) Microchip includes integrated circuits and microcontrollers

# Legionellosis liability insurance – claims settlement

## How we settle claims for your Legionellosis liability

As long as the legal liabilities are covered under **your** policy, **we** will pay the amount of the damages and costs awarded against **you** by the court. **We** will also pay any costs that **you** have incurred with **our** written consent.

## The most we will pay

The most **we** will pay for any one claim for **your Legionellosis** liability including all **your** costs and expenses and those of the claimant is the limit of indemnity shown by “ **Legionellosis**liability insurance” on **your Summary of Insurance**

## Our right to pay the full limit at any time

In respect of any one **event**, **we** may pay the limit of indemnity shown by “ **Legionellosis**liability insurance” on **your Summary of Insurance** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **event** can be settled. **We** will then relinquish control of such claims and be under no further liability thereof.

All claims caused by the same isolated repeated or continuing incidence of **Legionellosis** shall be considered to have been made in the **insurance period** when the first claim was first made in writing to **you** and notified to **us** or when the first notification of any circumstance was first made to **us**

# Claims conditions

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us**, the better. In some cases, there are other people **you** should contact first.

## 1. What to do if someone is holding you, or any other person who may be entitled to claim under this policy, responsible for an injury, or damage to their property

If someone is holding **you**, or any other person who may be entitled to claim under this policy, responsible for an **injury**, or **damage** to their property, tell **us** immediately and give **us** full details in writing as soon as **you** can. **You**, or any other such person must not admit responsibility.

If **you** or any other such person receive any writ, summons, notice of prosecution or any other legal document, send it to **us** straight away without answering it.

Neither **you** nor any other such person must admit, settle, reject, negotiate or promise to pay any claim without **our** written permission.

## 2. What to do if you, or any other person who may be entitled to claim under this policy, are the victim of riot, theft, vandalism, civil commotion, labour/political disturbance, or Malicious Damage

If **you** or any other such person are a victim of riot, theft, vandalism, civil commotion, labour/political disturbance or malicious damage, tell the police within 24 hours of discovering the **damage** and ask for an incident number. Then tell **us** as soon as **you** can. If **you** suffer **damage** because of a riot, **you** must tell **us** within 7 days or **your** claim will not be covered.

**You** must also take every precaution to minimise the **damage**

## 3. What to do if you suffer some other loss

For any other claims, tell **us** as soon as possible, and take every precaution to minimise the **damage**

## 4. Rights and Responsibilities

**We** may need to enter into **your buildings** to save anything **we** can and to make sure no more **damage** happens. **You** must help **us** to do this but **you** must not abandon **your buildings** to **us**, as **our** responsibility.

**We** have the right, at **our** expense and in **your** name to :

- take over the defence or settlement of any claim; or
- start legal action in **your** name, or in the name of anyone entitled to indemnity under this policy, to get compensation from anyone else; or
- start legal action in **your** name, or in the name of anyone entitled to indemnity under this policy, to get back from anyone else any payments that have already been made.

**We** will not enforce rights against a tenant in respect of **damage** to the part of the **buildings** occupied by that tenant or to common parts of the **buildings** unless the **damage** arises out of a criminal fraudulent or malicious act. **We** will not enforce rights against any Company being Parent of or Subsidiary to **you** or any Company which is a Subsidiary of a Parent Company of which **you** are **yourselves** a Subsidiary in each case within the meaning of Section 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986.

**You** must give **us**, and pay for, all of the information **we** reasonably ask for about a claim within 30 days of the **damage**. **You** must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

## **5. Conditions**

If any of the terms of conditions 1-4 have not been complied with no claim under this policy shall be payable and any payment on account of the claims already made shall be repaid to **us** immediately.

## **6. Fraud**

If a claim is fraudulent in any respect or if fraudulent means are used by **you**, any director, **business** partner, principal or **employee** of **yours** or any person acting on **your** or their behalf to obtain any benefit under this policy or if any **damage** is caused by **your** wilful act or with **your** knowledge then all benefit under this insurance shall be forfeited.

