



*u n d e r w r i t e r s*

## **Premco Property Owners Insurance Policy** for your Property

In return for the payment of premium stated in the schedule of insurance, **we** agree to insure **you** in respect of a valid claim under this insurance policy as more fully defined in Sections 1 – 5 (as applicable), and as stated in the schedule of insurance, subject to the Introduction, the Customer service information, the General definitions, General conditions, General exclusions, Sections, Section extensions, the schedule of insurance and any endorsements.

For and on behalf of the underwriters

A handwritten signature in black ink, appearing to read "Crawford Boyd", is written in a cursive style.

Crawford Boyd LLB  
Underwriting Director

# General conditions

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## Important

This policy is a legal contract and it is important that **you** read it carefully to make sure that it meets **your** requirements. If it does not, or if **your** insurance requirements change, please let **your** insurance adviser know immediately.

**We** would remind **you** that **you** must tell **us** immediately of any facts or changes which might affect **our** assessment or acceptance of this insurance. If **you** do not disclose all relevant facts **you** may invalidate **your** policy or **your** policy may not operate fully.

**You** should read this policy together with **your** current schedule which gives precise details of the cover.

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# Customer service information

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This Introduction, the Customer service information, the General definitions, General conditions, General exclusions, Sections, Section extensions, the **schedule** and any endorsements all form part of this insurance policy.

## IMPORTANT REMINDER

It is important that:

- **You** check that the information you have given **us** is accurate and up to date – See the Customer service information section for more details
- **You** must read and understand the policy
- **You** comply with **your** duties under each section and under the insurance as a whole
- **You** check that the sections you have requested are included in the **schedule**

This policy should be kept in a safe place. **You** may need to refer to it if **you** have to make a claim. **We** recommend that **you** retain details of **your** Employers' liability insurance for at least 40 years if this cover is provided by this insurance.

This section contains important information about how we will deal with claims under this policy and the information you have given us.

### Information you have given us

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you**, or your appointed agent acting on **your** behalf, have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat **your** policy as if it never existed and decline all claims. **We** may not return premium already paid by **you** in this situation.

If **we** establish that **you** provided us with false, incomplete or misleading information, it can adversely affect **your** policy and any claim.

For example:

- where **we** could have accepted the risk and offered **you** an policy but **we** would have charged a higher premium, **we** may only pay a percentage of any claim that **you** make under the policy. **We** would do this by considering the premium **we** actually charged as a percentage of the higher premium **we** would have charged and then paying **you** the same percentage of any claim.

So, as an example: if the premium **we** actually charged was £250 and the higher premium **we** would have charged was £1,000, then the premium **we** actually charged represents 25% of the higher premium **we** would have charged and **we** shall only pay 25% of any claim;

- **We** may treat this policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **your** insurance agent. **We** will only do this if the false, incomplete or misleading information means that **we** provided **you** with insurance cover when **we** would not otherwise have offered it at all had the risk been fairly presented;
- if **we** would have written the risk on different terms had it been fairly presented, **we** may amend the policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;
- **We** may cancel **your** policy in accordance with its cancellation provisions.

**We** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- amend the terms of **your** policy; or
- reduce **your** claim in accordance with the above.

If **you** become aware that information **you** have given **us** is inaccurate or incomplete, **you** must inform **us** without delay.

# Customer service information

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## About us

**Your** policy is underwritten by Lloyd's syndicate 4444, managed by Canopus Managing Agents Limited and/or Lloyd's syndicate 435 managed by Faraday Underwriting Limited, in respect of sections 1 - 4. The legal expenses insurance in section 5 is underwritten by Financial & Legal Insurance Company Limited. Please refer to the Participating syndicates endorsement in your **schedule**.

Canopus Managing Agents Limited, Faraday Underwriting Limited and Financial & Legal Insurance Company Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## SEVERAL LIABILITY CLAUSE

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract. The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## About the Coverholder

**Your** policy has been underwritten on **our** behalf by Premier Commercial Limited of 1a Lansdowne Crescent, Edinburgh EH12 5EQ. Premier Commercial is authorised and regulated by the Financial Conduct Authority and you can check this information is accurate on the Financial Services Register which is available to view online at <https://register.fca.org.uk>

## Enquiries

If **you** have a general enquiry regarding **your** policy please contact **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy. **You** may contact Premier Commercial at the address detailed above.

## Things you must do

There are conditions contained in this policy which are conditions precedent to **our** liability to **you** to pay a claim intimated by **you** under the cover provided by this policy. If **you** breach any of these conditions **we** may deny **your** claim or reduce the amount **we** will pay to **you**.

## Cancellation

**You** may cancel this policy at any time by notifying **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy or by writing to Premier Commercial at the address detailed above. If you have not made a claim under the terms of this policy at the time **you** wish to cancel it, and **you** are not aware of any incident which may give rise to a claim, we will refund a proportionate amount of **your** premium provided the premium has not been designated as a minimum and deposit premium in the **schedule**.

We may also cancel this policy in accordance with General condition 6.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot pay a claim to **you** under this policy. If **you** are entitled to compensation under the scheme, how much compensation **you** would receive would depend on the nature of this policy. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)

# Customer service information

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## Data Protection

The defined terms used in this section shall have the meaning given to those terms in the Data Protection Act 1998 (as may be amended or replaced from time to time).

In the course of providing insurance services to **you**, **we** may have access to Personal Data. **You** have confirmed that **you** have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to **us** (whether such disclosure is made directly by **you** to **us** or indirectly by **you** to any agent acting on **your** or on **our** behalf). **We** shall be the Data Controller of any Personal Data provided.

**We** undertake that **we** shall only use any Personal Data provided to **us** for the purposes of performing **our** services in connection with **our** contract of insurance with **you**. This will include the processes of underwriting, administration and claims assessment as well as any necessary services that **we** may provide.

**We** will hold all Personal Data securely and shall limit access to such Personal Data to those who have a need to see it. By entering into this agreement with **us** to provide an policy, **you** consent to **us** sharing any Personal Data provided with **our** group companies, and any agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers in connection with the contract of insurance between **you** and **us**.

**You** acknowledge that **we** may be required as a matter of law or regulation to disclose Personal Data provided to **us** to a Court of law or regulatory body such as the **PRA** or the **FCA** or **Lloyd's** or **ELTO** or any other public body or authority of competent jurisdiction and **you** consent to any such disclosure.

**You** acknowledge that the insurance industry maintains certain registers for the purposes of fraud prevention and **you** consent to **us** sharing Personal Data provided to **us** with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate **your** claims history.

## Headings

The section headings used in this policy are for reference purposes only and shall not affect the meaning or interpretation of the policy.

# General definitions

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The following definitions apply in sections 1 – 4 of this policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the policy, **schedule**, endorsements or conditions. To help identify these words they will appear in **bold** in the policy wording.

## Business

The business activities as described in the **schedule** and shall include

- (i) the ownership repair and maintenance of **your own property**
- (ii) the provision and management of canteen social sports and welfare activities for the benefit of **you or your employees**
- (iii) the provision and management of first aid fire security and ambulance services
- (iv) the performance of private duties carried out by **your employees** with **your** written consent for any director partner or senior official of **yours**

and no other business for the purposes of this insurance.

## Damage

Loss, destruction of or damage to the property insured.

## ELTO

means the Employers' Liability Tracing Office or any successor body or bodies to it.

## Employee

Any person who is

- a) under a contract of service or apprenticeship with **you**.
- b) a labour master or supplied by a labour master.
- c) employed by labour only sub-contractors.
- d) self-employed and working for **you** and under **your** control.
- e) hired to or borrowed by **you**.
- f) supplied to **you** for the purposes of study, work or training experience.
- g) a prospective employee who is undergoing practical work experience whilst being assessed by **you** as to his or her suitability for employment.
- h) a voluntary helper while working under **your** supervision and control in connection with the **business**.
- i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work.

whilst working for **you** in the course of the **business**.

## Excess

This is the first part of any claim that **you** will have to pay after the application of all other terms and conditions of the insurance including average (General condition 5).

## FCA

means the Financial Conduct Authority or any successor body or bodies to it.

## Injury

Bodily injury death illness disease or shock causing bodily injury.

## Lloyd's

means Lloyd's of London or any successor body or bodies to it.

## Period of insurance

The period from the effective date shown in the **schedule** until midnight on the expiry date shown in the **schedule**. This includes any subsequent period for which **we** may accept payment for renewal of this policy.

## Pollution

Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and all loss, damage or injury, directly or indirectly caused by such pollution or contamination.

## PRA

means the Prudential Regulation Authority or any successor body or bodies to it.

## Premises

the premises stated in the **schedule**.

# General definitions

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## Property

means material property.

## schedule

means the **schedule** of insurance which attaches to this policy.

## Terrorism

means any act(s), of any person(s) or organisation(s) involving:

- a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- b) putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

## Unoccupied

Any building or part of any building which is unoccupied or not in use by **you** or any tenant of **you** for more than thirty consecutive days.

## We/us/our

Lloyd's syndicate 4444 managed by Canopus Managing Agents Limited and Lloyd's syndicate 435 managed by Faraday Underwriting Limited.

## You/your/yours

The person or persons or corporate body named in the **schedule** and includes

- a) any subsidiary company which is named in the policy **schedule** operating in or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- b) at **your** written request
  - (i) any director or **employee of yours** while acting on behalf of or in the course of his employment or engagement by **you** in respect of liability for which **you** would have been entitled to insurance under this policy if the claim against any such person had been made against **you**
  - (ii) any officer member or **employee of yours**, social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
  - (iii) any director partner or senior official of **yours** in respect of private work carried out by any **employee of you** for any such person with **your** the consent
- c) in the event of **your** death **your** personal representatives in respect of liability incurred by **you** provided that such person shall, as though he were **you**, observe fulfil and be subject to the terms exceptions conditions and endorsements of this insurance as far as they can apply

# Legislation

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*In this policy we make reference to various laws and statutes. There follows a brief description of each. This is intended for your information purposes only and is not part of the terms of this policy.*

*The laws and statutes referred to below shall apply as amended or replaced from time to time.*

## **Consumer Protection Act 1987**

Designed to protect consumers from products that do not reach a reasonable level of safety

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

Makes provision for the enforcement of contractual terms by third parties.

## **Corporate Manslaughter and Corporate Homicide Act 2007**

States that companies and organisations can be found guilty of corporate manslaughter or homicide if serious management failures cause a person's death and amount to a breach of a duty of care.

## **Data Protection Act 1998**

Controls how an individual's personal information is used by organisations, businesses or the government.

## **Defective Premises Act 1972**

Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.

## **Defective Premises (Northern Ireland) Order 1975**

Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.

## **EU Environmental Liability Directive 2004/35/EC**

Establishes a framework based on the "polluter pays" principle to prevent and remedy environmental damage.

## **Food Safety Act 1990**

Provides the framework for all food legislation in Britain and sets out the duties of food producers and food handlers in relation to food safety.

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

Places duties on all employers to ensure, so far as reasonably practicable, the health, safety and welfare at work of all employees.

## **Health and Safety at Work (Northern Ireland) Order 1978**

Places duties on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees.

## **Road Traffic Act 1988**

Consolidates certain enactments relating to road traffic, including road safety, construction and use of vehicles and equipment, licensing of drivers of vehicles, driving instruction and third-party liabilities.

## **Road Traffic Northern Ireland Order 1981**

Relates to road traffic, including road safety, licensing of drivers of vehicles, regulation of motor vehicles, foreign vehicles and insurance against third-party liabilities.

# How to intimate a claim

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## **If you need to make a property claim** (sections 1-7)

Please telephone Davies Managed Services (DMS) on 0844 856 2425 and quote the policy number, your policy number is detailed on your policy **schedule**.

You may email DMS: newclaims.canopus@davies-group.com

You may write to DMS: Davies Managed Systems (DMS), 2nd Floor, East Court, Riverside Park, Stoke on Trent ST4 4DA

## **If you need to make a claim for glass or damage to windows, doors or locks**

Please telephone The Nationwide Emergency Glazing Company on 0844 9107 112 and quote the policy number, your policy number is detailed on your policy **schedule**.

You may send a fax to NEG: 08945 8670911

You may email NEG: admin@theneg.co.uk

The NEG can arrange to secure your property at any time of the day or night.

We will settle all accounts on insured losses directly with The NEG. Where the circumstances of the loss fall outside the scope of cover provided by this policy, liability for all work undertaken will be the responsibility of the INSURED.

In some circumstances The NEG will arrange collection of your policy excess prior to completion of the works.

## **If you need to make a claim on any other section** (sections 8-13)

Please telephone us, Premier Commercial on 0845 111 0125 and quote the name of the policyholder detailed on the **schedule**.

You may email us claims@premco.co.uk

You may write to us Premier Commercial 1a Lansdowne Crescent, Edinburgh EH12 5EQ

You may also call **us** on **0845 111 0125** and **we** will be pleased to advise **you** of the steps to take. It will assist if **you** have details of **your** policy and cover available when telephoning.

**We** would refer **you** also to the claims conditions of the policy set out on pages 7.

In all communications with **us** please quote **your** policy number.

# How to make a complaint

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## Your right to complain

**We** intend to provide a first class service at all times to **our** policyholders.

If, however, **you** have cause for complaint, **we** would ask that **you** first contact the insurance adviser who arranged the insurance for **you**.

If **you** are not satisfied with the manner in which **your** complaint has been dealt with, any further complaint may be addressed:

by mail: Premier Commercial Limited 1a Lansdowne Crescent, Edinburgh EH12 5EQ  
by email: [complaints@premco.co.uk](mailto:complaints@premco.co.uk)  
by telephone: 0131 623 6230

## Or you may address your complaint to the underwriter:

### When participating as shown in your schedule:

Canopus Managing Agents Ltd,  
by mail: Gallery 9 Lloyd's , One Lime Street , London EC3M 7HA  
by telephone: 0207 337 3700  
by facsimile: 0207 337 3999

### When participating as shown in your schedule:

Faraday Underwriting Limited  
by mail: Corn Exchange, 55 Mark Lane, London EC3R 7NE  
by email: [complaints@faraday.com](mailto:complaints@faraday.com)  
by telephone: 0207 702 3302  
by facsimile: 0207 680 4369

**We** will handle **your** complaint as follows:

**We** will acknowledge **your** complaint as soon as **we** receive it and advise **you** of the name and title of the person who is handling **your** complaint.

**We** will deal with **your** complaint as quickly as possible and provide **you** with a formal response within eight weeks of receipt of the complaint. If compensation or redress is appropriate **we** will provide details with **our** response. If **we** feel your complaint is not justified full reasons for our decision will be provided to **you**.

Should **you** remain dissatisfied, **you** may refer **your** complaint to policyholder & Market Assistance at Lloyd's, who will investigate and assess **your** complaint. Lloyd's contact details are as follows.

policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA  
Phone: 0207 327 5693 Fax: 0207 327 5225 E-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

Ultimately, should **you** remain dissatisfied with Lloyd's final response, **you** may, if eligible, refer **your** complaint to the Financial Ombudsman Service (FOS). Please note that **you** are able to escalate **your** complaint to FOS within six months from the date of Lloyd's final response letter. Given this, please direct **your** communications in the first instance to the Lloyds address above. Details of who is eligible to refer a complaint to the FOS can be found on their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You may telephone the FOS Helpline: 0800 023 4567 or the Switchboard: 0207 964 1000

You may write to the FOS: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

## IMPORTANT NOTE

Premier Commercial Limited acts as a managing general agent for the underwriters and not for you.

