unicorn
UNDERWRITING

Property Owners Protect Policy Wording

POLICY INFORMATION

The Policy has been prepared in accordance with the instructions given by the **Insured.** It should be read carefully to ensure that it meets your requirements. The **Insurers** acceptance of this risk is based on the information presented to the **Insurers** being a fair representation of the **Business** of the **Insured** including any unusual or special circumstances which increase the risk and any particular concerns which have led the **Insured** to seek this insurance cover

The **Insurers** continued acceptance of this risk is based on any changes from the original information presented being advised and accepted by the **Insurers**

Providing the **Insurers** with inaccurate information or failing to tell the **Insurers** about anything which may increase the risk may invalidate this Policy or lead to claims not being paid or being paid in part only

Material and relevant facts include but are not limited to those shown on the Statement of Fact

If the **Insured** is in any doubt or requires clarification as to what must be declared to the **Insurers** it should be discussed with their Broker Intermediary or Agent

The Policy consists of

a) the introduction which explains the basis on which cover is provided
b) Policy Definitions and Conditions
c) General Exclusions to cover applying to the entire Policy
d) the Sections of the Policy which give details of the cover
e) any Clauses which might apply to the Policy or individual Sections and which incorporate amendments to cover extensions limitations and the like
f) the Schedule which shows details of the **Insured Period of Insurance** the **Business** being covered the Sections insured Limits of Liability and the amounts that the **Insured** will be responsible for
g) the Statement of Fact which is a record of the information provided by the **Insured** to their insurance agent about them and their **Business** upon which the insurance quotation is based
h) the Certificate(s) of Employers Liability Insurance if such Section is insured by this Policy

Immediate notice should be given to the **Insurers** of any changes which may affect the insurance provided by this Policy

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Schedule and/or Statement of Fact which the **Insured** should file with the Policy. The **Insured** should refer to the Schedule and Statement of Fact and the Policy to ascertain precise details of the cover currently in force

INSURERS PROMISE TO THE INSURED

The **Insurers** are committed to treating customers fairly. However the **Insurers** realise that there may be times when things go wrong. The **Insurers** take complaints seriously and aim to resolve all of our customer's problems promptly

If this cover does not meet with your requirements please return all of the documents and any Certificate(s) of Employers Liability Insurance to your Broker Intermediary or Agent who has arranged the cover within 14 days of receipt

If you wish to terminate the cover at any time you should contact the Broker Intermediary or Agent who arranged it and provided there have been no claims the **Insurers** will refund a proportionate part of your premium unless the Public & Products Liability Section has been arranged on a minimum and deposit basis in which case no refund is due in respect of the premium for that Section

HOW TO MAKE A CLAIM

To notify a potential claim under:

Section 1 Property All Risks, Section 2 Loss of Rent or Section 5 Terrorism please immediately contact the Claims Helpline on 0330 094 7089 or email cpschemesclaims.ins@axa-insurance.co.uk . Please quote your AXA Policy Number of RG BDX 7145755
Section 3 Employers Liability or Section 4 Property Owners Liability please immediately contact the Claims Helpline on 0370 900 0867 or email LiabilityClaims.INS@axa-insurance.co.uk . Please quote your AXA Policy Number of RG BDX 7145755
Section 6 Commercial Property Owners Legal Expenses please refer to How to Make a claim in relevant section

HELP AND ASSISTANCE

As a Unicorn Underwriting Limited customer you have access to a website and helplines as described below. These helplines are provided by ARAG plc (ARAG) and are available to you as a part of your Commercial Property Owners Legal Expenses cover.

Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if ARAG's advisors consider that your helpline usage is becoming excessive they will tell you. If following that warning, usage is not reduced to a more reasonable level, they can refuse to accept further calls. ARAG record and monitor calls for training purposes, to improve the quality of the service, to help deal with queries or complaints from you and to prevent and detect fraud and financial crime.

Legal and Tax Advice 0344 571 7978
If you have a legal or tax problem relating to your business, you can call the confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).
We give advice about business-related legal matters, including commercial and residential property letting, within UK, the Isle of Man, Channel Islands and EU law, and tax matters within the UK.
Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

Redundancy assistance 0330 303 1955
Available between 9am and 5pm on weekdays (except bank holidays).
If you are planning redundancies and need extra legal support, ARAG can arrange specialist consultancy assistance for you. Redundancy assistance will help you to implement a fair selection process and ensure that the redundancy notices are correctly served. The service offers document review and telephone or written advice and is subject to a charge.

Executive Suite – Identity Theft Resolution 0333 000 2083
This service is available to the principal, executive officers, directors and partners of the business between 9am and 5pm on weekdays (except bank holidays). This helpline provides telephone advice to help executives keep their personal identity secure. Where identity theft is suspected, specialist caseworkers can help the victim to restore their credit rating and correspond with their card issuer, bank or other parties. Identity theft expenses are insured under Section 6, Part B Insured event 10 c) when your executives use this helpline.

Crisis Communication 0344 571 7964
Following an event that has attracted negative publicity which could affect your business, you can access professional public relations support from ARAG's Crisis communication experts at any time.

In advance of any actual adverse publicity, where possible, initial advice for you to act upon will be provided over the phone. If your circumstances require professional work to be carried out at that time, this helpline can help on a consultancy basis and subject to you paying a fee.
Where an event has led to actual publicity online, in print or broadcast, that could damage your business, you are insured against the costs of crisis communication services under Section 6, Part B Insured event 11 when you use this helpline.

Counselling Assistance 0333 000 2082
Available 24 hours each day, 365 days of the year. Qualified counsellors will provide free confidential support and advice by phone to your employees or their family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem. Calls to this Service will not be recorded.

Landlords' legal services and Business legal services

By choosing a policy with Unicorn Underwriting Limited, you also have free access to business support via www.araglegal.co.uk

Getting started
Register on your first site visit using the voucher codes shown below.
• For Landlords documents, **EC426C378CB8**
• For Business documents, **X1232KC79BB5**
Once you have registered you can access the website at any time to create and securely store your legal documents.

More help?
If you have problems using the website please contact the digital technical support team. Contact details can be found on the website. The digital technical support team cannot give you legal or insurance advice.

USEFUL INFORMATION

Making a complaint
Unicorn Underwriting Limited aim to provide the highest standard of service to every customer. If our services does not meet your expectations, we want to hear about this to put things right

All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

How to complain
If you have a complaint about the service, you have received from your Broker Intermediary or Agent please contact their Complaints Department and they will investigate your complaint accordingly. They will supply a copy of their complaints procedure when contacting them.

If they are unable to resolve your complaint you may refer your complaint to the Financial Ombudsman Service

Should you be unhappy with the service provided by Unicorn Underwriting Limited please contact us by phone on +44 (0)20 7444 9555 or write to us at The Compliance Officer, Unicorn Underwriting Limited, 22 Bishopsgate, London EC2N 4BQ
E-mail: complaints@unicornuw.com
Please quote the Unicorn Policy Number in all correspondence

If your complaint relates to a claim on your policy under Sections 1-5, please contact the AXA department dealing with your claim using the contact details available in your claim documentation. Alternatively, please write to AXA Insurance Commercial complaints, AXA House, 4 Parklands, Lostock, Bolton BL6 4SD
E-mail: commercialcomplaints.ins@axa-insurance.co.uk

Should you be unhappy with the service provided under Section 6 Property Owners Commercial Legal Expenses please contact ARAG on 0344 893 9013 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded) or write to them at ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DWE-mail: customerrelations@arag.co.uk

If we haven't resolved your complaint within 8 weeks or you are unhappy with our final response you may be able to refer your complaint to the Financial Ombudsman Service
The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.
You have six months from the date of our final response to refer your complaint to the Financial Ombudsman Service.
Their address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: **0800 023 4567** or **0300 123 9 123** (from mobile or non BT lines)
E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Making a complaint will not affect your right to take legal action

Details about our Regulator
Unicorn Underwriting Limited is authorised and regulated by the Financial Conduct Authority FRN474137.

Compensation
If we are unable to meet our liabilities to policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme. The level of compensation differs depending on the type of cover:

Compulsory Insurance	Non-compulsory Insurance
100% of the claim	90% of the claim

Further information can be obtained from:
Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY
Telephone 0800 678 1100 or 020 7741 4100 enquiries@fscs.org.uk www.fscs.org.uk

IMPORTANT INFORMATION

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular the **Insured** should be aware of the following

Display of Certificates
The **Insurers** will provide the **Insured** with a Certificate of Employers Liability Insurance and this will state clearly the companies covered by it. The **Insured** must display either an original copy or make available a copy of the Certificate of Employers Liability Insurance in an electronic format at each **Premises** where the **Employees** can see it easily

Retention of Certificates
The Employers Liability (Compulsory Insurance Amendment) Regulations 2008 remove the requirement for the **Insured** to retain copies of Certificates of Employers Liability Insurance that have expired for at least 40 years. However it is still good business practice to retain the certificates because certain claims for example disease could be made many years after the disease is caused and if the insurers cannot be identified the **Insured** could be liable for payments

Using Personal Information
How we treat information about you and your rights under data protection legislation

In order to provide our insurance services, we (Unicorn Underwriting Ltd acting as a Data Controller) will process certain personal information about you. The type of information that we process will depend on our relationship with you. For example, you may be a Unicorn Underwriting Ltd policyholder, prospective policyholder or a third party making a claim under a Unicorn Underwriting Ltd insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are being asked to provide or the kind of claim we are being asked to assess or pay.

Some of the information we process may be classified as 'special category data', which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance,
- providing and administering an insurance policy,
- handling claims including claims validation,
- preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, we will share your information with other companies including insurance companies, third parties such as claims handlers, loss adjusters, reinsurers, fraud prevention agencies, service companies associated with our products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have, please click http://www.unicornuw.com/privacy

AXA Data Protection Notice
AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously.
For details of how they use the personal information they collect from you and your rights, please view their privacy policy at www.axa.co.uk/privacy-policy
If you do not have access to the internet, please contact them or your insurance broker and they will send you a printed copy.