## **7. Other Insurance**

If **you** claim under this policy for something which is also covered by another policy, **we** will only pay **our** proportionate share of the claim. **You** should give **us** full details of the other insurance policy. This condition does not apply to the Contingent Motor Liability cover.

## **8. Arbitration (applicable to Property damage insurance)**

If there is any disagreement between **you** and **us** as to the amount to be paid under this policy, liability being otherwise admitted, the disagreement shall be referred to an arbitrator, in accordance with the current law.

## **9. Adjudication**

**You** shall, on receipt of a **Notice of Adjudication** relating to any circumstance which has given or may give rise to a claim under this policy, provide immediate notice of this to **us**

# Policy conditions

## 1. Non-disclosure or misrepresentation

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

## 2. Taking care

**You** must at **your** own expense take all reasonable steps to prevent, or if **you** cannot prevent, minimise, any **damage** to everything which is covered by this insurance or any potential **injury** to **employees** or the public. **You** must keep all of **your buildings**, furnishings, ways, works, machinery and plant and vehicles in good condition and in good repair. If **you** discover any defect or danger, **you** must make it good as soon as possible and in the meantime take such additional precautions as circumstances require.

## 3. Changes in your circumstances

**You** must tell **us** straight away about any of the following.

- If the **buildings** are not in a good state of repair
- Work on the **buildings** other than routine maintenance or decoration
- Any change in the **declared value** of **your buildings**
- Any change in the amount of **rent** which **you** receive
- Any change in the tenancy of **your buildings**
- Any disposal or acquisition of **buildings**
- Any building, demolition or excavation work being carried out on an adjoining premises
- Any other material change to the facts existing at the commencement of each **insurance period**

However, **your** interest in this insurance shall not be prejudiced by:

- (1) structural repairs or other minor alterations, and general maintenance work undertaken
- (2) any increase in risk of **damage** resulting from an alteration, act or omission which occurs without **your** knowledge or consent

provided **we** are notified immediately **you** are aware of the above alterations and any additional premium required is paid.

#### 4. Security and inspection

Unless agreed by **us** in writing to the contrary, in respect of any **buildings** that are **unoccupied**

- (A) gas, water and electricity services and any fuel supplies are kept shut off at the switch or stopcock where they enter the **buildings**
- (B) all water and heating systems be kept drained
- (C) the **buildings** be kept secured by
- the use of mortice deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters
  - the use of window locks – where locks are not fitted windows must be screwed shut
  - repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry
  - sealing all letterboxes or fitting a stout steel cage internally
- (D) the **buildings** and external areas immediately surrounding the **buildings** be kept free of all unfixed combustible materials
- (E) any additional requirements put forward by **us** are completed within the timescale specified
- (F) the **buildings** are inspected internally and externally by **you** or **your** representative at least weekly to check that the above requirements are in place. In the event of a breach of requirements (A) to (E), **you** must
- arrange to carry out the necessary work to satisfy the requirements
  - notify **us**

#### 5. Our liability

All the sums insured, limits of indemnity and any other restrictions on the amount of **our** liability stated in this policy, will apply as maximum limits to **our** liability irrespective of the number of persons entitled to indemnity under this policy.

For all purposes, including, but not limited to the application of sums insured and policy limits, the definition of **you** shall constitute one insured, and there shall only be one contract of insurance between that insured and **us**

#### 6. Cancelling the policy

**You** may cancel this policy by informing **us** in writing, and cancellation will be effective from the date of receipt of **your** instructions. If a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover, the cancellation will only be effective from the date of return of the Certificate(s) to **us**

**We** may cancel this policy by sending 30 days written notice to **your** last known address.

In the event of cancellation, **we** will refund the premium **you** paid for the rest of the **insurance period**  
**We** will do this only if **you** have not made a claim during the **insurance period**

## 7. Cancelling the monthly premium instalment agreement

**Your** policy has an **insurance period** of twelve months and **your** legal contract with **us** is for this period. **We** may have agreed to **you** paying **your** premium by monthly instalments.