# General conditions

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## 1. Risk Improvement Requirements

It is a condition precedent to **our** liability under this policy that **you** shall comply and continue to comply with all risk improvement requirements that have been notified to **you** and agreed to by **you** or on **your** behalf. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

## 2. Care and prevention

It is a condition precedent that **you** shall take all care to prevent accidents and to maintain and keep in proper repair **your** premises, plant and everything used in the **business**. **You** shall make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances may require. **You** must also take all care to act in accordance with all statutory obligations and regulations and to employ only competent **employees**. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

## 3. Unoccupied property

It is a condition precedent to **our** liability that immediate notice be given to **us** when any property becomes **unoccupied** for more than 90 consecutive days and that **we** shall have the right to impose additional terms, conditions and exclusions and charge a suitable additional premium which shall be paid by **you** if required.

## 4. Security of unoccupied property

It is a condition precedent to **our** liability that in respect of any property that becomes **unoccupied** for more than 30 consecutive days

- a) the gas, electricity (other than power required for an intruder or fire alarm system) and water supplies are turned off at the mains and all water pipes, apparatus and tanks are drained down other than mains services which are needed to maintain any sprinkler installation in full working order and in these circumstances heating must be maintained in the property at a minimum temperature of 10 degrees centigrade.
- b) all devices for preventing access to the buildings are in full and effective operation at all times.
- c) the **premises** and yards are clear of all waste materials and redundant contents.
- d) all accessible windows and doors are securely boarded over.
- e) the letter box is permanently sealed shut or a non combustible receptacle is permanently fixed to the letter box.
- f) the **premises** are inspected at least once a week and a log kept by a responsible person to ensure that there is no deterioration in the fabric of the building and that compliance with conditions a) - e) continues.

## 5. Alteration

This policy shall be avoided if

- a) any alteration after the commencement of this insurance increases the risk of injury, **damage** or liability; or
  - b) **your** interest ceases except by will or operation of law
- unless **we** agree in writing to continue the policy.

## 6. Average

Wherever a sum insured is stated to be subject to average, if at the time of any **damage** such sum insured on any item of the property insured is less than the total value of such property, **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

## 7. Cancellation

**We** can cancel this insurance by giving **you** fourteen (14) days' notice in writing. **we** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that we can no longer provide you with insurance cover;
- non-cooperation or failure to supply any information or documentation we request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium, subject to a deduction for any commission paid to **your** insurance broker. If we have paid any claim, or part of any claim, or a payment is pending to **you** in respect of a claim then no refund of premium will be allowed.

# General conditions

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## 8. Index linking

*(Applies only to section 1 – Property damage and section 2 - Business interruption)*

### Renewal

Where the schedule states that index linking applies, **we** will adjust the amounts insured to take into account movements in the appropriate index shown below.

#### *Building and tenants improvements items*

The General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors.

#### *Other items*

The Producer Price Index for Home Sales of Manufactured Products issued by the Department for Trade and Industry.

### Claims

For claims settlement purposes (except under section 2 - Business interruption) the adjustments set out above will continue during the **period of insurance** and the period of repair, replacement or reinstatement as long as the work is carried out and completed without undue delay.

NOTE: *If either of the above indices is not available **we** may select a suitable alternative.*

## 9. Maximum sums payable

**We** may at any time at **our** sole discretion pay to **you** the maximum sum payable under this policy or any lesser sums for which any claim or claims can be settled. If **we** do this, **we** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, provided that in the event of a claim such 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 **you** or on **your** behalf in settlement of the claim or claims..

## 10. Excess

**We** shall not be liable for the amount of the **excess** stated in the schedule in respect of each and every loss calculated after the application of all other terms and conditions of this policy.

## 11. Identification

The policy, schedule, certificates and appendices shall be read together as one contract. Any word or expression to which a specific meaning has been given in any part of the policy, schedule or sections shall have the same meaning wherever it appears unless **we** state otherwise.

## 12. Adjustment of premium

If the premium has been calculated on estimates given by **you**, **you** must keep an accurate record of all relevant particulars which shall be available to **us** for inspection.

Within a reasonable time after the end of each **period of insurance**, **you** shall supply to **us** an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or returned to **you**.

If **you** do not supply such a statement within a reasonable time after the end of the **period of insurance**, **we** shall be entitled to charge an additional premium in respect of that **period of insurance**.

## 13. Instalments

If **you** are paying the premium through a loan taken out with a finance house and **we** cancel the policy due to non-payment of an instalment or any other reason, any refund of premium will be made directly to the finance house.

In the event of a default, the cancellation will be effective from the day the finance house advises **us** of the default.

## 14. Contract (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contract (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.

## 15. Choice of law

There is a choice of law which can apply to this policy but the pre-contractual offer by **us**, subsequent acceptance by **you** and the contract itself have been made on the basis of English law and this can only be amended with the express written agreement of both parties to the contract.

## 16. Law interpretation

The proper law for the interpretation of the construction and language of this policy is English law and the courts of England and Wales alone shall have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

## 17. Tax

**You** will pay any tax due on the premium in accordance with current legislation.

# Claims conditions

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1. If any claim is in any respect fraudulent or if **you** or anyone acting on **your** behalf use any fraudulent means to obtain any benefit under this policy or deliberately cause **damage** all benefit under this policy shall be forfeited.
2. If **you** wish to intimate a claim under the terms of this policy the following conditions precedent to our liability will apply:
  - a) it is a condition precedent that **you** give notice in writing without delay of anything which may give rise to any claim being made against **you** and for which there may be liability under this policy. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full. Details of how to give this notice are given on page 8.
  - b) It is a condition precedent that **you** give notice in writing without delay when any claim is actually made against **you** (whether written or oral) and for which there may be liability under this policy. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full. Details of how to report a claim are given on page 8.
  - c) It is a condition precedent that **you** advise **us** in writing without delay if at any time **you** know of any impending prosecution, inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full. Details of how to give this notice are given on page 8.
  - d) It is a condition precedent that **you** shall without delay provide **us** with such particulars and information as **we** may require in relation to any occurrence or claim notified to **us**, and shall forward to **us**, without delay on receipt, every letter, claim form, writ, summons, process, or any other legal papers. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.
3. **We** will not pay any claim under this policy unless **you** have complied with the terms of condition 2.
4. If **we** choose or are required to reinstate or replace any property, **you** shall at **your** own expense give **us** all such plans, documents, books and information as **we** may 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 pay out more than the sum insured on any item.
5.
  - a) In the event of any **damage** for which a claim is or may be made under this policy, **we** and any person authorised by **us** may without incurring any liability or diminishing **our** right to rely upon any conditions of this policy enter, take or keep possession of the building or **premises** where the **damage** has happened and any property insured under this policy.  
If **you** or anyone acting on **your** behalf does not comply with **our** requirements or hinders or obstructs **us** in doing any of the above then all benefit under this policy shall be forfeited. **You** shall not in any case be entitled to abandon any property to **us** whether **we** take possession of it or not.
  - b) **You** or anyone acting on **your** behalf must not make any admission, offer, promise or payment without **our** written consent. **We** have the right to take over and conduct in **your** name the defence or settlement of any claim or to prosecute any claim in **your** name for **our** own benefit and **we** shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
  - c) **You** shall give all such assistance as **we** may require.
6. Any claimant under this policy shall at **our** request and expense do and allow all such acts and things as **we** may reasonably require for the purpose of enforcing any rights and remedies **we** may have of obtaining recovery or indemnity from third parties, irrespective of whether **we** require this before or after **we** indemnify **you**.
7. **You** must send **us** unanswered every letter, claim, writ, summons and process in connection with the incident immediately on receipt. **You** shall also give **us** written notice immediately **you** know of any prosecution or inquest in connection with any occurrence which may give rise to a claim under this policy.
8. If at the time of any claim there is any other insurance covering **your** interest in the property damaged or the same legal liability, **our** liability under this policy shall be limited to its rateable proportion of such claim.  
If the other insurance is subject to any condition of average this policy, if not already subject to any condition of average, shall be subject to average in the same way.  
If any other insurance effected by **you** or on **your** behalf covers any of the property insured but is subject to any provision which excludes it from ranking concurrently with this policy either in whole or in part or from contributing rateably to the **damage**, **our** liability under this policy shall be limited to such proportion of the **damage** as the sum insured bears to the value of the property.
9. *Not applicable to section 3 – Property owners’ liability*  
If any difference as to the amount to be paid under this policy (liability being otherwise admitted) arises, it may be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is referred to arbitration the making of any award shall be a condition precedent to any right of action against **us**.

# General Exclusions

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This policy does not cover the following.

1. The failure of any computer system, whether or not **your** property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any computer system relating to date or time compliance.
2. Any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.
3. Any liability assumed by **you** under any express warranty, agreement or guarantee unless such liability would have attached to **you** irrespective of such express warranty or guarantee.
4. Death, disablement or **damage** to any property whatsoever, any loss or expense whatsoever resulting or arising therefrom, any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components; or
  - c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
5. *Not applicable to section 3 – Property owners’ liability*  
**Damage** directly or indirectly caused by or arising out of terrorism. This exclusion also excludes loss, damage, costs or expenses of whatsoever nature directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.  
If **we** allege that by reason of this exclusion any loss, **damage** or expense is not indemnified by this insurance, the burden of proving to the contrary shall be upon **you**.
6. *Not applicable to section 3 – Property owners’ liability.*  
**Damage** directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
7. *Not applicable to section 3 – Property owners’ liability*  
The following items unless specifically mentioned.
  - a) **Money**, jewellery, precious stones, precious metals (except where parts of machinery or tools) bullion, bonds, furs, curiosities, rare books or works of art.
  - b) Goods held in trust or on commission, documents, manuscripts, business books, computer systems, records, explosives, video tapes or cassettes for sale or hire.
  - c) Property in transit.
  - d) Patterns, models, moulds, plans and designs.
8. **Damage** or consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.
9. *Not applicable to section 3 – Property owners’ liability*  
Any liability caused by or arising out of **pollution**.

# Section 1- Property Damage

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## Definitions

The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

## Buildings

(Applies also to Section 2 - Business interruption)

- a) Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise stated in the schedule).
- b) Landlords' fixtures and fittings (including fixed glass and fitted carpets) and tenants' improvements for which the landlord is responsible in on or around the buildings.
- c) Furnishings and other contents of common parts of the buildings including seasonal items introduced to shopping centres.
- d) Gangways, pedestrian malls and pedestrian access bridges.
- e) Small outside buildings, extensions, annexes, gangways.
- f) Walls, gates and fences, yards, car parks, roads, pathways and loading bays.
- g) **Services.**
- h) Roads, pavements, car parks and hardstanding.
- i) Landscaping excluding trees, shrubs, plants, turf and external ponds and lakes but including garden furniture, ornaments and statues.
- j) Patios, terraces, footpaths, swimming pools, tennis courts and drives.
- k) **Landlords' contents** up to a limit of 25,000 GBP unless specifically insured on the schedule.

## Property insured

**Buildings, landlords' contents**, all other contents and other property at the **premises** (subject to any specific exclusions) all as defined below or more fully described in the schedule and all belonging to **you** or for which **you** are responsible but excluding

- 1. property which is more specifically insured.
- 2. unless specifically notified to and accepted by **us** as insured
  - a) land, piers, jetties, bridges, culverts or excavations; and
  - b) livestock, growing crops or trees unless they form part of all other property.

## Landlord's contents

Furniture, furnishings, building management systems, security equipment and other similar property or property for which **you** are responsible all whilst contained in or on the **buildings**.

## Services

Telephone, gas, electricity, water mains, drains and sewers, electrical instruments, meters, piping, cabling and the accessories thereto providing services to or from the **buildings** and for which **you** are responsible.

## Insuring clause

**We** will at **our** option pay for, repair or reinstate any **property insured** that sustains **damage** at the **premises** directly caused by any of the covers listed below provided they are shown as applying in the schedule.

**Our** liability in any one **period of insurance** shall not exceed

- 1. the total sum insured;
- 2. in respect of any item its sum insured; or
- 3. any other stated limit of liability.

## Covers

- 1. **Fire, lightning and explosion** but not **damage** caused by
  - i) earthquake, subterranean fire, riot, civil commotion.
  - ii) its undergoing any heat process or any process involving the application of heat.
  - iii) explosion of non – domestic steam pressure machinery or equipment under **your** control.
- 2. **Aircraft** or other aerial devices or articles dropped from them but not **damage** caused by
  - i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
  - ii) fire.

# Section 1- Property Damage

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3. **Riot, civil commotion, strikers, locked out workers** or persons taking part in labour disturbances or **malicious persons** but not **damage** arising from
  - i) confiscation, requisition or destruction by order of the government or any public authority.
  - ii) stopping work.
  - iii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
  - iv) theft or attempted theft directly caused by malicious persons to any **building** which is **unoccupied** for more than 30 consecutive days.
  - v) **damage** caused by tenants.
4. **Earthquake or subterranean fire.**
5. **Storm but not damage**
  - i) caused by lightning, frost, subsidence, ground heave or landslip.
  - ii) in respect of movable property in the open, fences and gates.
6. **Flood but not damage**
  - i) attributable solely to change in the water table level.
  - ii) caused by lightning, frost, subsidence, ground heave or landslip.
  - iii) in respect of movable property in the open, fences and gates.
7. **Escape of water or oil** from any tank apparatus or pipe but not **damage**
  - i) by water discharged or leaking from any automatic sprinkler installation.
  - ii) in respect of any **building** which is **unoccupied** for more than 30 consecutive days.
8. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not **damage** caused by
  - i) freezing whilst the **building** is **unoccupied** for more than 30 consecutive days.
  - ii) explosion, earthquake, subterranean fire or heat caused by fire.
9. **Impact** by any road or rail vehicle or animal.
10. **Accidental damage** but not
  - i) **damage** caused by
    - a) any of the covers specified above.
    - b) the causes expressly excluded from the covers specified above whether or not insured.
    - c) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
    - d) faulty or defective workmanship, operational error or omission on the part of **you** or any **employee** but this shall not include subsequent **damage** which itself results from a cause not otherwise excluded.
    - e) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
    - f) change in temperature, colour, flavour, texture or finish.
    - g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services.
    - h) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
    - i) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude subsequent **damage** so long as it is not excluded above.
    - j) **pollution** or contamination.
    - k) normal settlement or bedding down of new structures.
    - l) acts of fraud or dishonesty.
    - m) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
    - n) **damage to a building** or structure caused by its own collapse or cracking.
    - o) any process of production, packing, treatment, testing, commissioning, servicing or repair.
    - p) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.
  - ii) **damage to**
    - a) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
    - b) vehicles licensed for road use (including accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
    - c) property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy.
    - d) glass.
    - e) any **building** or structure caused by its own collapse or cracking.