INDEX

	Page No
How to Make a Claim	2
Help and Assistance	2
Useful Information	4
Important Information	5
The Contract of Insurance and the Insurers	7
General Definitions	8
General Conditions	13
General Exclusions	20
Section 1 – Property All Risks	23
Extensions to Section 1	23
Clauses	30
Basis of Settlement	30
Exclusions to Section 1	34
Section 2 – Loss of Rent	37
Cover	37
Basis of Settlement	37
Clauses	37
Extensions	39
Exclusions to Section 2	42
Section 3 – Employers' Liability	43
Section Definition	43
Cover	43
Limit of Indemnity	43
Extensions	43
Exclusions to Section 3	45
Conditions	45
Section 4 – Property Owners Liability	46
Section Definitions	46
Cover	46
Limit of Indemnity	46
Extensions	47
Exclusions to Section 4	51
Conditions	53
Section 5 – Terrorism	55
Section Definitions	55
Cover	56
Extension	56
Exclusions to Section 5	57
Conditions	58
Section 6 – Commercial Property Owners Legal Expenses	60
Section Definitions	60
Privacy Statement	62
Cover	62
Conditions	67
Exclusions to Section 6	69
How to Make a Claim	70

THE CONTRACT OF INSURANCE AND THE INSURERS

This Policy is underwritten by certain **Insurers** and is administered by Unicorn Underwriting Limited in accordance with the authority granted under binding authority agreement(s)

In consideration of payment of the premium the liability of the **Insurers** under this contract is several and not joint with other **Insurers** party to this contract to indemnify the **Insured** within the limits terms conditions and exclusions of this Policy against the events set out in the sections operative and occurring in connection with the **Business** during the **Period of Insurance** and any subsequent period for which the **Insured** pays and the **Insurers** agree to accept a premium

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** is shown below

Although reference is made at various points in this clause to 'this contract' in the singular where circumstances so require this should be read as reference to contracts in the plural

Each **Insurer** is only liable in respect of the cover provided under the Section(s) of this Policy shown against them below and not any other Section

Section	Insurer
Property Owners Commercial Legal Expenses	ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England. Company Number 02585818. ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited. ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.
All other sections	AXA Insurance UK plc Registered in England and Wales No 78950. Registered Office: 20 Gracechurch Street, London EC3V 0BG. A member of the AXA Group of companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The **Insured** has provided information to the **Insurers** which includes but is not limited to the information detailed in the Statement of Fact. The **Insured** agrees that all information provided to the **Insurers** is true and is incorporated in and forms the basis of the Policy

Signed for and on behalf of the **Insurers**



Underwriting Director
Unicorn Underwriting Limited is registered in England and Wales No 6302201
Registered Office: 22 Bishopsgate, London EC2N 4BQ

GENERAL DEFINITIONS

The following words or phrases have the same meaning wherever they appear, in bold, within this Policy.

Abuse
Any illegal or offensive act or omission that results in the maltreatment of a person including acts or omissions of a physical sexual verbal psychological emotional or financial nature

Bodily Injury
a) death injury disease or illness of any person
b) i) mental injury
ii) mental anguish
iii) shock
that results in a recognisable psychiatric injury

Building(s)
The Building or Buildings at the risk address (es) stated in the Schedule including
a) **Landlords Fixtures and Fittings** therein and thereon
b) outbuildings annexes and extensions
c) walls gates fences canopies and signs
d) surfaces and foundations of car parks yards roads pathways and pavements
e) ***Services*** but not where insured under **Landlords Contents** (or where the designation under which such Property appears in the **Insured's** books would require such Property to be insured under **Landlords Contents**)
f) foundations
g) glass including framework alarm strips or fittings and lettering thereon
h) solar panels
i) telecommunication television and radio aerials satellite dishes aerial fittings and masts
j) video audio building management and security systems and equipment
k) **Tenants** improvements
all belonging to the **Insured** or for which the **Insured** is legally responsible

Business
The Business specified in the Schedule conducted solely from within the **Territorial Limits** including the ownership repair and maintenance of the **Premises** including the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse

Communicable Disease
Any disease which can be transmitted by means of any substance or agent from any organism to another organism where
a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property

Compensation
Compensatory damages imposed by law including interest which may be awarded on such damages

Computer Records
All current and backup Computer Records excluding fixed disks and paper records of any description incorporating stored programs and information stored on them belonging to the **Insured** or leased hired or rented to the **Insured** and for which the **Insured** is legally responsible

Computer System(s)
A computer or other equipment or component or system or item which processes stores transmits or receives **Data**

Consequential Loss
Loss resulting from interruption or interference with the **Business** carried on by the **Insured** at the **Premises** in consequence of **Damage**

Cyber Act
An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer Systems**

Cyber Incident
a) any error or omission or series of related errors or omissions involving access to processing of use of or operation of any **Computer Systems**
b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer Systems**

Damage
Physical loss destruction of or damage to the **Property** insured

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

Declared Value
The **Insured's** assessment of the cost of reinstatement of the **Property** insured at the level of costs applying at the inception of the **Period of Insurance** including the extent to which indemnity is provided for
a) the additional cost of reinstatement to comply with Public Authority requirements
b) professional fees
c) removal of debris costs
d) Value Added Tax
e) **Landlords Contents**
ignoring inflationary factors which may operate subsequently

Defined Peril(s)

Fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves **Storm Flood** theft or attempted theft escape of water or oil from any tank apparatus or pipe impact by any road vehicle or animal or any article dropped from a road vehicle

Denial of Service Attack
Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Computer Systems**
Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**

Employee
a) any person under a contract of service or apprenticeship with the **Insured** or
b) any of the following persons whilst working for the **Insured** under their direct supervision and control in connection with the **Business**
    i. any labour master or labour only subcontractor or person supplied by them
    ii. any self-employed person providing labour only
    iii. any trainee or person undergoing work experience
    iv. any voluntary helper
    v. any person who is hired to or borrowed by the **Insured**

Excess
The amount for which the **Insured** is responsible for each and every claim or loss as specified in the Schedule or in the Policy

Flood
a) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal drain or dam
b) inundation from the sea

c) inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building whether resulting from storm or not

Fungal Pathogens
Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould mildew mycotoxins spores or any biogenic aerosols

Hacking
Unauthorised access to any **Computer Systems** whether the property of the **Insured** or not

Indemnity Period
The period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** as stated in the Schedule afterwards during which the results of the **Business** shall be affected in consequence of the **Damage**

Injury
a) **Bodily Injury**
b) false arrest wrongful detention or false imprisonment or malicious prosecution of any person
c) wrongful entry or eviction or other invasion of the right of private occupancy

Insured
The person persons or company named in the Schedule including subsidiary companies notified to and agreed as accepted by the **Insurers**

Insurer(s)
The **Insurers** as set out in the section of the Policy headed The Contract of Insurance and the Insurer

Landlords Contents
The contents of the **Buildings** used in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally responsible including furniture carpets furnishings and all other property belonging to the **Insured** or for which the **Insured** is legally responsible whilst contained in the common parts of the **Buildings** or parts of the **Buildings** under the direct control of the Insured including
a) **Landlords Contents** in the open subject to a maximum of £500 any one loss
b) Paintings prints works of art subject to a maximum of £500 any one item for any one loss
c) **Money** subject to a maximum of £500 any one loss
but excluding
i. any property more specifically insured
ii. **Computers** and **Computer Records**
iii. Stock and materials in trade
iv. property belonging to any **Tenant** for which the **Insured** is not responsible
v. credit cards securities of any description jewellery curiosities or rare books
vi. mobile devices where the sole or primary function of the item is to send and receive telephone calls and SMS messages

Landlords Fixtures & Fittings
a) built in furniture and domestic built-in appliances
b) fixed pipes tanks fires central heating equipment boilers or storage heaters

Maximum Indemnity Period
The number of Months stated in the Schedule as applying to the **Indemnity Period**

Media
Any material on which **Data** or **Programs** are recorded

Money
Cash bank currency notes uncrossed cheques uncrossed postal orders and money orders unused postage stamps National Insurance stamps trading stamps luncheon vouchers lottery and other prize scratch cards utility vouchers top up cards mobile phone vouchers and International Phone Cards held in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally liable

Offshore Installation

a) any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
b) any installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
c) any pipe or system of pipes in the sea or tidal waters
d) any accommodation installation for persons who work on or from the locations specified above

Period of Insurance

Period from the start date to the expiry date of cover shown in the policy schedule

Phishing

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

Physical Injury

Bodily injury by external violent and visible means sustained by the **Insured** or **Employee** in the course of the **Business** where such injury arises directly from assault

Pollution or Contamination

a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
b) all **Injury** loss or **Damage** directly or indirectly caused by such Pollution or Contamination

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Premises

The **Buildings** and the land inside the boundaries at the risk address stated in the Schedule

Principal

Any person firm company ministry or authority for whom the **Insured** is undertaking work

Products Supplied

Any goods or other property including containers packaging labelling and instructions for use sold supplied delivered erected repaired serviced altered treated installed processed manufactured or tested by the **Insured** in connection with the **Business**

Program

A sequence of instructions given to a computer that is either purchased or written on a custom basis owned leased or rented by the Named Insured or for which the **Insured** is legally responsible

Property

Buildings Landlord Contents and in respect of Section 1 of the Policy such other items to which cover is expressly extended in Section 1 of the Policy or Schedule

The **Insurers** agree to accept the classification under which any Property has been entered in the books of the **Insured**

Rent Receivable

The money paid or payable to the **Insured** by tenants or lessees for accommodation and services provided in the course of the **Business** at the **Premises**

Sanitary Ware

Wash basins lavatory pans or other sanitary fittings at the **Premises**

Services

Above ground and underground telephone gas water and electric installations fixed oil and diesel fuel tanks fixed liquefied petroleum gas tanks septic tanks cess pits drains sewers piping ducting cables wires fibre optic or integrated services digital network lines and associated control gear and accessories on the **Premises** and extending to the public mains but only to the extent of the **Insured's** responsibility

Standard Rent Receivable

The **Rent Receivable** during the period immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

Storm

Storm excluding damage by **Flood**

Tenant(s)
The tenant or lessee(s) of any **Building**

Terrorism
In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's Government in the United Kingdom or any other government de jure or de facto.
In Northern Ireland: An act including, but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

Territorial Limits
Great Britain Northern Ireland the Isle of Man or the Channel Islands

Unoccupied
Any **Building** that is wholly unoccupied more than 50% unoccupied disused or not in active use by the **Insured** or any of the **Insured's Tenants** for more than 60 consecutive days

Virus or Similar Mechanism
Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems, Data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes, but is not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

GENERAL CONDITIONS

The following general conditions apply to the whole of this Policy.