If **you** miss a monthly premium **we** will send **you** a notice to **your** last known address, asking **you** to pay the premium **you** have missed. If **you** do not pay the premium **you** have missed by the date given in the notice, **we** will cancel all cover under **your** policy.

If **you** want to cancel the credit agreement but not **your** policy, **you** must write to **us**. **We** will then send **you** a reply telling **you** how much **you** will have to pay for the rest of the **insurance period**. If this amount is not paid by the date given in **our** reply to **you**, then **we** will cancel all cover under **your** policy.

If **you** want to cancel the monthly premium instalment agreement, **you** should also tell **your** bank, building society or Girobank to cancel **your** direct debit arrangement.

## 8. Law Applicable

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

## 9. Data Protection

All personal information supplied by you will be treated in confidence by QBE Insurance (Europe) Ltd and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of the QBE Insurance (Europe) Ltd or our agents or subcontractors.

QBE Insurance (Europe) Ltd may pass your personal data to other companies and or its agents for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal data, but in all cases the Company will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

## Words with special meanings

Any word defined below will have the same meaning wherever it is shown in your policy in bold print.

| Word                 | Meaning   |
|----------------------|---|
| <b>British Isles</b> | England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands   |
| <b>buildings</b>     | <p>Buildings being <b>your</b> property or property for which <b>you</b> are responsible situated at the address shown on <b>your Summary of Insurance</b> built mainly of brick stone concrete or other non-combustible material, including:</p> <p><b>Your</b> fixtures and fittings including fixed glass and fitted carpets</p> <p>Tenant's improvements for which <b>you</b> are responsible in, on, or around the buildings</p> <p>Furnishings and other contents of common parts of the buildings</p> <p>Gangways, pedestrian malls and pedestrian access bridges</p> <p>Walls, gates, fences and <b>services</b></p> <p>Car parks, roads, pavements and similar surfaces all constructed of solid materials</p> <p>Landscaping excluding external ponds and lakes</p>   |
| <b>business</b>      | <p>That which is specified in your <b>Summary of Insurance</b> and conducted solely in the <b>British Isles</b> and shall include:</p> <ul style="list-style-type: none"><li>(A) ownership, repair and maintenance of <b>your buildings</b></li><li>(B) occupation of the <b>buildings</b> other than for the purpose of <b>you</b> operating any trade or business therefrom (although up to 20% business purposes occupancy for each building is allowed)</li><li>(C) provision and management of canteen, social, sports and welfare organisations for the benefit of any <b>employee</b></li><li>(D) provision and management of first aid, ambulance and medical services for the benefit of any <b>employee</b></li><li>(E) fire and security services maintained solely for the protection of <b>your buildings</b> which <b>you</b> own or occupy</li></ul> |

| Word                            | Meaning   |
|---------------------------------|---|
|                                 | <p>(F) private work undertaken by an <b>employee</b> for any <b>employee</b> director or <b>business</b> partner of <b>yours</b>, with <b>your</b> prior permission</p> <p>but in respect of “Legal liabilities to employees insurance” excluding any work undertaken <b>offshore</b></p>   |
| <b>damage</b>                   | Loss, destruction or damage   |
| <b>Day One Rebuilding Value</b> | <p>The total costs within the “How <b>we</b> settle claims for <b>damage to buildings</b>” section (plus covers 11,12,13 and costs for building regulation, Local Authority requirements or European Union legislation) at the level of costs applying at the commencement of the <b>insurance period</b> in rebuilding the <b>buildings</b> to a condition substantially the same as their condition when new</p>  |
| <b>Day One Rental Value</b>     | <p>The actual annual <b>rent</b> at the start of the <b>insurance period</b> or, if the <b>buildings</b> are untenanted at that date, the actual annual <b>rent</b> at which the <b>buildings</b> were subsequently let (or the estimated annual <b>rent</b> at which they are expected to be let). If the <b>buildings</b> are subject to a <b>rent</b> free period concession at the start of the <b>insurance period</b>, the <b>Day One Rental Value</b> shall be the actual annual <b>rent</b> that applies from the date immediately after the <b>rent</b> free period ceases.</p> <p>In each case above the amount to be proportionately increased where the <b>indemnity period</b> exceeds one year.</p> |
| <b>declared value</b>           | <p>The value declared by <b>you</b> at the start of each <b>insurance period</b>, which you consider to be the cost of rebuilding at the level of costs applying at the start of the <b>insurance period</b>, without any provision for inflation.</p>  |
| <b>employee</b>                 | <p>Any person who is under a contract of service or apprenticeship with <b>you</b> or any person supplied to or hired or borrowed by <b>you</b> in the course of the <b>business</b></p>  |
| <b>event</b>                    | <p>An occurrence or all occurrences of a series consequent on, or attributable to, one source or original cause</p>   |
| <b>excess</b>                   | <p>The first part of each and every claim which <b>you</b> must pay at each separate premises</p>   |
| <b>fees</b>                     | <p>Any architects’, surveyors’, and legal fees paid by <b>you</b> with <b>our</b> written consent</p>   |