## Section 1- Property Damage

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11. a) **Glass breakage** at the **premises** all being plain sheet or plain plate glass unless stated otherwise in the schedule including the cost of boarding up and any lettering and artwork.
- b) **Damage to**
- i) the contents of display windows;
  - ii) windows and doorframes, vitrolite, marble, marmarile and similar materials, intruder alarm foils and other detection devices and circuits;
  - iii) electric light fittings; or
  - iv) neon and illuminated signs
- as a direct result of **glass breakage** as defined under paragraph 11a) provided that **our** liability shall not exceed 2,500 GBP in total.
12. **Breakage of fixed sanitaryware** but not breakage or **damage**
- i) in vehicles, vending machines or to stock in trade.
  - ii) in any **building** which is **unoccupied** for more than 30 consecutive days.
  - iii) in transit or while being fitted.
  - iv) due to settlement, expansion or contraction of frames or fittings in **buildings** under construction and during a period of six months after the date of completion.
  - v) existing before the start of the **period of insurance**.
  - vi) of neon and illuminated signs and electric light fittings.
  - vii) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
  - viii) of bulbs or tubes unless the signs or fittings are also damaged.
  - ix) caused by fire or explosion.
13. **Theft or attempted theft** but not **damage**
- i) which does not involve
    - a) entry to or exit from a **building** by forcible and violent means; or
    - b) actual or threatened assault or violence.
  - ii) from any part of the **building** not occupied by **you** for the purpose of the **business**.
  - iii) from the open or from any outbuilding not communicating with the main **building** unless otherwise specified.
  - iv) to property in transit.
  - v) to **money** and securities of any description.
14. **Subsidence, ground heave or landslip** of any part of the site on which the property stands but not **damage**
- i) to yards, carparks, roads, pavements, walls, gates and fences unless also affecting the structure of a **building**.
  - ii) caused by
    - a) normal settlement or bedding down of new structures.
    - b) settlement or movement of made up ground.
    - c) coastal or river erosion.
    - d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.
  - iii) which originated before the inception of this cover.
  - iv) resulting from
    - a) demolition, construction, structural alteration or repair of any property; or
    - b) groundwork or excavationat the same **premises**.
- Special condition to cover 14**
- a) **You** must notify **us** immediately **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
  - b) **We** shall then have the right to vary the terms or cancel this cover.

### Excess

An **excess** applies to the covers under this section as shown in the schedule.

# Section 1- Property Damage

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## Extensions of cover

1. **Additional metered water or gas charges**

We will pay for costs incurred by **you** as a result of **damage** except those in respect of any loss which has not been discovered and remedial action taken within 30 days of occurrence of the **damage**.  
We will not pay more than 25,000 GBP any one claim.
2. **Additional sprinkler costs**

We will pay for the costs incurred in upgrading an automatic sprinkler installation to the current Loss Prevention Council (LPC) Rules solely as imposed upon **you** by **us** following **damage** to the **buildings** provided that at the time of **damage** the installation conformed

  - a) to the 28th or 29th Edition Rules; or
  - b) to the LPC Rules current at the time of installation but did not conform to subsequent amendments to those rules.
3. **Additions**

The insurance extends to include alterations, additions and improvements to **buildings** anywhere in the United Kingdom to the extent that they are not insured elsewhere subject to the following.

  - a) Cover under this extension in any one situation is limited to the value of the alterations, additions or improvements but not exceeding 10% of the sum insured on **buildings** or 2,000,000 GBP whichever is the lesser.
  - b) **You** must pay the appropriate additional premium from the date on which the items become **your** responsibility.
4. **Automatic reinstatement after a loss**

Unless **we** advise **you** to the contrary, **our** liability shall not be reduced by the amount of any loss as long as

  - a) **you** pay the appropriate additional premium for reinstatement of cover; and
  - b) **you** carry out any reasonable recommendations **we** put forward to prevent further loss.

If the **damage** is by theft (if insured) automatic reinstatement shall apply once in each **period of insurance**.
5. **Clearing of drains**

We will pay for costs and expenses necessarily incurred in clearing, cleaning and repairing drains, gutters, sewers and the like at **your premises** and in the immediate vicinity for which **you** are responsible in consequence of **damage**.  
We will not pay more than the sum insured.
6. **Contract works**

We will pay for contract works to the extent to which **you** have contracted to arrange cover subject to a limit of 100,000 GBP any one claim at any **premises** and excluding the first 250 GBP or each and every loss. This insurance shall only apply in so far as the contract works are not otherwise insured.
7. **Contracting purchaser's interest**

If at the time of **damage**, **you** have contracted to sell **your** interest in any **building** insured and the purchase has not been but will be completed, the purchaser on completion shall be entitled to benefit under this policy without prejudice to the rights and liabilities of **you** or **us** from the date of the **damage** until completion as long as the purchaser has not otherwise insured the **building** against such **damage**.
8. **Contractor's interest**

Where **you** are required to effect insurance on the **buildings** in the joint names of **yourselves** and the contractor under the terms of a contract condition, then the interest of the contractor in the **buildings** as a joint insured is noted, subject to details of any single contract valued in excess of 100,000 GBP having been advised to **us** before work commences and an additional premium being paid as appropriate.
9. **Debris removal**

We will pay for costs and expenses **you** necessarily incur with **our** consent for

  - a) removing debris from,
  - b) dismantling and/or demolishing,
  - c) shoring or propping up of
  - d) clearing, cleaning or repairing **services** to

those parts of the **property insured** damaged by any cover insured.  
We will not pay

  - i) more than the sum insured for each item.
  - ii) for any costs or expenses
    - a) incurred in removing debris except from the site of property damaged and the area immediately adjacent to it;
    - b) arising from **pollution** or contamination of property not insured by this policy; or
    - c) in respect of **damage** which occurred before the granting of cover under this insurance.

# Section 1- Property Damage

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**10. Designation of property**

For the purpose of determining the heading under which any property is insured, **we** agree to accept the designation under which such property has been entered in **your** books.

**11. European Union and public authorities' requirements**

**We** will pay for the additional cost of rebuilding or repair as may be incurred with **our** consent in complying with any regulations or requirements of the European Union, public authority or other statutory requirements first imposed upon **you** following the **damage**. However, **we** shall not be liable in respect of any rate, tax, duty, development or other charge or assessment which may arise out of any capital appreciation as a result of complying with any of the requirements referred to in this extension.

**12. Failure of third party insurances**

(applicable to **buildings** and rent of the **buildings**).

**We** will pay for **damage to buildings** or loss of rent in accordance with the terms, conditions, exclusions, provisions and definitions of this policy at the premises defined below, but only to the extent that the lessee or freeholder is unable to recover such amount, equivalent to that which could be payable under this policy if the lessee or freeholder were the insured, as a result of

- a) the lessee or freeholder having failed to arrange or maintain insurance to comply with the terms of the lease; or
- b) the lessee or freeholder having failed to insure for an adequate amount whether the amount insured had been approved by **you** or not

but excluding any payments in respect of **damage** or loss of rent that **you** recover from any other party.

**We** will not pay more than 500,000 GBP any one premises.

No amount will be recoverable

- i) due to the operation of any excess or deductible under any more specific insurance;
- ii) where the lessee or freeholder's policy fails due to the breach of any condition or warranty contained within their policy as a result of **your** action;
- iii) due to the failure of the lessee or freeholder to make or pursue a legitimate insurance claim; or
- iv) unless **you** carry out at least annually a check of all properties owned or leased by **you** and for which **you** are responsible to ensure that effective insurance is in force for such properties.

For the purpose of this clause, "premises" is defined as all **your** properties anywhere in the United Kingdom which are leased to or by **you** but not specifically insured or referred to elsewhere under this policy and where the lessee or freeholder is responsible for arranging insurance under the terms of a lease with **you**.

**Special conditions**

- A. **We** will not pay for rent unless the **building** to which the rent relates is damaged so as to be rendered unfit for occupation and then only for such proportion of the rent payable as may be equivalent to the period necessary for reinstating the **damage** sustained but not exceeding 36 months.
- B. This clause will only take effect if **we** are the sole provider of **buildings** insurance in respect of **your** properties owned in connection with the **business** and where **you** have an obligation to arrange such insurance.

**13. Fire extinguishing expenses**

**We** will pay for the reasonable costs incurred by **you**

- a) for refilling fire-extinguishing appliances and replacing any used sprinkler heads solely in consequence of **damage**.
- b) in extinguishing operations in order to minimise loss.
- c) for **damage** to lawns, trees, shrubs and gardens caused by extinguishing operations.

**14. Fire protection equipment**

**You** shall take all reasonable measures to ensure that

- a) any sprinkler or alarm installation or other fire protection equipment, for which a reduced premium rate is allowed, is maintained in efficient working order;
- b) the routine tests prescribed by **us** are carried out and any defects revealed by such tests are promptly remedied; and
- c) **our** written consent is obtained to any proposed changes, repairs or alterations to any sprinkler or alarm installation.

**15. Further investigation expenses**

Where a **building** has suffered **damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **damage** to portions of the same **building** which is not immediately apparent, **we** will pay for

- a) the reasonable costs incurred by **you** with **our** prior consent in establishing whether or not such **damage** has occurred.
- b) the reasonable costs incurred by **you** in establishing whether or not other **buildings** in the vicinity have suffered **damage** in the same incident but only if such **buildings** are subsequently found to have suffered such **damage** for which **we** are liable.

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

# Section 1- Property Damage

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**16. General interest clause**

The interests of freeholders, lessees, mortgagees or debenture holders in the property insured by this policy are noted in the insurance provided by the policy subject to their names being disclosed to **us** by **you** in the event of any claim arising.

**17. Index linking**

Where indicated in the schedule, the sum insured will be adjusted during the **period of insurance** in accordance with fluctuations in suitable indices of cost.

In the event of loss, the sum insured will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided that repair or reinstatement is carried out without unreasonable delay. The premium will remain unchanged during the **period of insurance** but at each renewal the premium will be calculated on the revised sum insured.

**18. Inflation provision (day one basis)**

a) Subject to the following special conditions, the basis upon which the claim will be settled for material **damage** will be the reinstatement of the property damaged.

For this purpose "reinstatement" means

- i) the rebuilding or replacement of property lost or destroyed which, provided **our** liability is not increased, may be carried out in any manner suitable to **you or** on another site; or
  - ii) the repair or restoration of property damaged
- in either case to a condition equal to but not better or more extensive than its condition when new.

b) The premium has been calculated according to the declared value which **you** gave to **us**.

"Declared value" means **your** assessment of the cost of reinstatement of the **property insured** arrived at in accordance with paragraph a i) at the level of costs applying at the inception of the **period of insurance**. **You** should ignore any inflationary factors which may operate subsequently. **You** should also make an allowance for

- i) the additional cost of reinstatement to comply with public authority requirements;
- ii) professional fees; and
- iii) debris removal costs.

**Special conditions**

1. **You** will notify **us** of the declared value of the **property insured** for each item at the beginning of each **period of insurance**. In the absence of the declaration, the last amount declared by **you** will 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 is less than the cost of reinstatement (as defined in paragraph b) above) at the inception of the **period of insurance**, then **our** liability for the **damage** shall not exceed that proportion of the amount of the **damage** which the declared value bears to the cost of reinstatement.
3. **Our** liability for the reinstatement of property partly damaged shall 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 clause shall be made
  - a) unless reinstatement commences and proceeds as quickly as possible;
  - b) until the cost of reinstatement shall have been actually incurred; or
  - c) if the **property insured** at the time of its **damage** shall be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement.
5. All the other terms and conditions of the policy shall apply
  - a) in respect of any claim payable under this clause unless they are varied.
  - b) where claims are payable as if this clause had not been incorporated except that the sum insured shall be limited to the percentage of the declared value stated in the schedule.

# Section 1- Property Damage

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## 19. Landscaping

**We** will pay for costs and expenses incurred with **our** consent in making good landscaped gardens or grounds at the **premises** damaged by any cover insured but excluding

- i) the cost of movement of soil other than as necessary for surface preparation.
- ii) the failure of trees, shrubs or turf to become established following replanting.
- iii) the failure of seeds to germinate.

**We** shall not be liable for the first 1,000 GBP or the amount of the **excess** stated in the schedule whichever is the greater in respect of each and every loss arising from **damage** caused by storm, flood or malicious persons (other than by fire or explosion) not acting on behalf of or in connection with any political organisation.

**We** will not pay more than 25,000 GBP or 10% of the sum insured by the relevant item (whichever is the lesser) any one claim.

## 20. Loss minimisation and prevention expenditure

**We** will pay for costs and expenses incurred by **you** with **our** consent for the sole purpose of avoiding or diminishing the amount of a loss following **damage** which but for that expenditure would have occurred.

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

## 21. Loss of market value

If

- a) **you** choose not to repair or rebuild, **we** will pay to **you** the reduction in market value of the **buildings** immediately following **damage** but not exceeding the amount that would have been payable had the **buildings** been repaired or rebuilt.
- b) as a result of **damage**, **you** are required to rebuild or reinstate the **buildings** in a manner different from that immediately before **damage** solely to comply with any regulations or requirements of the European Union, public authority or other statutory requirements (as shown under extension 11 and as a result there is reduction in market value, **we** agree to pay
  - i) the cost of repairing or reinstating the **buildings**; and
  - ii) a cash settlement representing the reduction in market valueso that the total payment made is no greater than the amount that would have been payable had the **buildings** been repaired or reinstated in an identical manner to their condition immediately before the **damage**.

The above are subject to the following.

- i) The total amount recoverable under any item of the policy shall not exceed its sum insured; and
- ii) all other terms and conditions of the policy shall apply as if they had been incorporated in this clause.

## 22. Mortgagees and lessors

Any increase in the risk of **damage** resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any **buildings** insured by this policy will not prejudice the interest of any mortgagee, freeholder or lessor provided that

- a) such increase in risk is without their prior knowledge or authority;
- b) **we** are notified immediately they become aware of such increase in risk; and
- c) **you** pay any additional premium required.

## 23. Non-invalidation

This insurance shall not be invalidated by any act, omission or alteration whereby the risk of **damage** is increased unknown to or beyond **your** control provided that immediately **you** become aware of it **you** tell **us** and pay any additional premium required.

## 24. Other interests

The interest of various lessees, freeholders, mortgagees or debenture holders in the **property insured** are noted at **your** request. **You** undertake to declare the names, nature and extent of such interests at the time of **damage**.

## 25. Privity of contract

**We** will pay for all such sums as **you** become legally liable to pay and will pay as indemnity to any tenant in respect of the repair or reinstatement of **premises** previously owned but which are no longer **your** property and where the current owner has failed to maintain adequate insurance cover, subject to the special conditions stated below.

### Special conditions

- a) The insurance by this clause will not contribute in respect of any more particular insurance effected by the new owner, tenants or sub-tenants.
- b) **You** will take all reasonable and appropriate steps to obtain release from **your** liabilities under the covenants to insure such property on its disposal.

# Section 1- Property Damage

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- 26. Professional fees**  
The sum insured for each item on **buildings** and **landlord's contents** includes an amount for professional fees necessarily and reasonably incurred in the reinstatement of the **property insured** but not for preparing any claim.
- 27. Reinstatement to match**  
Where a **building** has suffered **damage**, **you** may replace, repair or restore the property with equivalent property which employs current technology and replacement, repair or restoration shall not for the purposes of this policy be regarded as being better or more extensive than when new.  
This policy further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced, repaired or restored, provided that **our** total liability is not increased beyond the amount that would otherwise have been payable for the replacement, repair or restoration of the property destroyed or damaged in its original form.  
When the **buildings** are damaged or destroyed in part only, **our** liability shall not exceed the sum representing the cost which **we** could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- 28. Replacement locks**  
**We** will pay for the reasonable expenses necessarily incurred in replacing locks to the **buildings** or safes or strongrooms in them for which **you** are responsible consequent on  
a) the theft of keys; and  
b) reasonable evidence that the keys have been duplicated by an unauthorised person.  
**We** will not pay more than 2,500 GBP any one claim.
- 29. Residential property**  
In the event of any **damage** resulting in  
a) a residential **building** or residential portion of any **building** being uninhabitable; or  
b) access being prevented to such property  
**we** will pay for rent receivable as defined in section 2 – Business interruption and the reasonable additional cost of comparable accommodation incurred by the lessee or owner for any resident, including pets, who normally live in the **building** until the property is habitable or accessible.  
**We** will not pay more than 25% of the sum insured applicable to the residential **building** or residential portion of the **building** concerned in the aggregate during any one **period of insurance**.
- 30. Subrogation waiver**  
In the event of a claim arising under this policy, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against  
a) any company standing in relation of parent (subsidiary to parent) to **you** as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**; or  
b) any company which is a subsidiary of a parent company of which **you** are a subsidiary as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**.  
c) any tenant, lessee or managing agent in respect of **damage** applicable to the **premises** unless such **damage** arises out of a criminal or malicious act of the tenant, lessee or managing agent.
- 31. Temporary removal**  
**We** will pay for **damage** to any landlords' fixtures and fittings or other property within the definition of **buildings** not otherwise insured whilst temporarily at other premises for cleaning, renovation or repair or other similar purposes and whilst in transit by road, rail or inland waterway.  
**We** will not pay more than 25,000 GBP for any one claim.
- 32. Trace and access**  
In the event of **damage** resulting from escape of water or oil as covered by this policy, **we** will pay for the costs necessarily and reasonably incurred in locating the source of such **damage**.  
**We** will not pay more than 2,500 GBP any one claim.
- 33. Tree removal**  
**We** will pay for costs and expenses incurred in removing fallen trees and branches from the **premises** resulting from any of the covers insured under this policy.  
**We** will not pay more than 500 GBP any one claim or 2,500 GBP in the aggregate during any one **period of insurance**.
- 34. Value Added Tax (VAT)**  
The insurance by each item on **buildings** extends to include Value Added Tax paid by **you** which is not subsequently recoverable subject to the following.  
a) i) **Your** liability for such tax arises solely as a result of the reinstatement or repair of the **buildings** to which such item relates following **damage**.  
ii) **We** have paid or agreed to pay for the **damage**.