1. Misrepresentation and Fair Presentation
   The **Insured** and anyone representing the **Insured** have a duty to provide a fair presentation of the risk A fair presentation is one which in a reasonably clear and accessible manner provides the material facts which the **Insured** knows or ought to know following a reasonable search Failing that the information provided must be sufficient to warn the **Insurers** that additional enquiries must be made to fully understand the risk The information provided must be substantially correct complete and made in good faith

   If the **Insured** or anyone representing the **Insured**

   a) provides the Broker Intermediary or Agent who arranged the Policy or the **Insurers** with misleading incomplete or incorrect information when applying for amending or renewing this insurance
   b) deliberately and/or recklessly withholds information or misleads the Broker Intermediary or Agent who arranged the Policy or the **Insurers** in order to obtain cover or gain a cheaper premium or more favourable terms
   c) provides the Broker Intermediary or Agent who arranged the Policy or the **Insurers** with false documents

   The **Insurers** may

   a) amend the **Insured's** Policy to record the correct information
   b) apply different terms (not relating to a higher premium) effective from the date of the misrepresentation. In which event the **Insured's** Policy will be amended to record the correct information and terms
   c) reduce proportionately the amount to be paid on a claim, where different terms relating to a higher premium would have been applied. In which event the **Insured** shall be considered as being their own insurer for the difference and shall bear a rateable share of a claim
   d) cancel the **Insured's** Policy in accordance with General Condition 6. Cancellation
   e) void the **Insured**'s Policy and treat it as if it had never existed and return the premium paid other than in circumstances of
      i. deliberate and/or reckless misrepresentation where no premium shall be returned by the **Insurers**
      ii. where the **Insured** has made claims under the Policy then
         a. any sums that have been paid by way of benefit under the Policy will be deducted from any return premium due to the **Insured** or
         b. in the event that the premium paid does not exceed the sums paid by way of benefit under the Policy the **Insured** will be responsible for reimbursing the **Insurers** the difference
   f) in addition to voiding the **Insured's** Policy the **Insurers** may also void any other policies which the **Insured** has with the **Insurers**. The premium paid for such policies will be returned other than in circumstances where
      i. deliberate and/or reckless misrepresentation has also occurred on these policies, in which event, no premium shall be returned by the **Insurers**
      ii. claims have also been made on these policies, in which event
         a. any sums that have been paid by way of benefit under the Policy will be deducted from any return premium due to the **Insured** or
         b. in the event that the premium paid does not exceed the sums paid by way of benefit under the Policy the **Insured** will be responsible for reimbursing the **Insurers** the difference

2. Fraud
   If the **Insured** or anyone representing the **Insured**
   a) makes a fraudulent payment by bank account and/or card
   b) provides the Broker Intermediary or Agent who arranged the Policy or the **Insurers** with false documents or false statements to support a claim
   c) makes a claim or part of any claim that is fraudulent false or exaggerated

   The **Insurers** may

   a) cancel the **Insured's** Policy and not return any premium paid by the **Insured** in accordance with General Condition 6. Cancellation
   b) reject a claim or reduce the amount of payment that would have been paid

c) recover from the **Insured** any sums paid by way of benefit under the Policy in respect of any claim or part of any claim that is fraudulent, false or exaggerated
d) pass details to fraud prevention and law enforcement agencies who may access and use this information

3. Reasonable Care
The **Insured** shall
a) take all reasonable precautions to prevent or diminish loss destruction damage or injury take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
b) exercise care in the selection and supervision of **Employees**
c) maintain all **Buildings** ways works machinery and plant in sound condition

As soon as possible after discovery of any defect or danger the **Insured** shall cause such defect or danger to be
made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

4. Alteration
This Policy shall cease to be in force from the date of the alteration if
a) any alteration is made either in the **Business** or at the **Premises** or to any **Property** insured after the commencement of the insurance that increases the risk of loss destruction damage or injury or
b) the **Insured's** interest ceases except by will or operation of law or
c) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued or
d) the **Premises** becomes unoccupied
unless the **Insurers** have agreed in writing to accept such alteration

5. Payment of Premium
It is a condition that
a) the premium for the Policy or any endorsement attaching to the Policy shall be paid when due
b) if the premium for the Policy or endorsement is payable by instalments then
    i. each instalment shall be paid when due or
    ii. where a notice has been issued requiring the outstanding amount must be paid by a specific date then such payment is made by that date

6. Cancellation
a) Cancellation by the **Insured**
    i. Cooling off cancellation rights
    The **Insured** has the right to cancel the insurance from inception within 14 days of the receipt of the documents at the start of the insurance or within 14 days of the start of the insurance whichever is later ("the cooling off period") if the cover does not meet their requirements by returning all documents and any certificate to the Broker Intermediary or Agent who arranged the Policy
    The **Insurers** shall return any premium paid in full within 30 days of the receipt of the notice of cancellation from the Broker Intermediary or Agent if the cover is cancelled either
        a. before the inception date or
        b. within the 14 day cooling off period provided that no claim has been made or incident advised that could give rise to a claim
    in these circumstances no return of premium will be made

    ii. Cancelling the Policy after the cooling off period
    The **Insured** may cancel the insurance at any other time by contacting the Broker Intermediary or Agent who arranged the Policy
    On receipt of the notification from the Broker Intermediary or Agent the **Insurers** will cancel the Policy and provide a proportionate return of the premium in respect of the unexpired **Period of Insurance** provided that no claim has been made or incident advised that could give rise to a claim in these circumstances no return of premium will be made

b) Cancellation by the **Insurers**

i. Non-payment of Premium

If the **Insurers** have not received the premium in accordance with the terms of General Condition 5. Payment of Premium the **Insurers** will cancel the Policy by giving 7 days' notice in writing by letter to the **Insured** at the **Insured's** last known address

The insurance will end immediately when the 7 days' notice runs out

If the **Insured** has just incepted the Policy or renewed the Policy with the **Insurers** and the premium is unpaid then the **Insurers** will cancel the insurance from the inception or renewal date

ii. Cancellation for any other reason

The **Insurers** may cancel the Policy or any section or endorsement by giving 30 days' notice in writing by letter to the **Insured** at the **Insured's** last known address

The **Insurers** do not have to give a reason for the cancellation although valid reasons for doing so may include but are not limited to the following

a. the **Insured** has not provided to the Broker Intermediary or Agent the information or documents the **Insurers** have requested as part of the terms and conditions in providing the insurance
b. the **Insured** has not met the terms and conditions contained in this document of insurance including those shown on their Schedule
c. where the **Insured** does not comply with any of the different Policy terms and conditions imposed by the **Insurers** as a result of the identification of misrepresentation as detailed in General Condition 1. Misrepresentation and Fair Presentation
d. where an alteration is made to the **Business** the **Premises** or the **Property** or where the **Insured's** interest ceases unless agreed by the **Insurers** as detailed in General Condition 4. Alteration
e. where the survey arranged by the **Insurers** has identified additional risks which were not evident to the **Insurers** prior to the survey or where the **Insured** have not complied with the **Insurers** acceptance criteria nor with the timely completion of any risk improvements as detailed in General Condition 16. Subject to Survey
f. The **Insured** has behaved in a manner that makes it inappropriate for the **Insurers** to continue the insurance, e.g. the **Insured** harassing or showing abusive or threatening behaviour towards the **Insurers** staff or the **Insurers** appointed representatives

The insurance will end immediately when the 30 days' notice runs out

If the **Insured** has just incepted the Policy or renewed the Policy with the **Insurers** and the premium is unpaid then the **Insurers** will cancel the insurance from the inception or renewal date

The **Insurers** will provide a proportionate return of premium in respect of the unexpired **Period of Insurance** of the Policy or Section other than in circumstances listed below

1. where the **Insurers** identifies fraud as detailed in General Condition 2. Fraud
2. where a claim has been made or incident advised that could give rise to a claim in these circumstances no premium shall be returned by the **Insurers**

7. Claims - Action by the **Insured**

Special Definition

Letter of Claim or **Claim Notification Form** where used in this condition means any written communication indicating an intention to claim against the **Insured** that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the injury or damage sustained and as defined in any protocols issued under the Civil Procedure Rules (or any amendments or supervening legislation)

i) If circumstances should exist which may give rise to a claim under this Policy or on the happening of any Event the **Insured** shall as soon as possible give notice thereof to the **Insurers** in writing

ii) Subject to the provisions set out in sub paragraph (g) below in respect of third party liability claims the **Insured** shall acknowledge and provide a response as required in accordance with and within the time period fixed for that purpose in the relevant pre-action protocol issued under the Civil Procedure Rules and shall promptly forward a copy of the **Letter of Claim** or **Claim Notification Form** and any such response to the **Insurers**

Following receipt by the **Insured** of a pre-action **Letter of Claim** or **Claim Notification Form** in addition to the above the **Insured** shall as soon as possible provide to the **Insurers** copies of all documents records and minutes of meetings necessary to consider the claim fully The **Insured** shall also give to the **Insurers** all such proofs and information with respect to any claim as the **Insurers** may require

together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto

iii) The **Insured** shall immediately forward every service of writ summons or claim form impending prosecution notice requiring arbitration notice of an inquest or fatal accident inquiry in connection with any such circumstance or Event aforesaid to the **Insurers** unacknowledged

iv) Other than as prescribed in (b)
   (i) within seven days in the case of **Damage** caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons or
   (ii) within thirty days in the case of any other circumstance or Event aforesaid
   or such further time as the **Insurers** may in writing allow the **Insured** shall give full particulars of the **Damage** circumstance or Event

v) The **Insured** if required by the **Insurers** shall attend all proceedings and assist the **Insurers** in the giving of evidence and the attendance of witnesses and shall give the **Insurers** all information and assistance and do and concur in doing whatever the **Insurers** may require in connection with any circumstance event or claim

vi) The **Insured** shall bear its own costs and expenses under this Condition save to the extent that specific cover is provided within the Policy

vii) No admission offer promise payment or indemnity shall be made or given by or on behalf of the **Insured** without the written consent of the **Insurers**

8. Claims - Rights of the Insurers

The **Insurers** shall

a) be entitled at any stage to take over the defence or settlement of any claim made upon the **Insured** by any other party and to prosecute for their own benefit any claim for indemnity or compensation against any other persons in respect of any event insured by the Policy and at no cost to the **Insurers** the **Insured** shall give all assistance as may be reasonably required by the **Insurers**

b) have the right to enter the **Premises** where the **Damage** has occurred and to keep possession of any **Property** insured without thereby incurring any liability or diminishing any of the **Insurers** rights under the Policy and to deal with the salvage in a reasonable manner but the **Insured** shall not be entitled to abandon any **Property** to the **Insurers**

c) at their option indemnify the **Insured** by payment reinstatement replacement or repair in respect of any **Property** lost or damaged or part thereof. If the **Insurers** elect to reinstate or replace any **Property** they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon

9. Conditions

Every Condition to which the Policy or any part thereof is or may be subject shall from the time the Condition attaches apply and continue to be in force during the whole currency of the Policy and non-compliance with any such Condition insofar as it increases the risk of loss destruction or damage shall be a bar to any claim in respect of such loss destruction or damage provided that whenever the Policy is renewed a claim in respect of loss destruction or damage occurring during the renewal period shall not be barred by reason of a Condition not having been complied with any time before the commencement of such period

10. Contribution in respect of Sections 1 and 2

If in the event of **Damage** or liability under the Policy there shall be in force any other insurance effected by or on behalf of the **Insured** providing cover against such a claim

a) the liability of the **Insurers** shall be limited to their rateable proportion of such a claim

b) but which is subject to any provision excluding it from ranking concurrently with the Policy either in whole or in part or from contributing rateably to the claim then the liability of the **Insurers** shall be limited to such proportion of the claim as the Sum Insured bears to the value of the **Property**

11. Arbitration

If any difference shall arise between the **Insurers** and the **Insured** as to the amount to be paid under this Policy (liability being otherwise admitted) such difference (provided it does not concern the interpretation of the terms of the Policy) shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force

Where any difference is referred to arbitration the making of an award shall be a prerequisite to any right of action against the **Insurers**