| Word  | Meaning  |
|---|--|
| <i>indemnity period</i>   | The maximum period from the date of <b>damage</b> for which <b>we</b> are liable to pay any loss of <b>rent</b>  |
| <i>injury – Legal liabilities to employees insurance and Legal defence costs insurance</i>  | Bodily injury, death, disease or illness   |
| <i>injury – Legal liabilities to the public insurance and Legal defence costs insurance</i> | Bodily injury, mental injury, death, disease, illness, wrongful arrest or false imprisonment   |
| <i>injury – Legionellosis liability insurance</i>   | Bodily injury, death, disease or illness of any person other than an <b>employee</b>   |
| <i>insurance period</i>   | The period starting and ending on the dates shown on <b>your summary of insurance</b> . It also includes any further period which <b>you</b> pay for, and for which <b>we</b> accept <b>your</b> premium                     |
| <i>Legionellosis</i>  | Any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like   |
| <i>Notice of Adjudication</i>   | Any notice issued to a party to a contract to which Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication                                 |
| <i>offshore</i>   | From getting onto, or into, a vessel or aircraft for travel to an offshore rig or platform, until getting off, or out of, the vessel or aircraft onto land   |
| <i>rent</i>   | Any money in the nature of rent which <b>you</b> receive from a tenant including service charges   |
| <i>services</i>   | Telephone, gas, electricity and water mains, drains and sewers, electrical instruments, meters, piping, cabling and the like which provide services to or from the <b>buildings</b> and for which <b>you</b> are responsible |
| <i>Summary of Insurance</i>   | The document attached to the policy wording providing specific details relating to <b>your</b> insurance   |
| <i>United Kingdom</i>   | England, Scotland, Wales and Northern Ireland  |
| <i>unoccupied</i>   | Empty, disused, unoccupied, unfurnished, untenanted or no longer in active use   |
| <i>we, us, our</i>  | QBE Insurance (Europe) Ltd   |
| <i>you, your, yours, yourselves</i>   | The policyholder shown in the <b>Summary of Insurance</b>  |

# Complaints Procedure

We aim to provide **you** with a first class service. If we have not delivered the service that **you** expect or **you** are concerned with the service provided, **we** would like the opportunity to put things right.

## Our complaints process

- Initially, please raise **your** concerns with **your** usual business contact.
- If your complaint is not resolved or **you** are not happy with **our** response and the course of action proposed, **you** can progress your complaint to **our** Customer Relations Office.
- A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However, if resolution is not possible they will issue a response within 8 weeks of your original complaint.

## Customer Relations Contact Details

Premier Commercial Ltd  
1 Lansdowne Crescent  
Edinburgh  
EH12 5EQ

Telephone: 0845 111 0125

Fax: 0845 111 0126

Email: [info@premco.co.uk](mailto:info@premco.co.uk)

## What to do if you are still not satisfied

If you are still not satisfied QBE Insurance (Europe) Ltd is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them.

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone: 0845 0801800

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

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

## Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.