# Section 1- Property Damage

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- iii) If payment made by **us** in respect of reinstatement or repair of such **damage** is less than the actual cost of reinstatement or repair, any payment under this provision resulting from the **damage** shall be reduced in like proportion.
- iv) An allowance has been made in the sum insured for Value Added Tax where necessary, it being understood that **you** will still be entitled to indemnity if such allowance has inadvertently not been made.
- b) **Your** liability for such tax does not arise from the replacement **buildings** having greater floor area than or being better or more extensive than the destroyed or damaged **buildings**.
- c) Where an option to reinstate on another site is exercised, **we** will not pay more than the amount of tax that would have been payable had the **buildings** been rebuilt on their original site.
- d) **We** will not pay for amounts payable by **you** as penalties or interest for non-payment or late payment of tax. For the purpose of paragraph c), rebuilding costs shall be exclusive of Value Added Tax. **Our** liability may exceed the sum insured by an item or in the whole the total sum insured where such excess is solely in respect of Value Added Tax.

## 35. Workmen

Workmen may be employed for repairs and minor structural alterations in any of the **buildings** without prejudice to the insurance.

## Special provisions

### 1. Rebuilding on another site

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

### 2. Delays in rebuilding

**We** shall not be liable for increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with any regulations or requirements of the European Union, public authority or other statutory requirements unless such delays are wholly outside **your** control.

### 3. Our option to rebuild

**We** may at **our** option rebuild or restore the **buildings** destroyed or portions damaged but without being bound to rebuild or restore the property exactly or completely and only as circumstances permit and in reasonably sufficient manner. **You** shall at **your** own expense produce and give to **us** all such plans, documents, books and information as **we** may reasonably require.

### 4. Condition of average (underinsurance)

The sum insured by each item of this section (other than those applying solely to fees, removal of debris or private dwelling houses) is declared to be separately subject to average.

If, at the time **damage** occurs, the total of the declared value by all **buildings** insured is less than the insurable amount then the amount otherwise payable shall be proportionately reduced.

- a) Declared value shall mean the base value shown in the schedule excluding any provision for inflation but if the loss is settled under the Inflation provision (Day 1) clause, the declared value shall be 130% of the base value.
- b) The insurable amount shall be the total of the Day one rebuilding value of all **buildings** insured.
- c) Day one rebuilding value shall mean the total cost of reinstating the **buildings** insured to a condition substantially the same as when new at the level of costs applying at the beginning of the **period of insurance** in which the **damage** occurred.

### 5. Seventy two hour provision

In respect of covers 5 - Storm, 6 - Flood, 7 - Escape of water or oil and 8 - Accidental escape of water from a sprinkler installation only, **damage** occurring continuously or intermittently during any period of seventy two hours shall be deemed to constitute one loss at each separate **premises** for the purpose of the application of the **excess**.

# Section 1- Property Damage

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## Supplementary conditions

### 1. Security requirements

The following security precautions apply in respect of **buildings** occupied by **you**, for which the security is the direct responsibility of **you** or **your** agents or in respect of any empty or disused **buildings** of which **we** have been notified.

- a) Any additional protection required by **us** shall be fitted in accordance with **our** requirements and, together with all other devices for the protection of the **property insured**, shall be kept in good order and put into full and effective operation whenever the **premises** are closed for business or are left unattended.
- b) All keys, including duplicate keys, relative to the security of a portion of the **premises** or to any safe or strong room containing **property insured** shall be removed from that portion of the **premises** whenever they are closed for business or left unattended.

### 2. Reinstatement

Subject to the following special conditions, the basis upon which the amount payable in respect of **buildings** and **landlords' contents** is to be calculated shall be the reinstatement of the property lost, destroyed or damaged.

For this purpose "reinstatement" means

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

#### Special conditions

- a) **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- b) No payment beyond the amount which would have been payable in the absence of this condition shall be made
  - i) unless reinstatement commences and proceeds without unreasonable delay;
  - ii) until the cost of reinstatement shall have been actually incurred; or
  - iii) if the **property insured** at the time of its **damage** shall be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement.
- c) All other terms and conditions of the policy shall apply
  - i) in respect of any claim payable under the provisions of this condition; or
  - ii) where claims are payable as if this condition had not been incorporated.
- d) If, at the time of reinstatement, the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this condition exceeds its sum insured at the commencement of any **damage**, **our** liability shall not exceed that proportion of the amount of the **damage** which said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

Paragraph d) above does not apply to **buildings** and contents indicated in the schedule to be indexed linked.

## Section 2 – Business interruption

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### Definitions

The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

#### Note 1

To the extent that **you** are 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 for current cost accounting shall be disregarded.

### Buildings

See Property damage section for definition.

### Consequential loss

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of **damage** to property used by **you** at the **premises** for the purpose of the **business**.

### Incident

**Damage** to property used by **you** at the **premises** for the purpose of the **business**.

### Indemnity period

The period beginning with the occurrence of the **incident** and ending not later than the **maximum indemnity period** thereafter during which the results of the **business** shall be affected in consequence of the **incident**.

### Maximum indemnity period

As stated in the schedule.

### Rent receivable

The **money** paid or payable to **you** for accommodation and services provided in course of the **business** at the **premises**.

### Unoccupied

Any **building** or part of any **building** that has not been lived in continuously or in use by **you** or any authorised person.

## Insuring clause

If any **building** or other property used by **you** at the **premises** for the purpose of the **business** suffers **damage** by any of the covers specified in the schedule and there is a **consequential loss**, **we** will pay **you** in respect of each item in the schedule the amount of the loss provided that

1. at the time of the happening of the **damage** there is in force an insurance covering **your** interest in the property at the **premises** against such **damage** and that
  - a) payment has been made or liability admitted; or
  - b) payment would have been made or liability admitted but for the operation of a clause in such insurance excluding liability for losses below a specified amount.
2. **our** liability under this section shall not exceed
  - a) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the schedule at the time of the **damage**.
  - b) the sum insured remaining after deduction for any other **consequential loss** occurring during the same **period of insurance** unless **we** have agreed to reinstate any such sum insured.

## Covers

1. **Fire, lightning and explosion** but not **consequential loss** caused by
  - i) earthquake, subterranean fire, riot, civil commotion.
  - ii) its undergoing any heat process or any process involving the application of heat.
  - iii) explosion of non – domestic steam pressure machinery or equipment under **your** control.
2. **Aircraft** or other aerial devices or articles dropped from them but not **consequential loss** caused by
  - i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
  - ii) fire.

## Section 2 – Business interruption

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3. **Riot, civil commotion, strikers, locked out workers** or persons taking part in labour disturbances or **malicious persons** but not **consequential loss** arising from
  - i) confiscation, requisition or destruction by order of the government or any public authority.
  - ii) stopping work.
  - iii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
  - iv) theft or attempted theft directly caused by malicious persons to any **building** which is **unoccupied** for more than 30 consecutive days..
  - v) **damage** caused by tenants.
4. **Earthquake** or **subterranean fire**.
5. **Storm** but not **consequential loss**
  - i) caused by lightning, frost, subsidence, ground heave or landslip.
  - ii) in respect of movable property in the open, fences and gates.
6. **Flood** but not **consequential loss**
  - i) attributable solely to change in the water table level.
  - ii) caused by lightning, frost, subsidence, ground heave or landslip.
  - iii) in respect of movable property in the open, fences and gates.
7. **Escape of water or oil** from any tank apparatus or pipe but not **consequential loss**
  - i) caused by water discharged or leaking from any automatic sprinkler installation.
  - ii) in respect of any **building** which is **unoccupied** for more than 30 consecutive days.
8. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not **consequential loss** caused by
  - i) freezing whilst the **building** is **unoccupied** for more than 30 consecutive days.
  - ii) explosion, earthquake, subterranean fire or heat caused by fire.
9. **Impact** by any road vehicle or animal.
10. **Accidental damage** but not **consequential loss** caused by
  - i) **consequential loss** caused by
    - a) any of the covers specified above.
    - b) the causes expressly excluded from the covers specified above whether or not insured.
    - c) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
    - d) faulty or defective workmanship, operational error or omission on the part of **you** or any **employee** but this shall not include subsequent **damage** which itself results from a cause not otherwise excluded.
    - e) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
    - f) change in temperature, colour, flavour, texture or finish.
    - g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.
    - h) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
    - i) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude **consequential loss** caused by subsequent **damage** so long as it is not excluded above.
    - j) **pollution** or contamination.
    - k) normal settlement or bedding down of new structures.
    - l) acts of fraud or dishonesty.
    - m) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
    - n) **damage** to a **building** or structure caused by its own collapse or cracking.
    - o) any process of production, packing, treatment, testing, commissioning, servicing or repair.
    - p) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.
  - ii) **consequential loss** in respect of
    - a) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
    - b) vehicles licensed for road use (including accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
    - c) property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy.
    - d) glass.
11. a) **Glass breakage** at the **premises** all being plain sheet or plain plate glass unless stated

## Section 2 – Business interruption

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- otherwise in the schedule including the cost of boarding up and any lettering and artwork.
- b) **Damage to**
- i) the contents of display windows;
  - ii) windows and doorframes, vitrolite, marble, marmerile and similar materials, intruder alarm foils and other detection devices and circuits;
  - iii) electric light fittings; or
  - iv) neon and illuminated signs
- as a direct result of **glass breakage** as described under paragraph 11 a) provided that **our** liability shall not exceed 2,500 GBP in total.
12. **Breakage of fixed sanitaryware** but not breakage or **consequential loss**
- i) in vehicles, vending machines or to stock in trade.
  - ii) in any **building** which is empty or not in use unless specifically agreed by **us**.
  - iii) in transit or while being fitted.
  - iv) due to settlement, expansion or contraction of frames or fittings in **buildings** under construction and during a period of six months after the date of completion.
  - v) existing before the start of the **period of insurance**.
  - vi) of neon and illuminated signs and electric light fittings.
  - vii) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
  - viii) of bulbs or tubes unless the signs or fittings are also damaged.
  - ix) caused by fire or explosion.
13. **Theft or attempted theft** but not **consequential loss**
- i) which does not involve
    - a) entry to or exit from a **building** by forcible and violent means; or
    - b) actual or threatened assault or violence.
  - ii) from any part of the **building** not occupied by **you** for the purpose of the **business**.
  - iii) from the open or from any outbuilding not communicating with the main **building** unless otherwise specified.
  - iv) to property in transit.
  - v) to **money** and securities of any description.
14. **Subsidence, ground heave or landslip** of any part of the site on which the property stands but not **consequential loss**
- i) to yards, carpark, roads, pavements, walls, gates and fences unless also affecting the structure of a **building**.
  - ii) caused by
    - a) normal settlement or bedding down of new structures.
    - b) settlement or movement of made up ground.
    - c) coastal or river erosion.
    - d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.
  - iii) which originated before the inception of this cover.
  - iv) resulting from
    - a) demolition, construction, structural alteration or repair of any property; or
    - b) groundwork or excavationat the same **premises**.
- Special condition applicable to cover 14**
- a) **You** must notify **us** immediately **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
  - b) **We** shall then have the right to vary the terms or cancel this cover.

## Section 2 – Business interruption

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### Extensions of cover

#### 1. Action of competent authorities

We will pay for loss resulting from interruption or interference with the **business** in consequence of action by the police or other competent local, civil or military authority following a danger or disturbance in the vicinity of the **premises** whereby access shall be prevented provided always that there will be no liability under this extension for loss resulting from interruption of the business during the first 12 hours of the **indemnity period**.

We will not pay

- i) more than 1,000,000 GBP; or
- ii) for more than 3 months **maximum indemnity period** under this extension.

#### 2. Additions

The insurance extends to include additional rent as a result of alterations, additions and improvements to **buildings** anywhere in the **United Kingdom** to the extent that they are not insured elsewhere subject to the following.

- a) Cover under this extension in any one situation is limited to the value of the anticipated amount of additional rent but not exceeding 10% of the sum insured on rent or 500,000 GBP whichever is the lesser.
- b) **You** must pay the appropriate additional premium from the date on which the items become **your** responsibility.

#### 3. Alternative trading

If during the **indemnity period** the **business** shall be conducted elsewhere than at the **premises**, the money paid or payable to **you** in respect of such other premises will be brought into account in arriving at the **rent receivable** during the **indemnity period**.

#### 4. Buildings awaiting sale

If, at the time of the **damage**, **you** have contracted to sell **your** interest in the **buildings** or have accepted an offer in writing to purchase **your** interest in the **buildings** subject to contract and the sale is cancelled or delayed solely in consequence of the **damage**, provided that **you** have made all reasonable efforts to complete the sale of the **buildings** as soon as practicable after the **damage**, **you** may opt for the amount payable by **us** to be as follows.

- a) Loss of rent, being the actual amount of the reduction in the **rent receivable** by **you** solely in consequence of the **damage**, during the period before the date upon which, but for the **damage**, the **buildings** would have been sold.
- b) Loss of interest during the period commencing with the date upon which, but for the **damage**, the **buildings** would have been sold and ending with the actual date of sale or with the expiry of the **indemnity period** if earlier. Loss of interest will be
  - i) the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the **business**;
  - ii) the investment interest lost to **you** on any balance of the sale proceeds (after deduction of any capital borrowed as provided under paragraph i) less any amount receivable in respect of rent.
- c) Additional expenditure, being
  - i) the expenditure necessarily and reasonably incurred in consequence of the **damage** solely to avoid or minimise the loss payable under paragraphs a) or b) immediately above but not exceeding the amount of loss avoided by such expenditure; and
  - ii) the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the **damage** but not exceeding either an amount equivalent to the expenditure incurred immediately before the **damage** or 50,000 GBP whichever is the lesser except
    - 1) the amount payable shall be adjusted to provide for any benefit derived by **you** from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by **you**.
    - 2) in the event of underinsurance the amount payable shall be adjusted in accordance with Special provision 4 below.

#### 5. Contingency rent

Where there is provision in the lease agreed between the landlord and tenant of the **buildings** for an abatement of rent in the event of any loss as described below, or where the **rent receivable** by the landlord is reduced as a direct consequence of the turnover of the lessee's business being reduced by any such loss, the insurance by the item on rent is extended to include the following.