12. Claims Co-operation
The **Insured** will provide all help and assistance and co-operation required by the **Insurers** and/or their appointed representatives in connection with any claim

13. Law Applicable
The **Insured** and the **Insurer** can choose the law which applies to this Policy. The **Insurer** proposes that the Law of England and Wales apply. Unless the **Insurer** and the **Insured** agree otherwise, the Law of England and Wales will apply to this Policy

14. Observance of terms
Insured shall observe the terms of the Policy so far as they relate to anything to be done or complied with

15. Legal Representatives
In the event of the death of the **Insured** the **Insurers** will indemnify the **Insured's** legal personal representatives in respect of liability at law previously incurred by the **Insured** provided they observe fulfil and be subject to the terms conditions and limitations of the Policy to the extent that they can apply

16. Subject to Survey
If any insurance by the Policy either at inception or subsequent renewal has been granted subject to the completion of a survey of the **Premises** or if during the **Period of Insurance** following notification of a claim or an alteration to the **Business** or the **Premises** or to any **Property** under the Policy the **Insurers** require a survey
    a) then pending completion of such survey the terms conditions exclusions and limits as specified in the Policy and Schedule shall apply
    b) if following completion of the survey and in the opinion of the **Insurers** this has identified additional risks which
    were not evident to the **Insurers** prior to the survey then the **Insurers** reserve the right to alter or amend the terms and conditions of the Policy or to suspend or withdraw cover immediately
    c) the continuation of cover after the survey by the **Insurers** shall be subject to the **Insured** complying with the **Insurers** acceptance criteria and the completion of any risk improvements required within the time frame agreed with the **Insurers** otherwise the **Insurers** may at their option invoke General Condition 6. Cancellation

17. Limit of Indemnity
All the Sums Insured Limits of Indemnity and any other restrictions on the amount of the **Insurers** liability stated in the Policy shall apply as maximum limits to the **Insurers** liability irrespective of the number of persons entitled to indemnity under the Policy
For the purposes of the Sums Insured Limits of Indemnity and any other restrictions on the amount of the **Insurers** liability the **Insured** and all other persons entitled to be indemnified under the Policy shall be treated as one party or legal entity so that there shall be only a single contract of insurance between the **Insurers** as one party and the **Insured** and all other persons entitled to be indemnified as the other party

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

19. Assignment
The **Insured** shall not assign or transfer their rights under the Policy without the written agreement of the **Insurers**

20. Insureds Contribution
Where stated in the Schedule the **Insured** shall be responsible for paying an **Excess** in relation to each claim made by the **Insured** under this Policy

21. Abuse
In so far as indemnity is provided under Section 4 Property Owners Liability in respect of any legal liability or prosecution defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or

in any way related to **Abuse** it is understood and agreed that

a) any of the specified amounts detailed in the Schedule as limits of indemnity or the amount of any other limit stated in the Policy shall (where not already so stated) be the total amount payable in the aggregate in respect of all claims during any one **Period of Insurance** and which amount shall be inclusive of all claimants' and defence costs and expenses and prosecution defence costs and expenses to the extent indemnified for

b) where legal liability is not attributable to a single identifiable event that occurs at a single fixed time and place then for the purpose of what constitutes one claim in respect of the provision of indemnity under this Policy all occurrences of **Abuse** suffered by any individual Third Party claimant committed during the **Period of Insurance** shall be considered individually as one claim

c) for the purposes of this condition the reference to **Period of Insurance** in paragraphs a) and b) above shall include any period prior to the **Period of Insurance** where the insurance is subject to a retroactive date provision which relates to a period prior to the **Period of Insurance** during which any act or omission giving rise to indemnity under the insurance may have been committed

d) the insurance provided by the Section 4 Property Owners Liability shall not indemnify

   i. any medical or dental practitioner whomsoever or

   ii. any other person who is an **Insured** against any legal liability or prosecution defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related to **Abuse** committed by that individual person which is

      a) dishonest or criminal or fraudulent or

      b) the result of deliberate wrongdoing or recklessness

   Indemnity shall continue to apply in respect of the **Insured's** vicarious liability for such acts of another person but not where **Abuse** arises out of acts or omissions authorised by the **Insured** or at the request of or with the approval of the **Insured** where such authorisation request or approval is dishonest or criminal or fraudulent or results from deliberate wrongdoing or recklessness

e) where indemnity is provided to indemnify the **Insured** for their vicarious liability for the acts of the person or persons committing such **Abuse** it is hereby noted and agreed with regard to the application of General Condition 23 Subrogation that the **Insurers** shall exercise such rights against any **Employee** committing such **Abuse** which is dishonest or criminal or fraudulent or the result of deliberate wrongdoing or recklessness

22. Sanctions

This Policy shall not be deemed to provide cover nor shall the **Insurers** have any liability to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose the **Insurers** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

23. Subrogation

The **Insurers** shall be subrogated to all of the **Insured's** rights of recovery against any person or organisation before or after any claims payment under this insurance and the **Insured** shall provide all relevant information and assistance in this regard Any recovery made shall be applied first to the **Insurers** outlay and then to the **Insured's Excess** in priority to any outstanding uninsured loss of the I**nsured** in the absence of agreement to the contrary

The **Insurers** shall not exercise such rights against any **Employee** unless the claim in question has been brought about or contributed to by the dishonest fraudulent criminal or malicious act error or omission of that **Employee**

24. Jurisdiction

Any indemnity provided by this Policy in respect of legal liability to pay **Compensation** (including claimants costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part)

Provided that the indemnity provided by the Section 3 Employers' Liability where operative will not apply to any action for **Compensation** brought against the **Insured** in any court outside the European Union

25. Premium Adjustment

Where the premium for the Policy or any Policy Section is subject to a premium adjustment the **Insured** shall within one month of the expiry of the **Period of Insurance** forward to the **Insurers** such information as the **Insurers** may require. The **Insurers** shall thereupon adjust the premium subject to any minimum premium specified by the **Insurers**

26. Unoccupied Buildings

When any **Building** or portion thereof becomes **Unoccupied**

a) the **Insured** must give immediate notice in writing to the **Insurers** of such unoccupancy and when any **Building** or portion thereof becomes re-occupied

b) Damage caused by Storm Flood Escape of Water Theft or Attempted Theft or Accidental Damage is excluded in respect of **Unoccupied** buildings or **Unoccupied** portions of buildings

c) the **Insured** or their authorised representative will

   i. ensure all the main services are turned off or disconnected (except the electricity supply to maintain any fire or intruder alarm system) to that portion of the **Premises** which are **Unoccupied** or

   ii. as an alternative to c) i. above leave the main services turned on to keep the central heating system working at a minimum temperature of 5°c during the period 1st October to 1st April each year always provided that outside this period condition c) i. will apply

   iii. carry out a thorough inspection of the **Premises** on at least a weekly basis and carry out immediately any work necessary to maintain the security of the **Premises**

   iv. remove all refuse and waste materials from the **Premises** following such inspection

   v. maintain a written record of such inspections

   vi. ensure the **Premises** are secured against unlawful entry

Special Provision

Where the **Insured** or their authorised representative comply with paragraph c) ii. of this condition during the period from 1st October to 1st April each year the **Insurers** will not apply Section 1 - Property All Risks exclusion 10 from any automatic sprinkler installations (where shown as operative in the Schedule)

27. Contractors

The **Insured** must notify the **Insurer** as soon as they become aware of the **Building(s)** or portion thereof of **Building(s)** being occupied by contractors for renovation alteration or conversion purposes

GENERAL EXCLUSIONS

The **Insurers** shall not be liable

1. War and Allied Risks/Dispossession of Property/Radioactive Contamination
in respect of any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of
   a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power except to the extent stated in the Special Provision Section 3 Employers' Liability below
   b) permanent or temporary dispossession of any property resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority except to the extent stated in the Special Provision Section 3 Employers' Liability below
   c)
      i. ionising radiations or contamination by radioactivity from any nuclear fuel nuclear waste from the combustion of nuclear fuel radioisotopes or any other nuclear or radioactive material
      ii. buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel radioisotopes or any other nuclear or radioactive material
      iii. transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes or any other nuclear or radioactive material
      iv. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly
      v. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

   but in respect of **Injury** sustained by an **Employee** this exclusion 1(c) shall apply only when the **Insured** under a contract or agreement has undertaken either to indemnify another party or to assume the liability of another party in respect of such **Injury**

   Special Provision Section 3 Employers' Liability

   Subject otherwise to the terms of the Policy

   (a) General Exclusion 1(a) shall not apply and indemnity shall continue to operate to the extent provided for as follows
   the insurance provided under Section 3 Employers' Liability where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies and in this regard the amount of the Limit of Indemnity inclusive of all claimants' and defence costs and expenses payable under Cover clause – Claimants' Costs and Expenses Cover clause – Defence Costs and Expenses and Extension to Section Health and Safety at Work Act Legal Defence Costs as stated in the Employers' Liability Section shall only be for the minimum amount required by such relevant law (and accordingly reduced to such amount where the amount of the Limit of Indemnity stated in the Employers' Liability Section is higher)

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

2. Property Coverages – Riot or Civil Commotion and (except for damage or interruption to the **Business** caused by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland
under
   a) Section 1 Property All Risks
   b) Section 2 Loss of Rent
in respect of any loss destruction or damage in Northern Ireland directly or indirectly caused or occasioned by or happening through or in consequence of civil commotion

3. Property Coverages - Terrorism

loss destruction or damage or cost or expense of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of **Terrorism** or any action taken in controlling preventing suppressing or in any way relating to **Terrorism** other than in respect of loss destruction or damage in England and Wales and Scotland to the extent provided for in Section 5 Terrorism of this Policy where operative In any action suit or other proceedings where the Insurers alleges that by reason of this exclusion any loss destruction or damage or cost or expense of whatsoever nature is not covered by this Policy the burden of proving that such loss destruction or damage or cost or expense is covered shall be upon the Insured

This exclusion shall not apply to:
Section 3 – Property Owners Liability
Section 4 - Employers' Liability

Provided that in respect of Terrorism under:
Section 3 – Property Owners Liability the **Insurers** liability under this Section in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause and during any **Period of Insurance** in respect of **Products Supplied** shall not exceed £5m
Section 4 – Employers Liability the **Insurers** liability under this Section for Compensation for **Bodily Injury** in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause inclusive of all claimant's and defence costs and expenses shall not exceed £5m or the limit of indemnity in the schedule whichever is the lower

4. Punitive and other Non - Compensatory Damages

in respect of

a) exemplary damages
b) punitive damages
c) aggravated damages
d) liquidated damages or damages by way of penalty or fine
e) the multiplied portion of any compensatory damage award or any payment similar in nature to (a) (b) (c) or (d) above

5. Date Recognition

Loss damage cost or expense resulting from directly or indirectly caused by contributed to or arising from the failure of equipment (including any **Computer System**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date but

a) in respect of Section 1 and Section 2 this shall not exclude subsequent **Damage** resulting from a **Defined Peril** not otherwise excluded
b) this exclusion shall not apply to Section 3

6. Marine Policies

Damage to **Property** which at the time of the happening of the **Damage** is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Policy not been effected

7. Cyber

Any loss damage cost or expense directly or indirectly caused by contributed to by arising from occasioned by or resulting from

a) any **Cyber Act** including but not limited to **Hacking Phishing Denial of Service Attack** or the transportation of any **Virus or Similar Mechanism**
b) any **Cyber Incident**

This exclusion shall not apply to claims for **Damage** resulting from fire lightning explosion aircraft or other aerial devices or articles dropped from them covered by this Policy

8. Illegal Deliberate and Criminal Activities

Damage or **Consequential Loss** of whatsoever nature or liability for damages attaching to the **Insured** or any associated costs relating thereto arising directly or indirectly from

a) damage or liability caused as a result of the **Premises** being used for illegal activities by the **Insured** or any **Tenant**
b) criminal acts by the **Insured** or any **Tenant**

c) deliberate acts by the **Insured**

other than the cover for **Damage** provided for by Extension 32 - Illegal Cultivation of Drugs to Section 1 – Property All Risks of this policy

9. Disease

Notwithstanding any provision to the contrary within this Policy this Policy excludes loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by or contributed to by resulting from arising out of or in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto

This exclusion does not apply to physical loss **Damage** or destruction to property insured under this Policy where such physical loss **Damage** or destruction arises from a **Defined Peril**

SECTION 1 - PROPERTY ALL RISKS

Cover

In the event of **Damage** to **Property** insured at the **Premises** during the **Period of Insurance** the **Insurers** will indemnify the **Insured** for the loss or amount of **Damage** or at its option replace or reinstate such **Property** in accordance with the provisions of the Policy and provided that during the **Period of Insurance** the liability of the **Insurers** under this Section shall not exceed the lesser of the Sum Insured or Limit stated in the Policy or Schedule in respect of any item at the time of **Damage**

Extensions to Section 1

All terms exclusions and conditions under Section 1 apply to these Extensions in addition to those shown below as applying to each Extension

1. Alternative Residential Accommodation
   The **Insurers** will indemnify the **Insured** for costs of reasonable alternative accommodation for the **Insured** and the **Insured's** tenants at the **Premises** and temporary storage of such **Tenants'** furniture while the residential portion of the **Damaged Buildings** cannot be lived in or access is denied as a direct result of **Damage** but only to the extent any such costs are incurred by the **Insured** in accordance with the terms of the **Insured's** lease.

   This cover will only apply where the **Insurers** have made a payment or accepted liability under this Section in respect of the same **Damage.**

   The **Insurers** liability under this extension is limited to 20% of the **Buildings** sum insured on the **Damaged Building** in addition to the **Buildings** sum insured that has been **Damaged** for a maximum period of 24 months from the date of **Damage.**

   For the purposes of this cover the meaning of the **Insured** will be: The person(s), firm, company, or organisation shown in the Schedule as the Insured and the freeholder and the long leaseholder.

2. Bailors' Goods
   The **Insurers** will indemnify the **Insured** in respect of **Damage** to bailors' goods for which the **Insured** is responsible in connection with the **Business** in so far as such goods are not otherwise insured subject to a maximum of £10,000 for any one loss
   The **Insurers** will only indemnify the **Insured** in respect of **Damage** where
   a) the goods are stored in a secure building within the **Territorial Limits**
   b) an inventory signed by the **Insured** has been issued to the **Tenant** as soon as the bailors' goods are taken into the **Insured's** custody
   c) the bailors' goods are inspected at least every seven days
   The **Insurers** shall not indemnify the **Insured** in respect of
   i. theft or attempted theft not involving entry into or exit from the building where the bailors' goods are being stored by forcible and violent means
   ii. loss by theft or any attempted theft of gold silver precious stones precious metals bullion furs curiosities works of art rare books jewellery or money
   iii. damage to
      i. audio and visual equipment computer equipment cameras
      ii. cigarettes cigars tobacco wines and spirits
   iv. unaccountable losses Basis of Settlement Clause 2 – Property Insured – Reinstatement shall not apply to any **Property** insured by this extension

3. Clearing of Drains
   The **Insurers** will indemnify the **Insured** for the costs and expenses incurred in cleaning clearing or repairing drains gutters or sewers at the **Premises** as a consequence of **Damage** but only to the extent of the **Insured's** responsibility subject to a maximum of £25,000 for any one loss

4. Contractors Interest
Where the **Insured** is required to effect insurance on the **Buildings** insured in joint names of the **Insured** and the contractor under the terms of a contract condition then the interest of the contractor in the **Buildings** insured as joint Insured is hereby noted

The **Insured** must provide the **Insurers** with details of any single contract valued in excess of £50,000 prior to work commencing and pay an additional premium if required

5. Contract Works
The **Insurer** will cover the Insured for contract works undertaken on any **Building(s)** in the performance of any contract where the **Insured** are responsible for arranging insurance cover under the terms of the contract.
The **Insurers** shall not indemnify the **Insured**
a) where a more specific insurance policy is in force
b) for the first £500 in respect of each and every loss

The **Insurer's** liability under this extension shall not exceed £50,000 in any one **Period of Insurance**

For the purposes of this extension Contract Works includes temporary or permanent works completed or to be completed by or on behalf of the **Insured** at the **Premises**

6. Emergency Access
The **Insurers** will indemnify the **Insured** for the costs incurred following **Damage** to the **Buildings** caused by the emergency services or persons acting under their control in gaining access to the **Buildings** as a result of concern for the welfare of the **Tenant(s)** or to combat **Damage** to the **Premises** subject to an aggregate maximum of £10,000 in any one **Period of Insurance**
This extension shall not include any costs incurred following **Damage** caused by the Police in the course of a criminal investigation or as a result of unlawful activities at the **Premises**

7. Environmental Improvement
The **Insurers** will indemnify the **Insured** in respect of losses over £10,000 for the additional costs incurred with the consent of the **Insurers** in rebuilding or repairing **Buildings** at the **Premises** in a manner that is intended to reduce potential harm to the environment by improving energy efficiency following **Damage**
The aggregate maximum the **Insurers** will pay under this extension in any one **Period of Insurance** is
a) an additional 5% of the amount the Insurer has paid or agreed to pay in respect of the claim for Buildings after the application of all other terms and conditions of the Policy or
b) £2,500 whichever is the lower
The **Insurers** shall not indemnify the **Insured** under this extension in respect of
i. any additional costs of complying with any European Union legislation Act of Parliament or byelaws of any public authority
ii. any additional costs for work the **Insured** had already planned to be carried out prior to the **Damage**
iii. any additional costs for replacing undamaged **Property**
iv. any **Buildings** or portion of a **Building** which are **Unoccupied**
v. where the **Insured** elects not to rebuild or repair the **Building**

8. Eviction of Squatters
The **Insurers** will indemnity the **Insured** for legal costs and expenses payable to a lawyer or other suitably qualified person appointed to act for the **Insured** with the **Insurers** prior written consent in a civil action to evict any person from a **Building** who is occupying the **Building** without the **Insured's** permission
Provided that
a) any civil action must be commenced in a court or other body having legal authority agreed to by the **Insurers** within the **Territorial Limits**
b) this extension shall not apply in respect of
   i. any cause of the action arising within 90 days of the Inception Date of
   ii. any cause of action involving the **Insured's Tenant**
   iii. any costs and expenses which are otherwise insured
c) the **Insurers** liability under this extension is limited to the £5,000 in any one **Period of Insurance**

9. Failure of Third Party Insurance
The **Insurers** will indemnify the **Insured** for **Damage** to
a) buildings owned by the **Insured** and
b) loss of rent of such buildings

situated within the **Territorial Limits**
for the amount of such loss destruction or damage to such buildings or such loss of rent in accordance with the terms conditions and exclusions of Section 1 – Material Damage of this Policy but only to the extent that the lessee or freeholder is unable to recover such an amount equivalent to that which could be payable under this Policy if the lessee or freeholder were the **Insured** as a result of

i. the lessee or freeholder having failed to arrange or maintain insurance to comply with the terms of the lease
ii. the lessee or freeholder having failed to insure for an adequate amount whether the amount insured had been approved by the **Insured** or not

but excluding any payments in respect of loss destruction or damage or loss of rent that the **Insured** recovers from any other party
The **Insurer's** liability will not exceed £1,000,000 any one loss in respect of buildings and loss of rent
The **Insured** shall give notice in writing to the **Insurers** immediately they become aware of a failure by a third party to insure and will pay the appropriate premium from the date upon which the insurance of the property became the **Insured's** responsibility
No amount shall be recoverable

a) due to the operation of any excess or deductible under any more specific insurance
b) where the lessee or freeholder's policy fails due to the breach of any condition or warranty contained within the lessee or freeholder's policy as a result of the action of the **Insured**
c) due to the failure of the lessee or freeholder to make or pursue a legitimate insurance claim
d) unless the **Insured** carry out at not less than annual intervals a check of all properties owned by them or leased by them and for which they are responsible to ensure that effective insurance is in force for such properties

10. Fire and Security Equipment

The **Insurers** will indemnify the **Insured** in respect of costs and expenses incurred with the consent of the **Insurers** in

a) refilling recharging or replacing any
    i. portable fire extinguishing appliances
    ii. local fire suppression system
    iii. fixed fire suppression system
    iv. sprinkler installation
    v. sprinkler heads
b) re-setting fire and/or intruder alarms and/or closed circuit television equipment
c) fire brigade charges and extinguishing expenses and other charges assessed against the **Insured** by any municipal agency or local authority responsible for preserving public safety as a result of **Damage** to **Property** insured caused by fire at the **Premises** and covered under this Property All Risks Section

following **Damage** to **Property** insured under Section 1 – Property All Risks subject to a maximum of £25,000 for any one loss
If in relation to any claim under this extension the **Insured** have failed to fulfil the following conditions the **Insured** will lose the right to indemnity or payment for that loss

(i) The **Insured** must maintain all such equipment in accordance with the manufacturer's instructions
(ii) The **Insurers** will not indemnify the **Insured** in respect of any costs and expenses recoverable from the **Insured's** maintenance company or the Fire and Rescue Service

11. Fixed Glass

Following **Damage** to fixed glass the **Insurers** will indemnify the **Insured** for the reasonable costs incurred in

a) any necessary boarding up or temporary glazing pending replacement of broken glass
b) removing and re-fixing window fittings or other obstacles to glass replacement and replacing alarm foil on glass
c) **Damage** to framework and contents caused by broken glass

caused by **Damage** which is not otherwise excluded by this Section

12. Fly Tipping

The **Insurers** will indemnify the **Insured** for the costs incurred in clearing and removing any property illegally deposited in or around the **Premises** during the **Period of Insurance**
Provided that the liability of the **Insurers** shall not exceed £2,500 any one loss or £15,000 in the aggregate in any one **Period of Insurance**