##### A) Failure of utilities

Loss as insured caused by the failure of the supply of

- i) electricity at the terminal ends of the supply authority's service feeders at the **buildings**;
- ii) gas at the supply authority's meters at the **buildings**; or
- iii) water at the supply authority's main stop cock serving the **buildings**

by any accidental cause other than the deliberate act of any supply authority or by any such authority exercising its power to withhold or restrict supply or by drought.

## Section 2 – Business interruption

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**B) Notifiable disease, vermin, defective sanitary arrangements, murder and suicide**

Loss as insured caused by

- i) the closure of or restrictions placed on the whole or part of the **buildings** by order of a competent public authority as a direct result of
  - a) any occurrence of notifiable disease (as defined below) at the **buildings** or attributable to food or drink supplied from the **buildings**.
  - b) any discovery of an organism at the **buildings** likely to result in the occurrence of a notifiable disease (as defined below) at the **buildings**.
- ii) the discovery of vermin or pests at the **buildings** which causes restrictions on the use of the **buildings** on the order or advice of a competent public authority.
- iii) any accident causing defects in the drains or other sanitary arrangements at the **buildings** which causes restrictions on the use of the **buildings** on the order or advice of a competent public authority.
- iv) any occurrence of murder or suicide at the **buildings**.

**Definition**

Notifiable disease shall mean injury or illness sustained by any person resulting from

- a) food or drink poisoning; or
- b) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the competent public authority has stipulated shall be notified to them.

For the purpose of this clause the **indemnity period** shall commence

- a) in the case of paragraphs i) and iv) above with the occurrence or discovery of the **incident**.
- b) in the case of paragraphs ii) and iii) above with the date from which the restrictions on the **buildings** are applied.
- c) the **maximum indemnity period** any one claim is restricted to 3 months.

**We** shall not be liable under this clause for

- i) any costs incurred in the cleaning, repair, replacement recall or checking of property.
- ii) loss arising at **buildings** which are not directly subject to the occurrence or accident.
- iii) more than 250,000 GBP any one occurrence.

**6. Cost of reletting**

**We** will pay for the costs necessarily and reasonably incurred with **our** consent during the **indemnity period** in reletting the **buildings** (including legal fees in connection with the reletting) solely in consequence of the **incident**.

**7. Increased cost of working**

The insurance under this item is limited to increased cost of working and the amount payable as indemnity will be the increased expenditure reasonably incurred by **you** during the **indemnity period** in order to minimise any interruption of or interference with the **business** in consequence of the **incident**.

**We** will not be liable for

- i) more than one third of the sum insured in respect of such additional expenditure arising in the first quarter of the **maximum indemnity period** following the date of the **incident**; or
- ii) more than an equal proportion of the balance of the sum insured per month in respect of the additional expenditure in the remainder of the **maximum indemnity period**.

**8. Legionellosis**

**We** will pay for loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of any outbreak of legionellosis at the **premises** causing restrictions on their use on the order or advice of the competent local authority subject to the following.

- a) **Premises** shall mean only those **premises** which are stated in the schedule to be insured and which are directly affected by the **incident**.
- b) **Indemnity period** shall mean the period during which the results of the **business** shall be affected in consequence of the occurrence or discovery, beginning with the date from which the restrictions on the **premises** are applied and ending not later than the **maximum indemnity period** thereafter.

**We** will not pay

- i) for any costs incurred in cleaning, repair, replacement or checking of property except those costs and expenses necessarily incurred with **our** consent in cleaning and decontamination of the air-conditioning or water supply equipment at the **premises**, the use of which has been restricted on the order or advice of the competent local authority;
- ii) more than 1,000,000 GBP at any one situation; or
- iii) for more than 3 months' **maximum indemnity period** under this extension.

## Section 2 – Business interruption

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### 9. Loss of attraction (leased premises)

The insurance by the item on rent is extended to include loss as insured resulting solely from **damage** by any of the covers insured to **buildings** or other property at any location in the immediate vicinity of the **premises** in consequence of which the turnover of the lessee's business is affected and **rent receivable** by **you** is reduced.

**We** shall not pay under this clause more than 5% of the sum Insured or 250,000 GBP whichever is the lesser any one occurrence.

### 10. Loss of investment income on late payment of rent

If, as a result of **damage**, **we** are paying indemnity in respect of loss of rent and the payment by **us** to **you** is made later than the date upon which **you** would normally have expected to receive the rent from a lessee, **we** will pay a further sum representing the investment interest lost to **you** during the delay period.

### 11. Managing agents' premises

The insurance by each item on rent is extended to include loss as insured resulting solely from **damage** by any of the covers insured 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 **rent receivable** by **you** is reduced.

### 12. New business

For the purpose of any claim arising from an **incident** occurring before the completion of the first year's trading of the **business** at the **premises**, the term "standard rent receivable" shall be defined as follows.

#### Standard rent receivable

The proportional equivalent for a period equal to the **indemnity period** of the **rent receivable** realised during the period between the commencement of the **business** and the date of the **incident**, to which such adjustments shall be made as may be necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** whether before or after the **incident** or which would have affected the **business** had the **incident** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **incident** would have been obtained during the relative period after the **incident**.

### 13. Notifiable diseases, murder and suicide

**We** shall pay for loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of

- a)
    - i) any occurrence of a notifiable disease at the **premises** or attributable to food or drink supplied from the **premises**; or
    - ii) any discovery of an organism at the **premises** likely to result in the occurrence of a notifiable disease.
  - b) the discovery of vermin or pests at the **premises**.
  - c) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the competent local authority.
  - d) any occurrence or murder or suicide at the **premises**
- subject to the following.

- a) Notifiable disease shall mean injury or illness sustained by any person resulting from
  - i) food or drink poisoning; or
  - ii) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the competent public authority has stipulated shall be notified to them.
- b) **Indemnity period** shall mean the period during which the results of the **business** shall be affected in consequence of the occurrence, discovery or accident, beginning with the date from which the restrictions on the **premises** are applied (or in the case of paragraph d) above, with the date of the occurrence) and ending not later than the **maximum indemnity period** thereafter.
- c) **Premises** shall mean only those **premises** which are stated in the schedule to be insured and which are directly affected by the occurrence.

**We** will not pay for

- i) any costs incurred in the cleaning, repair, replacement, recall or checking of property.
- ii) any loss arising at **premises** not directly affected by the occurrence, discovery or accident.
- iii) more than 1,000,000 GBP any one occurrence and in the aggregate during any one **period of insurance**; or
- iv) for more than 3 months' **maximum indemnity period**.

### 14. Payments on account

Payments on account will be made to **you** in respect of claims for loss of rent on the date upon which, but for the **damage**, the rent would have been due from the lessee.

## Section 2 – Business interruption

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### 15. Prevention of access

The insurance by each item on rent is extended to include loss as insured caused by prevention or hindrance of access to the **buildings** or prevention of use of the **buildings** in consequence of **damage** by any cover insured to property in the immediate vicinity of the **buildings**.

### 16. Professional accountants and legal fees clause

In respect of each item on rent if any of the **buildings** suffer **damage**, **we** will pay the reasonable charges payable by **you** and incurred with **our** consent to

- a) **your** professional accountants for producing such information as may be required by **us** under the terms of Claims condition 2 applicable to property damage insurance and for reporting that such information is in accordance with **your** accounts.
- b) **your** lawyers for determining **your** contractual rights under any rent cesser clause or insurance break clause contained in the lease but not for any other purposes in the preparation of any claim.

### 17. Utilities

**We** will pay for loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of any **damage** arising at any

- a) generating station or sub-station of the electricity supply undertaking;
  - b) land based premises of the gas supply undertaking or of any natural gas producer linked directly with it;
  - c) water works or pumping station of the water supply undertaking; or
  - d) land based premises of the telecommunications undertaking
- from which **you** obtain electricity, gas, water or telecommunications services, all in Great Britain or Northern Ireland.

### 18. Rent free periods

If at the date of the **incident** the **premises** are subject to a rent free concession under the terms of the lease the **indemnity period** will be adjusted by adding the unexpired portion of the rent free period to the **maximum indemnity period**.

### 19. Rent of residential property

In the event that **buildings** occupied solely or partly for residential purposes suffer **damage** and no sum insured on rent for the residential portions has been allocated, then this insurance extends to include loss of rent including the cost of reletting and any additional expenditure as detailed above.

For the purposes of the cover by this extension

- a) **indemnity period** shall mean the maximum period of three years from the date of the **damage** for which **we** shall be liable to pay any loss.
- b) Special provision 4 below is deleted.

This clause will also indemnify **you** 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.

**We** will not pay under this provision more than 25% of the sum insured applicable to the residential **building** or residential portion of the **building** concerned.

### 20. Subrogation waiver

In the event of a claim arising under this policy, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against

- a) any company standing in the relation of parent to subsidiary or subsidiary to parent to **you** as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the **incident**.
- b) any company which is a subsidiary of a parent company of which **you** are **yourself** a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the **incident**.
- c) any tenant, lessee or managing agent in respect of **consequential loss** applicable to the **premises** unless such **consequential loss** arises out of a criminal or malicious act of the tenant, lessee or managing agent.

### 21. Unlawful occupation

Loss as insured by this section is extended to include loss resulting from interruption of or interference with the **business** 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

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

**We** shall not be liable for

- i) loss arising from any cause within **your** control.

## Section 2 – Business interruption

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- ii) loss as a result of physical **damage** to property.
- iii) loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear.
- iv) any **incident** involving prevention or hindrance of access to or use of the **premises** for less than 12 hours duration.
- v) more than 10,000 GBP any one occurrence.

### Special provisions

1. **Renewal**  
Before each renewal, **you** shall provide **us** with the estimated **rent receivable** for the financial year most nearly concurrent with the ensuing year of insurance.
2. **Service charges**  
Rent is deemed to include service charges unless otherwise stated in the schedule.
3. **Savings**  
If any charge or expense payable out of rent shall cease or reduce during the **indemnity period** in consequence of the **damage**, the sum saved shall be deducted from the amount otherwise payable under this insurance before the application of Special provision 4 below.
4. **Underinsurance (rent)**  
If, at the time **damage** occurs, the total sum insured on rent is less than the Day one rental value, **our** liability for any loss shall be limited to that proportion of the amount otherwise payable which the sum insured bears to the Day one rental value.  
Day one rental value shall mean the actual annual rent at the commencement of the **period of insurance** or, if the **buildings** are untenanted at that date, the actual annual rent at which the **buildings** were subsequently let (or the estimated annual rent at which they are expected to be let) in all cases proportionately increased where the **indemnity period** exceeds twelve months.
5. **Alternative accommodation - reduction of loss**  
If, in consequence of the **damage**, **you** shall use other premises to provide accommodation to tenants, the rent received from those premises during the **indemnity period** shall be taken into account in assessing the loss of rent.

# Section 2 – Business interruption

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## Appendix A – Rent receivable

### Note 1

To the extent that **you** are 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 for current cost accounting shall be disregarded.

## Additional definitions

### Annual rent receivable

The **rent receivable** during the twelve months immediately before the date of the **incident**.

### Standard rent receivable

The **rent receivable** during that period in the twelve months immediately before the date of the **incident** which corresponds with the **indemnity period**. **We** will adjust the figures as necessary to provide for trends or special circumstances affecting the **business** before or after the **incident** or which would have affected the **business** had the **incident** not occurred.

## Claims - basis of settlement

The insurance by this item is limited to

1. loss of **rent receivable**;
2. cost of reletting;
3. additional expenditure; and
4. accelerated reinstatement expenditure

and the amount payable as indemnity shall be

- a) in respect of loss of **rent receivable**, the amount by which the **rent receivable** during the **indemnity period** shall in consequence of the **incident** fall short of the **standard rent receivable**.
- b) in respect of cost of reletting, the costs necessarily and reasonably incurred during the **indemnity period** in reletting the **buildings** (including legal fees in connection with the reletting) solely in consequence of the **damage**.
- c) in respect of additional expenditure, the expenditure (other than that recoverable under cost of reletting) necessarily and reasonably incurred in consequence of the **damage** solely to avoid or minimise the loss of **rent** during the **indemnity period** but not exceeding the amount of the reduction avoided by such expenditure.
- d) in respect of accelerated reinstatement expenditure, the further additional expenditure (other than that recoverable under cost of reletting or the additional expenditure) necessarily and reasonably incurred in consequence of the **damage** solely to avoid or minimise any loss of rent not recoverable by **you** under this or any other policy during the period of twelve months immediately after the expiry of the **indemnity period** but not exceeding the loss of rent thereby avoided during that period of twelve months by **you**.

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **rent receivable** as may cease or be reduced in consequence of the **incident**.

However, if the sum insured by this item is less than the **annual rent receivable** (proportionately increased where the **maximum indemnity period** exceeds twelve months) the amount payable shall be proportionately reduced.

**Our** liability shall in no case exceed

1. in respect of paragraph a), 200% of the estimated **rent receivable** stated in the schedule;
2. in respect of paragraphs b) – d), the sum insured stated in the schedule for any one item; or
3. in respect of paragraphs a) – d) in the aggregate, 200% of the estimated **rent receivable** stated in the schedule.

## Memorandum

### 1. Return of premium

If the **rent receivable** earned (proportionately increased where the **maximum indemnity period** exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any **period of insurance** as certified by **your** auditors is less than the sum insured, **we** will make a pro rata return of premium not exceeding 50% of the premium paid on such sum insured for such **period of insurance**. If any **incident** shall have occurred giving rise to a claim under this section the return of premium shall be made in respect only of so much of the difference as is not due to the **incident**.

# Section 2 – Business interruption

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## Appendix B – Loss of book debts

### Note 1

To the extent that **you** are 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 for current cost accounting shall be disregarded.

## Additional definitions

### Book debts

The financial amounts due to **you** but not yet paid in respect of goods or services supplied by **you** to customers on a credit or hire purchase basis and for which they have accepted delivery.

### Outstanding debit balances

Where there are monthly declarations, the total declared under the last statement adjusted for

- a) bad debts;
- b) amounts debited (or invoiced but not debited) and credited to customer accounts in the period between the date to which the statement applied and the date of **damage**; and
- c) any abnormal trade condition which had or could have a material effect on the **business**

OR

A reasonable estimate of the total outstanding debts at the date of the **damage** after adjustment for bad debts and as agreed between **you** and **us** provided that this estimate does not exceed 75% of the sum insured as set out in the schedule.

**We** will not pay more than 25,000 GBP any one claim unless otherwise stated in the schedule.

## Claims - basis of settlement

The insurance by this item is limited to the loss not exceeding the sum insured sustained by **you** in respect of

1. loss of **book debts**; and
  2. additional expenditure
- and the amount payable as indemnity shall be

- a) in respect of loss of **book debts**, the amount of total **outstanding debit balances** less the total of amounts of **outstanding debit balances** traced or received.
- b) in respect of additional expenditure, the amount necessarily and reasonably incurred solely in consequence of the **incident** in order to trace and establish the amount of customer debit balances, but the amount payable under this heading shall not exceed the additional amount that would have been payable under paragraph 1. above for loss of **book debts** if no such increase in additional expenditure had been incurred.

## Memoranda

### 1. Professional accountants

**We** will pay professional accountants charges **you** reasonably incur for producing and certifying any particulars, details, information or evidence that **we** may require under the terms of the claims conditions, provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the sum insured.

### 2. Declaration

Within 30 days of the end of each calendar month, **you** will advise **us** in writing of the total amount of **outstanding debit balances** as shown in **your** accounts. If you **do** not advise **us**, **we** shall take the maximum sum insured as the total amount declared.