13. Further Investigation Expenses

The **Insurers** will indemnify the **Insured** where a portion of the **Building** has suffered **Damage** and there is a reasonable possibility of **Damage** having occurred to other portions of the same **Building** which is not immediately apparent

The **Insurers** will pay

a) costs incurred with the prior consent of the **Insurers** in establishing whether or not such **Damage** has occurred and
b) costs incurred with the prior consent of the **Insurers** in establishing whether or not other **Buildings** insured at the **Premises** have suffered such **Damage** but only if such **Buildings** are subsequently found to have suffered such **Damage** for which the **Insurers** are liable under the Policy

subject to a maximum of £5,000 for any one loss

14. Gardening Equipment

The **Insurers** will indemnify the **Insured** for **Damage** to gardening equipment owned by the **Insured** at the **Premises** subject to a maximum of £5,000 for any one loss but excluding

a) loss caused by or contributed by Storm and Flood while the gardening equipment is in the open
b) losses caused by or contributed to be theft unless the gardening equipment is stored within a locked building or outbuilding at the **Premises**

15. Inadvertent Omission to Insure

The **Insurers** will indemnify the **Insured** for **Damage** to buildings within the **Territorial Limits** and loss of rent in respect thereof where the **Insured** has an obligation to insure such buildings whether owned by or on lease to the **Insured** or in which they have an interest as mortgagees but which have inadvertently been left uninsured

Provided that

a) the liability of the **Insurers** shall not exceed £1,000,000 any one loss in respect of buildings or loss of rent at any one premises
b) the **Insured** shall give notice in writing to the **Insurers** immediately they become aware of an omission to insure and will pay the appropriate premium from the date upon which the insurance of the property became the **Insured's** responsibility
c) the **Insured** will carry out at not less than annual intervals a check of all properties owned by them or leased by them and for which they are responsible to ensure that effective insurance is in force for such properties
d) this extension will only be effective if the **Insurers** are the sole provider of buildings insurance in respect of the **Insured's** properties owned in connection with the **Business** as defined in the Schedule and where the **Insured** have an obligation to arrange such insurance

16. Illegal Cultivation of Drugs

The **Insurers** will indemnify the **Insured** for the clean up costs and remedial works from the use of the **Property** for the manufacture, cultivation, harvesting or processing by any other method of drugs classed as controlled substances under the Misuse of Drugs Act (1971)

Provided that The **Insured** or its Agent shall

a) inspect the interior and exterior of any **Building** or portion of such **Building** which is rented to any **Tenant** at least once every three months or as permitted under the tenancy agreement and
    i. maintain a log of such inspections and retain that log for at least 24 months and
    ii. ensure that a manager reviews the inspections log at least once every six months
b) obtain and record written formal identification of any prospective **Tenant**
c) obtain and retain a written employers reference for any new **Tenant**
d) obtain and record details of any **Tenant's** bank account and verify those details by receiving at least one payment from such account
e) advise any **Tenant** where sub-letting is allowed by the tenancy agreement, that the **Tenant** must follow the measures laid out in (b) to (d) above for any letting that the **Tenant** arranges.

The **Insurers** liability under this extension is limited to £25,000 any one loss

17. Keys

The **Insurers** will indemnify the **Insured** for the reasonable cost of replacing electronic security systems and locks or lock mechanisms and keys in respect of doors and windows necessary to maintain the security of the **Premises** and safes and strongrooms contained in the **Premises**

a) resulting from any accidental loss of access cards or keys occurring within the **Territorial Limits**
b) where there is reasonable evidence that such keys have been copied by an unauthorised person

The **Insurers** liability under this extension is limited to £10,000 for any one loss

18. Landscaped Gardens
The **Insurers** will indemnify the **Insured** for costs and expenses incurred by the **Insured** with the consent of the **Insurers** in making good **Damage** to landscaped gardens and grounds caused by Fire Brigade equipment and personnel in the course of combating or reducing **Damage** at the **Premises** subject to an aggregate maximum of £25,000 in any one **Period of Insurance**

19. Loss of Metered Supplies
The **Insurers** will indemnify the **Insured** for the cost of metered electricity gas oil and water consumed as a direct result of **Damage** to any tank apparatus pipe or cable not being automatic sprinkler installations at the **Premises** calculated at the rate applying at the time of the **Damage** subject to a maximum of £25,000 in any one **Period of Insurance** provided that repairs are completed within 30 days of the **Damage** being discovered This extension shall not apply for any charges incurred for any **Building** which is **Unoccupied**

20. Loss Minimisation Costs and Prevention Expenditure
Following **Damage** at the **Premises** the **Insurers** will pay for costs and expenses incurred by the **Insured** in
a) preventing or mitigating **Damage** to **Property** in the event of imminent **Damage** not otherwise excluded
b) preventing or mitigating further **Damage** not otherwise excluded to **Property** in consequence of actual **Damage** to **Property** not otherwise excluded

Provided that
i. the impending **Damage** was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred and
ii. the costs and expenses so incurred did prevent or mitigate the **Damage**
iii. the **Insurers** liability under this extension in respect of all claims arising during the **Period of Insurance** is limited to £10,000 in any one **Period of Insurance**
iv. where the same costs and expenses covered under this extension are also covered elsewhere under the Policy payment shall only be made under one of the applicable Policy

21. Managing Agents Fees
The insurance provided by this Property All Risks Section in respect of **Property** insured also applies to reasonable professional fees of managing Agents necessarily incurred in the reinstatement of the **Property** insured consequent upon **Damage** thereto but not for fees which are incurred as part of the managing Agent's general administrative duties or purely in connection with the preparation or administrative handling of a claim and provided that
a) the **Insurers** liability for fees shall not exceed £25,000 in total in any one **Period of Insurance**
b) such fees are in respect of work of benefit to the **Insurers** and have been agreed with the **Insurers** in advance

22. Obsolete Building Materials
The **Insurers** will pay additional costs incurred in replacement of damaged materials which given consideration to the scientific and technical knowledge at the time of installation construction or fitting were reasonably deemed to be fit for the purpose intended but require replacement with more suitable modern materials after the **Damage**

The **Buildings** shall not be regarded as being better or more extensive than when new provided that the liability of the **Insurers** shall not exceed 10% of the **Declared Value** of such **Buildings** in respect of such additional costs

The total liability of the **Insurers** for **Damage** to such property including such fees shall not exceed the Sums Insured stated in the Schedule

23. Privity of Contract
The insurance provided by this Property All Risks Section extends to indemnify the **Insured** as landlord in respect of legal liability incurred under the Landlord and Tenant (Covenant) Act 1995 as a result **Damage** during the **Period of Insurance** to buildings previously owned by the **Insured** where the successors in title have failed to maintain adequate insurance cover
Provided that
a) the insurance provided by this Section would have included such **Damage** had the buildings been specified as **Property** insured

b) the **Insured** had entered into a lease which was in place at the time of the **Damage** with the tenants or sub-tenants or be an assignee thereof
c) the insurance provided by this Cover clause ceases upon any of the following events
   i. the tenant entering into a new lease with the successors in title
   ii. the existing lease being assigned to the new successors in title
   iii. the buildings being in turn sold or disposed of by the successors in title
d) the **Insured** shall take all reasonable and appropriate steps to obtain release from their liabilities under the covenants to insure such buildings after the sale or disposal to the successors in title including but not limited to making or joining in any necessary applications to Court
e) the insurance provided by this Cover clause will not contribute beyond the indemnity that such **Damage** is insured under any more particular insurance effected by the successors in title tenants or sub-tenants or due to the application of any excess condition of average or breach of any condition warranty or policy provision

The **Insurers** liability under this extension is limited to £1,000,000 in any one **Period of Insurance**

24. Removal of Insect Nests

The **Insurers** will indemnify the **Insured** for the costs incurred in removing the nests of wasps bees or hornets and other insects harmful to humans from the **Buildings** at the **Premises** subject to a maximum of £1,000 any one loss

Provided that the **Insurers** shall not be liable for any costs or removing the nests of wasps bees or hornets and other insects harmful to humans already in existence in the **Buildings** at the **Premises** prior to inception of the Policy

25. Sprinkler Upgrade Costs

Following **Damage** where the **Insurers** require the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council Rules for Automatic Sprinkler Installations current at the time of reinstatement the **Insurers** will pay the costs incurred by the **Insured** provided that at the time of the **Damage** the installation conformed to the 28th or 29th Edition of such Rules when installed but did not conform to subsequent amendment to such Rules provided that

a) the amount recoverable excludes any rate tax duty development or other charge or assessment arising out of capital appreciation as a result of complying with the requirements of the **Insurers**
b) the liability of the **Insurers** shall not exceed £25,000 any one claim

26. Temporary Removal

The **Insurers** will indemnify the **Insured** for **Damage** to **Contents** whilst temporarily removed for cleaning renovation repair or similar purposes and to documents whilst temporarily removed elsewhere and in transit within the **Territorial Limits** subject to a maximum for any one loss of 10% of the Sum Insured shown for **Contents** in the Schedule

This extension shall not apply to **Damage** to explosive goods any other goods of a dangerous nature deeds plans designs documents manuscripts business books computer system records or **Stock**

27. Tenant Debris Removal

The **Insurers** will indemnify the **Insured** in respect of costs incurred with the consent of the **Insurers** following **Damage** at the **Premises** for the removal of contents or debris including fixtures and fittings not the property of the Insured for the purpose of speeding up the reinstatement of the **Premises** subject to a maximum of £25,000 any one loss

The **Insurers** shall not indemnify the Insured where a more specific insurance policy is in force

28. Theft Damage to **Buildings**

The **Insurers** will indemnify the **Insured** against the cost of repairing **Damage** to the **Buildings** for which the **Insured** is legally responsible and which is not otherwise insured which directly results from theft

29. Theft of Building Parts

The **Insurers** will indemnify the **Insured** for **Damage** in respect of forcible and violent theft or attempted theft of an external part of the building at the **Premises** or anything attached to it

Provided that

a) the property sustaining such **Damage** is **Property** insured
b) this extension shall not apply in respect of
   i. any **Building** where at the time such **Damage** occurs is **Unoccupied**

ii. any **Building** that has scaffolding erected to the outside of the **Building** at the time such **Damage** occurs

c) the **Insurers** liability under this extension is limited to £25,000 any one loss and in any one **Period of Insurance**

d) the **Insured** shall be responsible for the first £2,500 in respect of each loss

30. Trace and Access

The **Insurers** will indemnify the **Insured** for the costs incurred in locating the source of an escape of water or fuel from any tank apparatus or pipe on the **Premises** and subsequent making good of **Damage** caused as a consequence of locating such source subject to a maximum of £25,000 for any one loss

31. Tree Felling and Lopping

The **Insurers** will indemnify the **Insured** for the costs incurred in removing or lopping trees by a professionally qualified tree surgeon or tree feller which are an immediate threat to the safety of life or of **Damage** to the **Premises** subject to a maximum of £1,000 for any one loss or £10,000 in the aggregate in any one **Period of Insurance**

The **Insurers** shall not be liable for

a) legal or local authority costs involved in removing trees

b) costs incurred solely to comply with a Preservation Order

32. Unauthorised Use of Supplies

The **Insurers** will indemnify the **Insured** for the cost of water gas electricity or other metered supply charges incurred by the **Insured** and for which the **Insured** is legally responsible up to a maximum of £25,000 for any one loss due to unauthorised use by persons taking possession of or occupying any **Building** without the written consent of the **Insurers** provided that

a) the **Insured** shall take all practicable steps to terminate such unauthorised use as soon as it is discovered

b) General Condition 26 Unoccupied Buildings has been complied with by the **Insured**

c) immediate notification of such possession is given to the **Insurers** upon the **Insured** becoming aware of it

33. Undamaged Portions of Buildings

The **Insurers** will indemnify the **Insured** for the cost replacing or modifying undamaged portions of the **Property** insured providing the alterations are needed so they are in keeping with the repairs restoration or replacement of the damaged portion of the **Property** insured

The amount payable for undamaged portions of the **Property** insured (other than foundations) will not exceed 10% of the total cost of rebuilding had the damaged **Property** insured been totally destroyed

34. Value Added Tax

The insurance by this Section extends to include Value Added Tax paid by the Insured (including self-supply Value Added Tax where appropriate) which is not subsequently recoverable

Provided that

a)

i. the **Insured's** liability for such tax arises solely as a result of the reinstatement or repair of the **Buildings** following **Damage**

ii. the **Insurers** have paid or have agreed to pay for such **Damage**

iii. if any payment by the **Insurers** in respect of the reinstatement or repair of such **Damage** is less than the actual cost of reinstatement or repair any payment under this extension resulting from that **Damage** will be reduced in like proportion

b) the **Insured's** liability for such tax does not arise from the replacement **Building** having greater floor area than or being better or more extensive than the destroyed or damaged **Building**

c) where an option to reinstate on another site is exercised the liability of the **Insurers** under this extension shall not exceed the amount of tax that would have been payable had the **Building** been rebuilt on its original site

d) the liability of the **Insurers** under this extension shall not include amounts payable by the **Insured** as penalties or interest for non-payment or late payment of tax

e) the **Insured** have taken all reasonable precautions to include the **Insured's** Value Added Tax liability within the **Buildings** Sums Insured at the inception of this insurance and at each subsequent renewal date

The following amendments are made to this Policy in respect of this extension only

i. for the purposes of Basis of Settlement Clause 1 – Average and Basis of Settlement Clause 2 – Property Insured – Reinstatement rebuilding costs will be exclusive of Value Added Tax
ii. the liability of the **Insurers** may exceed the Sum Insured by a maximum of £250,000 solely in respect of Value Added Tax

Clauses

1. Non-invalidation
   The insurance by this Section shall not be invalidated by any act or omission or alteration unknown to or beyond the control of the **Insured** whereby the risk of **Damage** is increased as long as immediately the **Insured** becomes aware of the increase in risk they inform the **Insurers** in writing and pay an appropriate additional premium if required by the **Insurers**

2. Reinstatement of Losses
   Unless written notice to the contrary be given by either the **Insurers** or the **Insured** the insurance by this Section shall not be reduced by the amount of any loss and the **Insured** shall pay the appropriate additional premium from the date of the **Damage** to the date of expiry of the **Period of Insurance**

3. Mortgagees
   The interest of any mortgagee shall not be prejudiced by any act or neglect of the mortgagor or occupier which may increase the risk of **Damage** to any **Buildings** insured by this Section provided the mortgagee immediately upon becoming aware of such increase in risk shall give notice to the **Insurers** and pay an appropriate additional premium if required

4. Property more specifically insured
   The **Insurers** shall not be liable for **Damage** to any **Property** insured more specifically by or on behalf of the **Insured**

5. Minor Repairs and Alterations
   The insurance by this Section shall not be invalidated if the **Insured** employs workmen to carry out minor repairs decorations and alterations at the **Premises**

6. Explosion
   In respect of any vessel machinery or apparatus or its contents belonging to or in the custody or control of the **Insured** for which the **Insured** is responsible cover against destruction or damage thereto caused by an explosion originating therein is subject to a policy or other contract providing an inspection service that complies with the statutory regulations applying in respect of such vessel machinery or apparatus

7. Seventy-Two Hour Period
   Where shown on the Schedule as insured under Section 1 – Property All Risks all losses arising separately out of one event caused by
   i. **Storm**
   ii. **Flood**
   iii. Earthquake
   occurring within each and every separate period of 72 hours during the **Period of Insurance** will be deemed to be one loss in determining the application of the **Excess**

Basis of Settlement Clauses

1. Average
   If the **Property** covered by this Policy shall at the time of the **Damage** be collectively of greater value than the Sums Insured then the **Insured** shall be considered as being their own insurer for the difference and shall bear a rateable share of the **Damage** accordingly

2. Property Insured – Reinstatement

In the event of **Damage** to **Property** insured the basis of settlement shall be the cost of reinstatement meaning the rebuilding replacement repair or restoration of such **Property** to a condition substantially the same as but not better or more extensive than its condition when new

The **Buildings** may be wholly or partially rebuilt on another site within the **Territorial Limits** and in any manner suitable to the requirements of the **Insured** provided that it does not increase the liability of the **Insurers**

Special Provisions

i. The replacement must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred
ii. Where **Damage** occurs to only part of the **Property** the liability of the **Insurers** shall not exceed the amount which the **Insurers** would have been liable to pay had such property been wholly destroyed
iii. If at the time of reinstatement of any item the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** covered by such item exceeds its Sum Insured at the time of the **Damage** the liability of the **Insurers** shall not exceed that proportion of the amount of the **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such **Property** at that time

3. Property Insured – Day One

For any item specified on the Schedule showing a **Declared Value** and a Sum Insured this shall be deemed to be a Day One Basis of Settlement and the following clause shall replace Basis of Settlement Clause 2 above

In the event of **Damage** to **Property** insured the basis of settlement shall be the cost of reinstatement meaning the rebuilding replacement repair or restoration of such **Property** to a condition substantially the same as but not better or more extensive than its condition when new

The **Buildings** may be wholly or partially rebuilt on another site within the **Territorial Limits** and in any manner suitable to the requirements of the **Insured** provided that it does not increase the liability of the **Insurers**

Special Provisions relating to **Property** insured

a) At the inception of each **Period of Insurance** the **Insured** shall notify the **Insurer** of the **Declared Value** of the **Property** insured by each item described in the Schedule
b) If at the time of **Damage** the **Declared Value** of the **Property** insured by each item is less than the cost of reinstatement at the inception of the **Period of Insurance** the liability of the **Insurers** shall not exceed the proportion which the **Declared Value** bears to the costs of such reinstatement
c) Where **Damage** occurs to only part of the **Property** the liability of the **Insurers** shall not exceed the amount which the **Insurers** would have been liable to pay had such property been wholly destroyed
d) The replacement must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred
e) No payment will be made beyond the amount the **Insurers** would have paid where **Property** insured at the time of **Damage** is covered by any other insurance effected by the **Insured** or on behalf of the **Insured** which is not on the same basis of reinstatement

4. Index Linking

Where so indicated in the Schedule the Sums Insured shall be adjusted in accordance with fluctuations in suitable indices of the cost to be decided upon by the **Insurers**

At each renewal of the Policy the premium shall be calculated on the revised Sum Insured

5. Public Authorities

The **Insurers** will indemnify the **Insured** for the additional cost of

a) reinstating the damaged parts of the **Buildings**
b) upgrading any undamaged parts of the **Buildings**

for an amount not exceeding 15% of the amount that would have been payable if the **Buildings** had been totally destroyed incurred solely by the necessity to comply with any building or other statutory regulations or Public Authority Bylaw excluding

i. any cost resulting from any such requirement first imposed upon the **Insured** before the date of the **Damage**

ii. the amount of any rate tax duty development or other charge arising out of capital appreciation as a result of complying with any such requirements which may be payable in respect of the **Buildings**

Conditions

a. The work of reinstatement must be completed within 12 months of the date of the **Damage** or such further period as the **Insurers** may in writing allow

b. The liability of the **Insurers** for **Damage** to such property including such costs and expenses shall not exceed the Sum Insured stated in the Schedule

6. Removal of Debris

This insurance includes the costs incurred in respect of removal of debris of **Property** insured resulting from **Damage** excluding

a) costs incurred in removing debris except from the site of such **Damage** and the area immediately adjacent to such site

b) costs arising from **Pollution or Contamination** of property not insured by this Section

The total liability of the **Insurers** for **Damage** to such property including such costs and expenses shall not exceed the Sums Insured stated in the Schedule

7. Capital Additions

To the extent that they are not otherwise insured the insurance of **Buildings** and **Landlords Contents** shall extend to cover

a) alterations additions and improvements to **Buildings** and **Landlords Contents** but not appreciation of the value of such property

b) any newly erected or acquired **Buildings** and **Landlords Contents** within the **Territorial Limits** from the commencement date of the responsibility of the **Insured**

Provided that

a) the maximum the **Insurers** will pay in respect of any one location under this extension is

i. £1,000,000 in respect of any newly built and/or newly acquired building

ii. 20% of the Sum Insured or £500,000 whichever is lesser in respect of alterations additions and improvements to an insured **Building**

b) this extension shall not apply to any building which is unoccupied disused unfurnished or not in active use

Provided also that the **Insured** must

a) advise the **Insurers** of such additional Buildings or alterations additions or improvements as soon as possible but in any event

i. within six months of the date the Insured became responsible for the insurance of such additional **Buildings** and

ii. before the expiry of the **Period of Insurance**

b) specifically insure such additional **Buildings** or alterations additions or improvements with the **Insurers** from the date the responsibility of the **Insured** commenced

c) pay the appropriate additional premium

8. Professional Fees

The insurance by each item on **Buildings** and **Landlords Contents** includes an amount for reasonable architects' surveyors' consulting engineers' and legal fees incurred in the reinstatement or repair of such property consequent upon its **Damage** but not for preparing any claim. The total liability of the **Insurers** for **Damage** to such property including such fees shall not exceed the Sums Insured stated in the Schedule

9. Contracting Purchaser

Where the **Insured** at the time of **Damage** has contracted to sell their interest in any insured **Building** and the purchase is subsequently completed the contracting purchaser shall be entitled to benefit under the Policy provided that the **Building** is not otherwise insured in respect of such **Damage**

10. Subrogation Waiver

In the event of a claim arising under this Section the **Insurer** agrees to waive any rights remedies or relief to which it might become entitled by subrogation against

a) any company standing in the relation of parent or subsidiary to the **Insured**

b) any company which is a subsidiary of or a parent company of which the **Insured** themselves are subsidiary in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the **Damage**

c) any **Tenant** in respect of **Damage** or **Consequential Loss** to that portion of the **Premises** in the demise of that **Tenant** or to those portions of the **Premises** in which all the **Tenants** have a common interest but excluding **Damage** or **Consequential Loss** arising out of the **Tenant's** gross negligence or as a result of the **Tenant's** wilful act or recklessness

d) any managing agent if acting solely in the capacity as managing agent in respect of the **Property** insured but excluding **Damage** or **Consequential Loss** arising out of the managing agent's gross negligence wilful act or recklessness