At the end of each **period of insurance** the actual premium shall be calculated on the average amount insured i.e. the total of the amounts declared divided by the number of declarations. If the actual premium is greater than the first or annual premium paid, **you** shall pay **us** the difference. If it is less, **we** will refund the difference to **you** but only up to one half of the first or annual premium paid.

### 3. Automatic reinstatement

**We** will not reduce the sum insured by the amount of any loss as long as **you** pay the extra premium on the amount of the loss from the date it occurred to the date of the expiry of the **period of insurance**.

## Special condition

It is a condition precedent to **our** liability that **you** books of account and other business books or records in which **you** record customer accounts are kept in fire resisting safes or cabinets when not in use.

## Section 3 – Property owners’ liability

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### Definitions

The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

### Business

The business carried on in the **United Kingdom** including the following activities

- a) use, repair, maintenance and decoration of premises owned or occupied by **you**;
- b) repair or maintenance of vehicles or plant owned or used by **you**;
- c) the provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **employee** and first aid, fire, security and ambulance services;
- d) participation in exhibitions held in the **United Kingdom** in connection with the business specified in the schedule; and
- e) private work undertaken for **you** by any **employee** or for any director or **employee** with **your** prior consent.

### Costs and expenses

- a) Claimants costs and expenses arising in respect of any claim against **you** which may be the subject of indemnity under this policy.
- b) All cost and expenses incurred by **you** with **our** written consent in respect of any claim against **you** which may be the subject of indemnity under this policy.

### Bodily injury

Death, injury, illness, disease or nervous shock.

### Property

Property which is both material and tangible.

### Offshore

From the time of embarkation by an **employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that **employee** from a conveyance on to land upon return from an offshore rig or offshore platform.

### United Kingdom

England, Scotland, Wales, Northern Ireland (being the United Kingdom) the Channel Islands and the Isle of Man.

### You/your

- a) The policyholder named in the schedule.
- b) Any associated or subsidiary company of the insured provided it has been notified to **us**.
- c) At your request
  - i) any director or **employee** while they are acting on behalf of or in course of their employment or engagement with you in respect of liability for which you would have been entitled to indemnity under this policy if the claim against any such person had been made against you.
  - ii) any officer, member or **employee** of your social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such.
  - iii) any of your directors, partners or senior officials in respect of private work carried out by any **employee** for them with your consent.
  - iv) any principal for legal liability in respect of which you would have been entitled to indemnity under this policy if the claim had been made against you arising out of work carried out by you under a contract or agreement.
  - v) your personal representatives (in the event of your death) in respect of liability incurred by you, provided that if indemnity is extended to any party described in paragraphs a) to c) above, that party shall be subject to the terms of this policy so far as they can apply and in any event **our** liability shall not exceed the limit of indemnity.

### Insuring clause

We will indemnify **you** under this section of the policy against

1. all sums which **you** shall become legally liable to pay as damages; and
2. **costs and expenses**

## Section 3 – Property owners’ liability

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in the event of

- a) accidental **bodily injury** to any person other than any **employee**;
- b) accidental loss of or damage to **property**;
- c) accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water; or
- d) wrongful arrest or false imprisonment

occurring during the **period of insurance** and arising out of **your business** in the **United Kingdom**.

### Limit of indemnity

1. **Our** liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the schedule irrespective of the number of claims or claimants.
2. **Costs and expenses** are payable in addition to the limit of indemnity detailed in the schedule.

### Extensions of cover

These extensions are subject to all other terms of this policy so far as they can apply unless otherwise stated.

#### 1. Additional benefit

**We** will pay costs incurred with **our** consent for

- a) representation at any coroner’s inquest or fatal injury inquiry in respect of any death; or
- b) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this section.

#### 2. Compensation for court attendance

In the event of any of **your** directors, partners or **employees** attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this policy, **we** will provide compensation at the following rates for each day on which attendance is required.

- a) Any director or partner 250 GBP per day
- b) Any **employee** 100 GBP per day

**We** will not pay more than 2,500 GBP in the aggregate during any one **period of insurance**.

#### 3. Consumer Protection Act and Food Safety Act

**We** will provide indemnity to **you** and any of **your** directors, partners or **employees** up to the limit of indemnity in respect of

- a) costs of prosecution awarded against **you** and any of **your** directors, partners or **employees**; and
- b) legal fees and expenses incurred with **our** consent in the defence of and arising from criminal proceedings brought or in an appeal against conviction in respect of breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990 as long as the proceedings relate to an offence committed or alleged to have been committed during the **period of insurance** and in the course of the **business**.

The indemnity will not apply

- i) to fines or penalties of any kind;
- ii) where indemnity is provided by any other insurance; or
- iii) in respect of proceedings consequent upon any deliberate act or omission.

#### 4. Contingent liability (non-owned vehicles)

**We** will indemnify **you** in respect of legal liability for **bodily injury** and loss of or damage to **property** arising out of the use of any motor vehicle, which is not **your property** or leased or hired to **you** and is not provided by **you**, being used in connection with the **business**.

This indemnity does not apply in respect of

- i) loss of or damage to such vehicle;
- ii) **bodily injury** or **damage to property** while such vehicle is being driven by **you**;
- iii) liability arising from circumstances in which it is compulsory for **you** to insure or provide security in respect of such vehicle as a requirement of relevant Road Traffic Act legislation; or
- iv) a vehicle being used outside the **United Kingdom**.

For the purposes of this extension the definition of “**you**” is restricted to paragraphs a) and b) only.

#### 5. Contractual liability

Notwithstanding General exclusion 3, **we** will indemnify **you** under this extension against liability in respect of **bodily injury** or **damage to property** assumed by **you** to the extent that any contract or agreement entered into by **you** with any principal so requires, provided that

- a) the liability arises out of the performance by **you** of such contract or agreement;
- b) the conduct and control of claims is vested in **us**;

## Section 3 – Property owners’ liability

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- c) nothing in this extension shall increase **our** liability to pay any amount in excess of the limit of indemnity under this section.

For the purpose of this extension, “principal” means the other party to a contract or agreement for whom **you** are undertaking work or services or providing products, where such party is responsible for setting out the terms of the contract or agreement.

### 6. Corporate manslaughter

**We** will pay for legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the **period of insurance** in the course of the **business**.

The following conditions apply.

- a) **Our** liability under this extension shall not exceed 5,000,000 GBP in any one **period of insurance** or the limit of indemnity stated in the schedule whichever is the lesser. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.
- b) This extension shall apply only to proceedings brought in the **United Kingdom** only.
- c) **We** must consent in writing to the appointment of any solicitor or Counsel who are to act for and on **your** behalf.
- d) **You** shall give **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this extension.
- e) In respect of any appeal, Counsel must have advised that there are strong prospects of such an appeal succeeding.
- f) **We** shall be not be liable
- i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge.
  - ii) in respect of fines or penalties of any kind.
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of
    - a) the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made under them;
    - b) the Food Safety Act 1990 or any regulations made under them; or
    - c) the Consumer Protection Act 1987 or any regulations made under them.
  - iv) where indemnity for defence costs is available from any other source, is provided by any other insurance or where, but for the existence of this extension, indemnity would have been provided by such other source or insurance.
- g) Where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of or investigation connected with corporate manslaughter or corporate homicide under another section of the policy, the amount paid under that section will be taken into account in arriving at **our** liability payable under this extension.

### 7. Cross liabilities

If **you** comprise more than one party, **we** will treat each party as though a separate policy had been issued to each of them. However, nothing in this extension shall increase **our** liability to pay any amount in excess of the limit of indemnity under this section.

### 8. Data Protection legislation

**We** will provide an indemnity to **you** and, at **your** request, any of **your** directors, partners or **employees** against legal liability to pay damages and **costs and expenses** for damage or distress as described in Section 13 of the Data Protection Act 1998.

However this extension shall not apply in respect of

- i) the payments of fines or penalties;
- ii) the costs of replacing, reinstating, rectifying or erasing any personal data;
- iii) liability arising from or caused by a deliberate act or omission of any person eligible for an indemnity by this extension if the result thereof could reasonably have been expected by **you** or any other person having regard to the nature and circumstances of such act or omission;
- iv) claims which arise out of circumstances notified to previous insurers and known to **you** at inception of this extension; or
- v) liability where indemnity is provided by any other insurance.

## Section 3 – Property owners’ liability

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### 9. Defective premises

We will indemnify **you** against liability in respect of **bodily injury or damage to property** arising in respect of any **premises** disposed of by **you**. This indemnity does not apply to any **costs or expenses** incurred in repairing, replacing or making any refund in respect of any such **premises**.

### 10. Discharge of liability

We may at any time pay to **you** or on **your** behalf

- a) the maximum sum payable under this policy in respect of any one occurrence;
- b) the balance of the maximum sum should any payments have already been made in respect of claims arising out of the same occurrence; or
- c) the balance of the maximum sum payable in any one **period of insurance** if this is less than either of the amounts specified in paragraphs a) and b) by reason of any payments made in connection with any previous claims together with the amount of any legal costs incurred before the time of such payment

and **our** liability for any further payment whatsoever arising out of or in connection with such occurrences shall be fully discharged and at an end.

If the sum payable in respect of any claim or claims occurring in connection with or arising out of any one source or original cause exceeds the sum payable under this policy, **you** shall pay

- a) the excess; and
- b) such proportion of the law costs payable to any claimants or incurred in the defence of any claim or claims in respect of such occurrence as such excess bears to the total sum payable in respect of such occurrences.

### 11. Environmental statutory clean up costs

We will pay for all sums including statutory debts that **you** are legally liable to pay in respect of remediation or clean up costs arising from environmental damage caused by **pollution** where such liability arises under an environmental Directive, Statute or Statutory Instrument.

The following conditions apply.

- a) Liability must arise from **pollution** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**. All **pollution** which arises out of one incident will be deemed to have occurred at the same time such incident takes place.
- b) **Our** liability will not exceed 1,000,000 GBP for any one occurrence and in the aggregate in any one **period of insurance** and will be the maximum **we** will pay inclusive of all **costs and expenses**. This limit will form part of and not be in addition to the limit of liability stated in the schedule.
- c) **We** will not be liable
  - i) in respect of remediation or clean up costs for **damage to your** land, **premises**, watercourses or bodies of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control;
  - ii) in respect of primary, complementary or compensatory remediation costs for damage to **your** land, **premises**, watercourses or bodies of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control;
  - iii) in respect of removal of any risk of an adverse effect on human health on **your** land, **premises**, watercourses or bodies of water whether owned, leased, hired tenanted or otherwise in **your** care, custody or control;
  - iv) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences;
  - v) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being **pollution** caused by a sudden, identifiable, unintended and unexpected incident.
  - vi) in respect of costs for the reinstatement or reintroduction of flora or fauna; or
  - vii) in respect of fines or penalties of any kind.

For the purposes of this extension the following definitions will apply.

#### Clean up

- a) Testing for or monitoring of **pollution**.
- b) Cleaning up, removing, containing, treating, detoxifying or neutralising **pollution**.

#### Remediation

Remedying the effects of **pollution**.

### 12. Indemnity to directors and employees

In the event of any claim in respect of which **you** would be entitled to receive indemnity under this policy being brought or made against

- a) any of **your** directors or **employees**; or

## Section 3 – Property owners’ liability

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- b) any officer, member or **employee** of **your** social, sports or welfare organisations, first aid, fire or ambulance services

**we** will indemnify them if **you** request it against any claim and any costs, charges and expenses subject to the following conditions.

- a) The person must not be entitled to indemnity under any other insurance.
- b) The person must observe, fulfil and be subject to the terms, limitations and conditions of this policy as though they were **you**.
- c) **We** shall not be liable under this extension unless **we** have the sole conduct and control of all claims.
- d) **Our** total liability under this extension to pay compensation shall not exceed the limit of indemnity.

### 13. Indemnity to principal

In the event of any claim in respect of which **you** would be entitled to receive indemnity under this policy being brought or made against any public or local authority or other principal, **we** will indemnify them against such claim and its costs, charges and expenses provided always that **we** shall not be liable under this extension unless **we** have the sole conduct and control of all claims.

### 14. Leased premises

**We** will indemnify **you** against liability for **damage** to premises or their fixtures or fittings which are leased to **you**. This indemnity does not apply in respect of liability for

- i) **damage** if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such an agreement; or
- ii) the first 250 GBP of such **damage**.

### 15. Legal costs

In addition to the indemnity provided by this section, **we** will indemnify **you** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with **our** consent.

### 16. Legal expenses arising from Health and Safety legislation

In the event of

- a) any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 or similar legislation in the **United Kingdom**; or
- b) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

**we** will provide indemnity up to the limit of indemnity against legal fees and expenses incurred in representing **you** in such proceedings, including appeals against the results of such proceedings, as long as the proceedings relate to an act, omission, incident or alleged act, omission or incident which has been committed during the **period of insurance** within the **United Kingdom** and in the course of the **business**.

This indemnity will not apply

- i) in respect of fines or penalties of any kind;
- ii) to proceedings consequent upon any deliberate act or omission on **your** part;
- iii) where **you** have effected a legal expenses insurance policy; or
- iv) to persons other than **you** or any of **your** directors, partners, proprietors or **employees**.

### 17. Legionellosis

**We** will provide indemnity to **you**

- a) against legal liability for damages and **costs and expenses** in respect of **bodily injury** caused by legionellosis arising out of the **business** and for which
  - i) a claim first made in writing to **you** during the **period of insurance** or
  - ii) the first notification of any circumstance which
    - a) has caused or is alleged to have caused **bodily injury**; or
    - b) can be reasonably expected to give rise to a claim under this policy is made to **us** during or within thirty days after expiry of the **period of insurance**.
- b) in respect of
  - i) costs of legal representation
    - a) at any coroner’s inquest or inquiry in respect of any death;
    - b) at proceedings in any court arising out of any alleged breach of statutory duty resulting in any **bodily injury** specified above; and
  - ii) all other **costs and expenses** in relation to any matter which may form the subject of indemnity under this extension incurred with **our** written consent.

Provided that the total amount payable by this extension shall not exceed the limit of indemnity stated in the schedule.

## Section 3 – Property owners’ liability

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### 18. Libel and slander

We will indemnify **you** in respect of legal liability to pay compensation and **costs and expenses** in respect of claims made against **you** during the **period of insurance** arising from any act of libel or slander committed or uttered in good faith by **you** during the **period of insurance** in the course of the **business**.

This extension is subject to the following.

- a) The indemnity granted by this extension shall apply solely to **your** in-house and trade publications; and
- b) **our** liability under this extension shall not exceed 250,000 GBP in any one **period of insurance**.

### 19. Personal liability overseas

This policy applies to the personal liability of any of **your** directors or **employees** or any member of their family whilst accompanying them during temporary visits anywhere in the world in connection with **your business**.

This extension does not apply to

- i) legal liability arising directly or indirectly from
  - a) any agreement or contract unless liability would have existed otherwise;
  - b) the ownership or occupation of land or buildings;
  - c) the carrying on of any trade or profession; or
  - d) the ownership, possession or use of fire arms (other than sporting guns), mechanically propelled vehicles, craft designed to travel through air or space, hovercraft, watercraft or animals of a dangerous species.
- ii) **damage** to property owned or held in trust by any of **your** directors, **employees** or any members of their family.
- iii) liability more specifically insured under any other insurance.
- iv) legal liability for accidental death or personal injury to any of **your** directors, **employees** or members of their family.

This extension is subject to the following.

- a) Any person indemnified under this extension shall observe, fulfil and be subject to the terms, limitations and conditions of this policy as if they were **you**.
- b) **We** shall not be liable under this extension unless **we** have the sole conduct and control of all claims.
- c) **Our** total liability under this extension to pay compensation will not exceed the limit of liability.

### 20. Personal representatives

In the event of **your** death, the indemnity provided by this policy will apply to **your** personal representatives in respect of liability incurred by **you**, provided always that such personal representatives shall observe, fulfil and be subject to the terms, limitations and conditions of this policy as though they were **you**.

### 21. Terrorism

We will indemnify **you** in respect of legal liability to pay compensation and **costs and expenses** in respect of claims made against **you** during any one **period of insurance** arising directly or indirectly from terrorism up to an amount of 5,000,000 GBP or the limit of indemnity as stated in the schedule whichever is the lower.

For the purpose of this extension ‘terrorism’ means any act

- a) involving serious violence against a person;
  - b) involving serious damage to property;
  - c) endangering a person’s life other than that of the person committing the act;
  - d) creating a serious risk to health and safety of the public or a section of the public; or
  - e) designed seriously to interfere with or seriously to disrupt an electronic system
- the use or threat of which is made for the purpose of advancing a political, religious or ideological cause and to influence any government de jure or de facto or to intimidate the public or a section of the public.

## Clauses

### 1. Use of heat

It is a condition precedent to **our** liability under this section that the following precautions are complied with on each occasion that the use or application of heat as defined below takes place elsewhere than on **your own premises**.

- a) **Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers.**
  - i) The area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible

## Section 3 – Property owners’ liability

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- material; other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material.
- ii) At least 2 adequate and appropriate portable fire extinguishers in proper working order must be kept in the immediate area of the work and used immediately smoke or smouldering or flames are detected.
  - iii) A fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
  - iv) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.
  - v) A person must be appointed by **you** to act as an observer to watch for signs of smoke or smouldering or flames.

Sub-paragraph v) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.

### b) Use of asphalt, bitumen, tar, pitch or lead heaters

The heating must be carried out in the open in a vessel designed for the purpose and if carried out on a roof the vessel must be placed on a non-combustible heat insulating base.

## Exclusions

We will not indemnify **you** under this section against liability

1. for **damage to property** belonging to **you** or in the custody or control of **you** or any **employee** other than
  - a) **property** including motor vehicles belonging to an **employee** or visitor;
  - b) any premises or their contents which are temporarily occupied by **you** for the purpose of carrying out work in or to such premises.
2. arising from the ownership, possession or use under the control of **you** or any **employee** of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation.
3. arising out of the ownership, possession or use by **you** or on **your** behalf of any aircraft or other aerial devices, hovercraft, **offshore** installation or watercraft (other than hand-propelled or wind-powered watercraft whilst on inland waterways).
4. arising from any products after they have ceased to be in **your** custody or control other than food or drink for consumption on **your premises**.
5. caused by or arising out of the deliberate, conscious or intentional disregard of **your** obligation to take all reasonable steps to prevent **bodily injury or damage to property**.
6. caused by or arising out of liquidated damages clauses, penalty clauses or performance warranties unless such liability would have attached in the absence of such clauses or warranties.
7. caused by or arising out of **pollution**.  
But **we** will indemnify **you** against liability in respect of accidental **bodily injury** or accidental **damage to property** caused solely by **pollution** which results from a sudden, identifiable, unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the **period of insurance** provided that
  - a) all **pollution** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
  - b) nothing in these provisos shall increase **our** liability to pay damages, costs, fees and expenses in excess of the limit of indemnity in the schedule in the aggregate in respect of any one **period of insurance**.

## Section 4 – Employers’ liability

### Definitions

The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

### Costs and expenses

- a) Claimants costs and expenses arising in respect of any claim against **you** which may be the subject of indemnity under this policy.
- b) All cost and expenses incurred by **you** with **our** written consent in respect of any claim against **you** which may be the subject of indemnity under this section.

### Bodily injury

Death, injury, illness, disease or nervous shock.

### Offshore

From the time of embarkation by an **employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that **employee** from a conveyance on to land upon return from an offshore rig or offshore platform.

### United Kingdom

England, Scotland, Wales, Northern Ireland (being the United Kingdom), the Channel Islands and the Isle of Man.

### You/your

- a) The policyholder named in the schedule.
- b) Any of your associated or subsidiary companies provided they have been notified to **us**.
- c) At your request
  - i) any director or **employee** while acting on behalf of or in course of their employment or engagement with you in respect of liability for which you would have been entitled to indemnity under this policy if the claim against any such person had been made against you.
  - ii) any officer, member or **employee** of your social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such.
  - iii) any of your directors, partners or senior officials in respect of private work carried out by any **employee** for them with your consent.
  - iv) any principal for legal liability in respect of which you would have been entitled to indemnity under this policy if the claim had been made against you arising out of work carried out by you under a contract or agreement.
  - v) your personal representatives (in the event of your death) in respect of liability incurred by you provided that if indemnity is extended to any party described in paragraphs a) to c) above that party shall be subject to the terms of this policy so far as they can apply and in any event our liability shall not exceed the limit of indemnity.

### Insuring clause

We will indemnify **you** against

1. all sums which **you** shall become legally liable to pay as damages; and
2. **costs and expenses**

in the event of **bodily injury** sustained by any **employee** which arises out of and in the course of their employment by **you** in the **business** and which is caused

- a) in the **United Kingdom**.
- b) elsewhere in the world in respect of temporary manual visits by any **employee** provided that such **employee** is normally resident in the **United Kingdom**.

### Limit of indemnity

1. The amount specified in the schedule.  
**Our** liability for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity. The limit of indemnity shall be the maximum amount payable including **costs and expenses**.
2. Notwithstanding anything contained in paragraph 1. above, **our** liability under this section for damages and **costs and expenses** payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of terrorism shall not exceed 5,000,000 GBP.

## Section 4 – Employers’ liability

3. Notwithstanding anything contained in paragraph 1. above, **our** liability under this section for damages and **costs and expenses** payable in respect of any one claim arising out of any one event or events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos shall not exceed 5,000,000 GBP.

### Employers’ liability compulsory insurance

The indemnity granted by this section is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of liability to **employees**.

If, however, **we** pay any sum which would not have been paid but for the provisions of such law then **you** shall repay such sum to **us**.

### Extensions

These extensions are subject to all other terms of this policy so far as they can apply unless otherwise stated.

#### 1. Compensation for court attendance

In the event of any of **your** directors, partners or **employees** attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this policy, **we** will provide compensation at the following rates for each day on which attendance is required.

- |    |                         |                 |
|----|-------------------------|-----------------|
| a) | Any director or partner | 250 GBP per day |
| b) | Any <b>employee</b>     | 100 GBP per day |

subject to a maximum aggregate limit in the **period of insurance** of 2,500 GBP.

#### 2. Contractual liability

Notwithstanding General exclusion 3, **we** will indemnify **you** under this section against liability in respect of **bodily injury** assumed by **you** to the extent that any contract or agreement entered into by **you** with any principal so requires provided that

- the liability arises out of the performance by **you** of such contract or agreement;
- the conduct and control of claims is vested in **us**;
- the indemnity granted shall apply only in respect of liability to any **employee**;
- nothing in this extension shall increase **our** liability to pay any amount in excess of the limit of indemnity under this section.

For the purpose of this extension, “principal” means the other party to a contract or agreement for whom **you** are undertaking work or services where such party is responsible for setting out the terms of the contract or agreement.

#### 3. Corporate manslaughter

**We** will pay for legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the **period of insurance** in the course of the **business**.

The following conditions apply.

- Our** liability under this extension shall not exceed 5,000,000 GBP in any one **period of insurance** or the limit of indemnity stated in the schedule whichever is the lesser. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.
- This extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- We** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **your** behalf.
- You** shall give **us** immediate notice of any summons or other process served upon you which may give rise to proceedings under this extension.

## Section 4 – Employers' liability

- e) In respect of any appeal, Counsel must have advised that there are strong prospects of such an appeal succeeding.
- f) **We shall be not be liable**
  - i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge;
  - ii) in respect of fines or penalties of any kind;
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of
    - a. the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made under them;
    - b. the Food Safety Act 1990 or any regulations made under them; or
    - c. the Consumer Protection Act 1987 or any regulations made under them; or
  - iv) where indemnity for defence costs is available from any other source, is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.
- g) Where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of or investigation connected with corporate manslaughter or corporate homicide under another section of the policy, the amount paid under that section will be taken into account in arriving at **our** liability payable under this extension.

### 4. Cross liabilities

If **you** comprise more than one party, **we** will treat each party as though a separate policy had been issued to each of them. However, nothing in this extension shall increase **our** liability to pay any amount in excess of the limit of indemnity under this section.

### 5. Indemnity to principal

In the event of any claim in respect of which **you** would be entitled to receive indemnity under this policy being brought or made against any public or local authority or other principal, **we** will indemnify them against such claim and its costs, charges and expenses provided always that **we** shall not be liable under this extension unless **we** have the sole conduct and control of all claims.

### 6. Injury to partner or proprietor

In respect of **bodily injury** to any partner or proprietor named in the schedule as the policyholder, **we** will deem them to fall within the definition of **employee** subject to the following conditions.

- a) **Bodily injury** arises out of and in the course of **your business**;
- b) **Bodily injury** is caused by another partner or **employee** working for **you** in connection with **your business**; and
- c) the partner or the proprietor has a valid right of action against the party responsible for **bodily injury**.

### 7. Legal expenses arising from Health and Safety legislation

In the event of

- a) any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 or similar legislation in the **United Kingdom**; or
  - b) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975
- we** will provide indemnity up to the limit of indemnity against legal fees and expenses incurred in representing **you** in such proceedings, including appeals against the results of such proceedings, as long as the proceedings relate to an act, omission, incident or alleged act, omission or incident which has been committed during the **period of insurance** within the **United Kingdom** and in the course of the **business**.

This indemnity will not apply

- i) in respect of fines or penalties of any kind;
- ii) to proceedings consequent upon any deliberate act or omission on **your** part;
- iii) where **you** have effected a legal expenses insurance policy; or
- iv) to persons other than **you** or any of **your** directors, partners, proprietors or **employees**.

### 8. Solicitors' fees

**We** will pay solicitors' fees incurred with **our** consent for

- a) representation at any coroners' inquest or fatal injury inquiry in respect of any death; and
- b) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this section.

## Section 4 – Employers' liability

### 9. Unsatisfied court judgements

In the event that

- a) a judgement for damages is obtained against any company or individual operating from premises within the **United Kingdom** by any **employee** in respect of **bodily injury** caused during any **period of insurance** arising out of and in the course of their employment by **you** in the **business** and
- b) it remains unsatisfied in whole or in part six months after the date of such judgement

**we** will indemnify the **employee** or their personal representative up to the limit of indemnity for the amount of damages and awarded costs which remain unsatisfied as long as

- i) there is no appeal outstanding;
- ii) any payment made by **us** shall only be in respect of **bodily injury** which would otherwise be within the scope of cover of this section of the policy;
- iii) any payment made by **us** shall only be in respect of liability for which **you** would have been entitled to indemnity under this section of the policy if the judgement had been made against **you**; and
- iv) **we** shall be entitled to take over and prosecute for **our** own benefit any claim against any other party and **you**, the **employee** or their personal representatives shall give all information and assistance required.

### Exclusions

1. **We** will not indemnify **you** under this section against liability for **bodily injury** to an **employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. **We** will not indemnify **you** under this section against liability arising **offshore**.

## Section 5 – Legal expenses insurance policy

### Welcome to MSL

Thank you for choosing MSL Legal Expenses Limited to provide your Business Premier Legal Expenses Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. As an MSL customer you now have legal expenses insurance to protect you in relation to cover set out in this Policy.

You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

### Our Agreement

This insurance is a contract between us (MSL Legal Expenses Limited) and you (the Policyholder shown in the Certificate of Insurance). This is a claims made policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance

We will, subject to the terms of this Policy, provide you with the insurance set out in the Policy in respect of claims reported to us during the Period of Insurance shown in the Certificate of Insurance and for any subsequent period for which we may accept a renewal premium.

You must ensure that all the information you have given to us is accurate to the best of your knowledge. We will be entitled to refuse to accept a claim where you do not take reasonable care not to make a misrepresentation.

The Policy, Certificate of Insurance and any endorsements must be read together as one document.

Signed on our behalf



Nick Garner, Group Managing Director  
MSL Legal Expenses Limited

### The Meaning of Words in this Policy

Each of the words or terms have a specific meaning which applies wherever they appear in **bold** type in this Policy

#### **We/Us/Our:**

means MSL Legal Expenses Limited.

#### **You/Your:**

means the Policyholder shown in the Certificate of Insurance attached to this Policy.

#### **Appointed Representative:**

means the claim negotiator, lawyer or other suitably qualified person appointed by **Us** to act on behalf of the **Insured Person**, in accordance with **Our** standard terms of appointment.

#### **Cross-Tax Enquiry**

Means an investigation by HM Revenue & Customs into **Your** business tax affairs, which also includes an investigation into **Your** Value Added Tax return and/or Employer's Compliance.

#### **Basic Award:**

means the award of an employment tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate an **Employee** for the loss of their statutory rights.

#### **Buildings:**

means the buildings and land owned by **You** or for which **You** are legally responsible, used in connection with the **Business**.

#### **Business:**

means the Business shown in the Certificate of Insurance.

#### **Compensatory Award:**

means the award of an employment tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate an **Employee** against financial loss that relates to their dismissal.

#### **Costs and Expenses:**

means all necessary and reasonable

1. Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**;
2. Opponents costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them;

in pursuing the claim including the costs of any appeal or defending an appeal, provided the **Insured Person** tells **Us** within the time limits and provided that **We** agree to the appeal.

#### **Employee:**

means any person under a contract of service with **You** in connection with the **Business**. This includes any

1. Trainee under **Your** control in connection with a government approved training scheme;
2. Ex-employee or prospective employee.

#### **Tax Enquiry**

means an investigation by HM Revenue & Customs into **Your** business tax affairs.

#### **Insured Person:**

means **You** and any director, partner and **Employee** of **Your Business** provided that they have **Your** permission to claim under this Policy.

#### **Legal Proceedings:**

means a legal remedy for compensation, specific performance or an injunction.

#### **Reasonable Prospects:**

means that in respect of each claim there is always more than a 50% chance of the **Insured Person** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **Us** or the **Appointed Representative**.

### What Is Insured

**We** will, subject to What is NOT Insured, the Claims Settlement Provisions and Conditions of this Policy provide the insurance in relation to the Insured Incidents, shown as operative in the Certificate of Insurance, set out below.

Provided that

1. **Reasonable Prospects** exist for the duration of the claim.
2. The claim is reported to **Us**
  - a. during the Period of Insurance, and
  - b. immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.

## Section 5 – Legal expenses insurance policy

3. The **Insured Person** follows the advice provided to the **Insured Person** by **Our** Claims and Advice Service.
4. The **Insured Person** seeks and continues to follow the advice from **Our** Claims and Advice Service.
5. During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** keeps us up to date with all developments and the **Insured Person** follows and continues to follow the advice from **Our** Claims and Advice Service.
6. The **Business** is situated in the United Kingdom, the Isle of Man or the Channel Islands.
7. The event which leads to a claim arises in connection with the **Business**.

### **We will not pay**

- a. In respect of any one claim and in total in any one Period of Insurance more than the relevant Limit of Liability and the annual aggregate limit shown in the Certificate of Insurance.
- b. The amount of any Excess shown in the Certificate of Insurance in respect of each claim.
- c. Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

## Section 5 – Legal expenses insurance policy

Any claim relating to an **Insured Person's** previous trade, business, occupation or profession.

- d. The first 10% of **Costs and Expenses** where the **Insured Person** chooses their own lawyer or other suitably qualified person in relation to a claim under this Policy.

### Insured Incidents

#### 1. Employment Disputes

**We** will pay the **Costs and Expenses** in relation to the defence of **Legal Proceedings** arising from or relating to a breach of an **Employee's** contract of service which will be dealt with in an Employment Tribunal under employment legislation.

Provided that

- i. In the event of any issues arising that could give rise to a legal dispute with an **Employee**, the **Insured Person** has followed the advice provided to the **Insured Person** by **Us**.
- ii. The **Insured Person** seeks and continues to follow all advice from **Us** as to the steps to be taken in the following situations
  - Before taking any disciplinary action or commencing a disciplinary procedure.
  - Before dismissing an **Employee**.
  - Upon receipt of notification of any form of grievance by an **Employee** or a complaint of discrimination.
  - Before starting any redundancy process or making an **Employee** redundant.
  - Before seeking to make a material change to an **Employee's** contract, which is likely to have a negative impact upon that **Employee**.
  - Upon becoming aware of a situation that could give rise to a potential claim for constructive dismissal by an **Employee**.

**We** will not pay for

- i. Any claim relating to disciplinary hearings or internal grievance procedures.
- ii. The costs of any disputes relating to a settlement agreement.
- iii. Any dispute relating to a shareholding, partnership or directors contract.
- iv. Any claim relating to the Transfer of Undertakings (Protection of Employment) Regulations (TUPE).
- v. Any claim relating to future contracts of employment.
- vi. Any claim in respect of personal injury or loss of or damage to property.
- vii. Any claim relating to unpaid wages and commission or deduction from wages or commission.
- viii. Any claim relating to benefits due under a contract of employment.
- ix. Any claim relating to payment relating to redundancy.

#### 2. Employment Compensation Awards

**We** will pay a **Basic Award** and/or **Compensatory Award** which is awarded to an **Employee** by either a tribunal or through the Advisory, Conciliation and Arbitration Service (ACAS) Arbitration Scheme, or an amount agreed by **Us** in settlement of a dispute.

Provided that the **Basic Award** or **Compensatory Award** follows a claim which **We** have accepted under Insured Incident 1. Employment Disputes.

**We** will not pay for

- a. Any award arising out of the **Insured Person's** failure to provide any **Employee** with written reasons for their dismissal.
- b. Any award made as a result of the **Insured Person's** failure to provide a contract of employment or statement of terms and conditions of employment.
- c. Any award relating to any contractual rights to which the **Employee** is entitled.
- d. Any claim in relation to equal pay or the minimum wage employment legislation.

#### 3. Health and Safety Appeals

**We** will pay the **Costs and Expenses** in relation to an appeal against the service of an improvement or prohibition notice, a suspension notice or an order of enforcement under the Health and Safety at Work Act 1974 or the Food Safety Act 1990.

Provided that upon becoming aware of the service of a notice or enforcement order under or in relation to the Health and Safety or Food Safety Acts, the **Insured Person** acts with due diligence in the event of any approach by the Environmental Health Office or the Health and Safety Executive.

**We** will not pay for any claim

- a. Relating to assault or violence, malicious falsehood, the manufacture or dealing in alcohol, illegal drugs, indecent or obscene materials or illegal immigration.
- b. In connection with an offence relating to the proceeds of Crime Acts 2002.

#### 4. Legal Defence

**We** will pay the **Costs and Expenses** for defending an **Insured Person's** rights relating to any

- a. Prosecution in a court of criminal jurisdiction brought or commenced against the **Insured Person** arising out of health and safety at work, occupational hygiene, food safety hygiene, food legality and the supply of safe goods.
- b. Civil action being taken against an **Insured Person** for wrongful arrest in connection with an accusation of theft.
- c. Civil action being taken against an **Insured Person**, but not;
  - i. under legislation for unlawful dismissal on the grounds of race, sex sexual orientation, age, disability or religious belief arising from that person's work as an **Employee**;
  - ii. as a trustee of a pension fund set up for the benefit of **Your Employees**.
- d. Civil action for compensation under section 13 of the Data Protection Act 1998.
- e. Appealing against the refusal of the Information Commissioner to register **Your** application for registration.
- f. An **Insured Person** being served with an enforcement, de-registration or transfer prohibition notice or information notice or special information notice.

**We** will not pay for

## Section 5 – Legal expenses insurance policy

- a. Any costs arising unless **You** have registered with the Data Protection Register or Data Protection Commissioner.
- b. Any claim relating to a Road Traffic Offence.

### 5. Contract Disputes and Debt Recovery

We will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to an agreement or alleged agreement that an **Insured Person** has entered for the buying, selling or hiring in of any goods or services.

Provided that

- i. The amount in dispute exceeds the amount shown in the Certificate of Insurance.
- ii. Any claim for undisputed and unpaid monies is notified to us within 45 days from the date the monies was first due and payable.
- iii. All Your normal credit control procedures have been exhausted or You have made reasonable efforts to recover the monies owed.

## Section 5 – Legal expenses insurance policy

**We** will not pay for

- a. Any claim relating to any land or buildings.
- b. Any claim relating to a lease or licence of any land or buildings.
- c. Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.
- d. Any claim relating to the settlement payable or the cover provided under an insurance policy.
- e. Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.
- f. A contract of employment.
- g. Arbitration arising out of an arbitration clause in any contract.
- h. Computer goods, systems or services.
- i. A breach or alleged breach of professional duty by an **Insured Person**.
- j. The monetary cost of putting right any damage caused or an alteration occasioned by or as a tenant.

### 6. Property Disputes

**We** will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to

- a. An incident, which causes or could cause physical damage to the **Buildings**.
- b. Any unlawful interference of **Your** use or enjoyment or right of the **Buildings**.
- c. The landlord's failure to maintain the **Buildings**.

Provided that the amount in dispute exceeds the amount shown in the Certificate of Insurance.

**We** will not pay for

- a. Any claim relating to an **Insured Person's** previous trade, business, occupation or profession.
- b. Any claim relating to the rent, service and maintenance charges or renewal of a tenancy agreement.
- c. Any claim relating to planning.
- d. Any claim where the **Insured Person** is the landlord of the **Buildings** or is leasing, sub-letting or renting out part of the **Buildings**.
- e. Any claim relating to work done by any government or local authority unless the claim is for accidental physical damage to the home.
- f. Any claim relating to subsidence, heave, landslip, mining or quarrying.

### 7. Court Attendance

For each day that an **Insured Person** is required to attend any court or tribunal at the request of an **Appointed Representative**, **We** will pay the actual loss of the salary or wages of an **Insured Person** for the time off work.

Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

**We** will not pay for any loss incurred before an **Insured Person** makes a claim.

**We** will not pay for any claim where **You** are unable to support **Your** loss.

### 8. Tax Protection

**We** will pay the **Costs and Expenses** for the defence of **Legal Proceedings** relating to

- a. A **Tax Enquiry** or **Cross-Tax Enquiry**.
- b. An investigation by HM Revenue and Customs of **Your** compliance with Pay As You Earn regulations.
- c. An appeal to a VAT tribunal following an assessment by HM Revenue and Customs.

Provided that

- i. **You** have taken reasonable care to ensure that **Your** accounts and tax affairs and records have been properly maintained.
- ii. All returns to HM Revenue and Customs have been completed, are correct and submitted on time.

**We** will not pay for any claim

- a. Relating to **Your** failure to register for VAT.
- b. Arising from a tax avoidance scheme.
- c. Arising from any investigation undertaken by HM Revenue & Customs' Special Investigations unit.

### 9. Licence Protection

**We** will pay the **Costs and Expenses** in relation to an appeal against a statutory licensing authority following an act or omission, which leads to the suspending, revoking, altering the terms of or refusal to renew a statutory licence.

### 10. Personal Injury

**We** will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of any incident causing bodily injury or death to an **Insured Person**.

Provided that the claim is the result of a sudden and specific incident.

**We** will not pay for any claim

- a. Which develops gradually unless it is the result of a sudden and specific event.
- b. Arising from actual or alleged clinical, medical or dental negligence.

## What is NOT Insured

### 1. Prior Claims

Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

### 2. Prior Costs and Expenses

Any costs incurred before a claim is made and any **Costs and Expenses**, which **We** do not authorise.

### 3. Motor Vehicles

Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.

### 4. Dishonesty, Deliberate Acts, Violence and Fraud

Any claim

- a. Involving actual or alleged dishonesty or violence by the **Insured Person**;

## Section 5 – Legal expenses insurance policy

- b. Or statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

### 5. **Judicial Review, Mediation and Arbitration, Marital and Family Disputes Intellectual Property, Libel and Slander, Share Options, Pensions, Date Change and Mortgage Lender**

Any claim directly or indirectly relating to or resulting from

- a. A judicial review.
  - b. Mediation and arbitration.
  - c. Divorce, matrimonial matters, cohabitation, maintenance, custody or access.
  - d. Copyrights(s), trademark(s), merchandise mark(s), registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
  - e. Libel or slander.
  - f. Any share option or pension scheme or policy.
  - g. Any device failing to recognise, interpret or process any date as its true calendar date.
6. Any dispute arising between the **Insured Person** and any agent or mortgage lender.

## Section 5 – Legal expenses insurance policy

### Bankruptcy, Liquidation or Receivership

Any claim where the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **Insured Person's** affairs or property are in the care or control of a receiver or an administrator.

### 7. Other Insurance

Any **Costs and Expenses**, which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

### 8. Fines and Penalties

For fines, damages other penalties or punitive damages, which the **Insured Person** is ordered to pay by a court or other authority, except as provided for under Insured Incident 2. Employment Compensation Awards.

### 9. Disputes with Us

- a. Any claim against **Us**, Financial & Legal Insurance Company Limited or any company or subsidiary of the MSL group of companies.
- b. Any dispute between an **Insured Person** and any domestic partner or family members permanently living with an **Insured Person**.

### 10. War Risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

### 11. Radioactive Contamination and Pressure Waves

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

### 12. Territorial Limits

Any claim

- a. Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man;
- b. Which occurs outside the United Kingdom, the Channel Islands or the Isle of Man;
- c. Where the **Insured Person** permanently lives outside the United Kingdom, the Channel Islands or the Isle of Man.

## Claims Settlement Provisions

### 1. Reasonable Precautions

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts, which will result in a claim.

### 2. When You Must Report a Claim to Us

The **Insured Person** must tell **Us** immediately of any circumstances which may give rise to a claim.

### 3. Acceptance of Claim

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if **Reasonable Prospects** exist and the claim is reported to **Us** immediately after the **Insured Person** becomes aware of circumstances which may give rise to a claim, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**. If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured**

**Person's** own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if Counsel's opinion clearly shows that there are merits in proceeding.

### 4. Conduct of the Claim

- i. **We will be entitled**
  - To have direct contact with the **Appointed Representative**;
  - To take over and conduct in the **Insured Person's** name any claim or **Legal Proceedings** at any a time and negotiate any claim on behalf of the **Insured Person**;
  - To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative**.
- ii. *What the **Insured Person** must do*
  - Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist;
  - Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim;
  - Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Policy;
  - Take all reasonable steps to resolve disputes that otherwise may give rise to a claim;
  - Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court;
  - Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited if **We** request.
- iii. *What the **Insured Person** must not do*
  - Withdraw from any claim or **Legal Proceedings** or withdraw instructions from **Us** without **Our** consent or the consent of the **Appointed Representative**;
  - Pursue a claim in any way against the advice or Instructions from **Us** or the **Appointed Representative**;
  - Incur any **Costs and Expenses** without **Our**

## Section 5 – Legal expenses insurance policy

consent or the consent of the **Appointed Representative**;

- Agree to settle any claim on any basis or reject any offer to settle a claim, without **Our** consent or the consent of the **Appointed Representative**.

## Section 5 – Legal expenses insurance policy

### Please Note

**We** will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in ii. and iii. above.

#### 5. Payment Instead of Pursuing or Defending a Claim

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

#### 6. Legal Proceedings

Any **Legal Proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

#### 7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim. If there is any dispute about the choice of lawyer **We** will ask the president of the relevant national law society to choose a suitable qualified lawyer.

Where the **Insured Person** chooses their own lawyer or other suitably qualified person, **We** will not pay the first 10% of any **Costs and Expenses** charged by the **Insured Person's** own lawyer or other suitably qualified person.

## Conditions

#### 1. Observance of Terms

Anyone making a claim under this Policy must have **Your** permission and observe the terms under this Policy.

#### 2. Cancellation

**You** may cancel this Policy within 14 days of its inception without any premium charge provided that there have been no claims. Thereafter **You** may cancel the Policy at any time however no refund of premium will be available. If **You** cancel the Policy **You** must contact **Your** insurance adviser.

**We** may cancel this Policy at any time provided that **We** give **You** 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in relation to any other claim under the Policy.

Where **We** cancel this Policy no refund of premium will be available. If **We** cancel the Policy **We** will write to **You** at **Your** address shown in **Our** records.

#### 3. Arbitration

Any dispute or difference of any kind between **Us** and an **Insured Person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

#### 4. New Rules

If during the Period of Insurance, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **Our** or **Your** material detriment, **We** reserve the right to amend this Policy to deal appropriately (fairly to both **You** and **Us**) with such changes. In those circumstances **We** will issue an endorsement to this Policy notifying **You** within 21 days of the proposed changes by sending to **You** details of those changes to **Your** last known address. **You** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

#### 5. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

#### 6. Waiver

If **We** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

#### 7. Recoveries

**We** reserve the right, at **Our** own expenses, to take proceedings in the name of the **Insured Person** to recover any payment made under this Policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Policy such **Costs and Expenses** must be immediately repaid to **Us**.

#### 8. Governing Law

This Policy is subject to the law applicable to **Your Business** being registered in the United Kingdom, the Isle of Man or the Channel Islands.

#### 9. Assignment

This insurance is between and binding upon **Us** and **You** and their respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.

## Section 5 – Legal expenses insurance policy

### Financial Services Compensation Scheme

MSL Legal Expenses Limited and Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this Policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

If there is a claim, which is covered by the Policy **We** will then send the **Insured Person** a claim form for completion and return to **Us**.

If the claim is reported to **Us** during the Period of Insurance and is accepted and **Reasonable Prospects** exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an **Appointed Representative** or other suitably qualified representatives to act on behalf of the **Insured Person**.

### Data Protection

**We** take the Data Protection Act seriously and set out below how **We** will look after the information **You** give **Us**.

**We** will only use the information **You** give **Us** for legal purposes and will keep it safe.

**We** will not pass **Your** information on to others or outside the EU unless **We** are obliged to do so for legal or regulatory purposes or for purposes directly related to **You** as a customer.

#### These may include

- Servicing **Your** policies or dealing with claims. This might mean passing information on to solicitors, loss assessors, insurers or other related service providers.
- Where necessary obtaining information about **You** from credit reference agencies (the agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries).
- For the prevention of fraud.
- To check **Your** identity and prevent money laundering.

Under the **Act** **You** can request to see what data **We** hold on **You**, though there may be a charge for this service.

#### Finally

- **We** may send **You** information by letter, email or phone about **Our** other products and services that may be of interest or to carry out research. **You** can opt out of this if **You** wish. Please tell **Us** anytime if **You** wish to do so.
- Be assured **We** won't pass **Your** information to others for them to use in their marketing.

Under this section **We/Us/Our** includes Financial & Legal Insurance Company Limited.

### How to make a Claim and Advice Service 0161 495 4490

If **You** need to contact **Us** or need to make a claim **You** can call **Us** on the above number, email **Us** at [info@msl.co.uk](mailto:info@msl.co.uk) or write to MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.