11. Average Waiver

Where the **Insured** has

a) taken all reasonable steps to ensure that the **Building(s)** item Sum Insured is adequate

b) obtained a valuation of the **Building(s)** that has been calculated as the cost of reinstating the **Building(s)** as defined within the Policy Definitions including Removal of Debris costs and associated professional fees from a Royal Institute of Chartered Surveyors professional or such other professional person agreed by the **Insurers** within the three years prior to the date of the **Damage**

c) adjusted the Sum Insured in line with the valuation and

d) made annual adjustments of the Sum Insured based on the General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or alternative index as may be agreed by the **Insurers** in writing then if at the time of **Damage** the **Insured** provides the **Insurers** with a copy of the valuation no adjustment will be made under either the

i. Basis of Settlement Clause 1 - Average or

ii. Basis of Settlement Clause 2 - Property Insured - Reinstatement - Special Provision c)

12. Other Interests

Interests of third parties which the **Insured** is required to include herein under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically deemed to be held covered subject to notification by the **Insured** to the **Insurers** at the time of the **Damage**

13. Business Books

The basis of settlement of any claim for business books shall be their value as stationery together with the cost of clerical labour expended in their reproduction

14. Reinstatement to Match

Where **Property** insured has suffered **Damage** and

a) such **Damage** is covered under Section 1 – Property All Risks of this Policy and

b) liability shall be admitted or payment made therefor

the **Insured** may replace repair or restore the **Property** with equivalent property which employs current technology and the replacement repair or restoration with such property for the purposes of Section 1 – Property All Risks shall not be regarded as being better or more extensive than when new

This shall also 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

a) the liability of the **Insurers** 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

b) the liability of the **Insurers** shall not exceed an aggregate maximum of £10,000 in any one **Period of Insurance**

Exclusions to Section 1

The **Insurers** shall not be liable for

1. **Damage** caused by or consisting of
   a) inherent vice latent defect gradual deterioration wear tear frost change in water table level its own defective or faulty design or materials
   b) faulty or defective workmanship operational error or lack of maintenance on the part of the **Insured** or any director partner or **Employee**
   c) the bursting of any boiler not used for domestic purposes only or any economiser or other vessel machine or apparatus belonging to or under the control of the **Insured** in which internal pressure is due to steam only
   d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

   but this will not exclude subsequent **Damage** caused by a **Defined Peril** which is covered by this section

2. **Damage** caused by or consisting of
   a) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness mould or toxic mould marring scratching vermin or insects
   b) change in temperature colour flavour texture or finish
   c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping
   d) the freezing solidification or inadvertent escape of molten material
   e) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates

   but this will not exclude **Damage** caused by a **Defined Peril** which is covered by this section

3. **Damage** caused by or consisting of theft or attempted theft
   a) from any part of the **Buildings** occupied by the **Insured** for the purpose of the **Business** unless caused by theft or attempted theft of **Property** insured from within the buildings at the **Premises** where accompanied by forcible and violent entry to or exit from the **Buildings** or by violence to persons or threat of violence to persons and provided that the **Premises** have not been unoccupied for a period of more than sixty consecutive days
   b) of **Property** in the open or **Property** not contained in a fully secured and locked building

   This exclusion shall not apply to subsequent **Damage** which itself results from a cause not otherwise excluded

4. **Damage** by theft or attempted theft caused by the **Insureds Employees Tenant** or their family occupying the **Building** or portion of any Building for residential purposes

5. **Damage** caused by or consisting of
   a) subsidence ground heave or landslip unless it results from a **Defined Peril** other than storm or flood and which is not otherwise excluded
   b) normal settlement or bedding down of new structures
   c) coastal or river erosion
   d) dishonesty fraudulent action trick device or other false pretence by any **Employee** partner or director of the **Insured** whether acting alone or in collusion with others

6. **Damage** caused by or consisting of disappearance unexplained or inventory shortage misfiling or misplacing of information

7. **Damage** caused by wind rain hail sleet snow flood or dust to any moveable property in the open or fences and gates

8. **Damage** to any **Building** or structure resulting in its own collapse or cracking unless it results from a **Defined Peril** and is not otherwise excluded

9. **Damage** to the **Property** Insured
   a) by fire caused by its undergoing any process involving the application of heat
   b) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair but this will not apply to any **Damage** caused by a **Defined Peril** and not otherwise excluded

10. **Damage** caused by
    a) freezing
    b) escape of water from any tank or apparatus or pipe
    c) malicious persons not acting on behalf of or in connection with any political organisation but this will not apply to any **Damage** by fire or explosion which is not otherwise excluded

    in any **Building** or Unit which is **Unoccupied**

11. **Damage** to
    a) vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft
    b) property or structures in the course of construction or erection and materials or supplies in connection with all such property
    c) land pavements piers jetties bridges culverts or excavations
    d) livestock growing crops or trees or other growing vegetation
    e) jewellery precious stones precious metals bullion furs curiosities works of art or rare books

12. **Damage** caused by pollution or contamination but this shall not exclude **Damage** to the **Property** not otherwise excluded caused by
    a) pollution or contamination which itself results from a **Defined Peril**
    b) a **Defined Peril** which itself results from pollution or contamination

13. direct or indirect **Consequential Loss** or **Damage** of any kind or description except loss of **Rent** where such Item appears in the Schedule

14. **Damage** in respect of
    a) **Money**
    b) Goods In Transit unless specifically mentioned as insured by this Property All Risks Section

15. any property more specifically insured by or on behalf of the **Insured**

16. **Damage** to glass china earthenware marble or other fragile or brittle objects other than **Damage** caused by a **Defined Peril** and not otherwise excluded

17. loss damage cost or expense directly or indirectly caused by contributed to by arising from occasioned by or resulting from
    a) any **Cyber Act** including but not limited to **Hacking Phishing Denial of Services Attack** or the transmission of any **Virus or Similar Mechanism**
    b) any **Cyber Incident**

    but this shall not exclude **Damage** resulting from fire lightning explosion aircraft or other aerial devices or articles dropped from them not otherwise excluded

18. Fungal Pathogens
    loss damage cost or expense caused by or arising directly or indirectly from any **Fungal Pathogens**

Endorsements

The following endorsement is only operative if Subsidence is shown as included on the Policy Schedule and is subject otherwise to the terms of the Property All Risks Section and the General Definitions Conditions and Exclusions

Subsidence
Notwithstanding Property All Risks Section Exclusion 5(a) the insurance provided by this Property All Risks Section extends to cover **Damage** caused by or consisting of subsidence or ground heave of any part of the site on which the **Property** stands or landslip subject to the Special Condition below
The insurance provided under this endorsement does not cover

a) **Damage** to roads yards car parks pavements walls gates and fences and any similar or other property outside the confines of any building within the **Premises** unless a building insured hereby within the same **Premises** is also **Damaged**

b) **Damage** caused by or consisting of
   i. the normal settlement or bedding down of new structures
   ii. the settlement or movement of made-up ground
   iii. coastal or river erosion
   iv. defective design or workmanship or the use of defective materials
   v. fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
c) **Damage** which originated prior to the inception of this cover
d) **Damage** resulting from
   i. demolition construction structural alteration or repair of any Property or
   ii. groundworks or excavation at the same Premises
e) the **Excess** stated in the Schedule and the **Excess** shall apply to each separate **Premises**

Special Condition

No cover shall apply under this endorsement if the risk of **Damage** is increased by reason of demolition groundworks excavation or construction being carried out on any adjoining site unless accepted by the **Insurers** in writing

SECTION 2 – LOSS OF RENT

This Section of the Policy is operative only if stated in the Schedule

Cover

In the event of **Damage** to the **Property** used by the **Insured** for the purposes of the **Business** carried on by the **Insured** at the **Premises** during the **Period of Insurance** resulting in loss of **Rent Receivable** the **Insurers** will indemnify the **Insured** in respect of the amount of loss of **Rent Receivable** provided that

a) such **Damage** is covered under Section 1 of this Policy and that liability shall be admitted or payment made therefor or

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

The liability of the **Insurers** under this Section shall not exceed in respect of any item its Sum Insured or Limit stated in this Policy or the Schedule at the time of the event

Basis of Settlement

1. Rent Receivable

   The **Insurers** will pay as indemnity to the **Insured** the amount of their loss in respect of

   a) the amount by which the **Rent Receivable** during the **Indemnity Period** shall fall short of the **Standard Rent Receivable** as a result of the **Damage**

   b) the amount of additional expenditure incurred by the **Insured** with the prior written consent of the **Insurer** as a result of the **Damage** but not exceeding the loss of **Rent Receivable** thereby avoided

   provided that if the Sum Insured for loss of **Rent Receivable** is less than the **Standard Rent Receivable** the amount payable shall be proportionately reduced

2. Additional Expenditure – Loss minimisation

   The **Insurers** will pay the additional expenditure incurred in respect of **Buildings** which have suffered **Damage** being expenditure (other than that recoverable under Basis of Settlement 2 Cost of Re-Letting) incurred with the prior consent of the **Insurers** in consequence of the **Damage** solely to avoid or minimise the loss of **Rent Receivable** during the **Indemnity Period** but not exceeding the amount of the reduction avoided by such expenditure plus 5% of the Sum Insured by the item subject to a maximum amount of £50,000 for any one loss

Clauses

1. Automatic Reinstatement

   In the absence of written notice by the **Insurers** or the **Insured** to the contrary within 30 days of notification of any loss then in consideration of the insurance not being reduced by the amount of such loss the **Insured** shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the **Period of Insurance**

2. Average

   If the Sum Insured is less than the **Rent Receivable** for the 12 months (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** as stated in the Schedule exceeds 12 months) immediately prior to the occurrence of the **Damage** the amount payable shall be proportionately reduced after due provision has been made for the trend or variation in or other circumstances affecting or which would have affected the **Business** either before or after the **Damage**

3. Programs and Data

   The **Insured** shall

   (a) take all reasonable precautions to prevent accidental loss distortion corruption or erasure of **Programs** or **Data**

   (b) in respect of **Programs** maintain a backup copy of the current version at a location other than the respective **Premises** where the **Media** on which the **Programs** are recorded is situate

   (c) in respect of **Data** maintain a weekly full system backup of **Data** at a location other than the respective **Premises** where the **Media** on which the **Data** is recorded is situate

4. Managing Agents Charges
   The **Insurers** will pay to the **Insured** the charges payable to their managing agents necessarily incurred in connection with re-letting the **Premises** following **Damage** insured under Section 1
   The **Insurers** liability shall not exceed £10,000 any one loss

5. Accountants' and Auditors' Charges
   The **Insurers** will pay to the **Insured** the reasonable charges payable by the **Insured** to their professional accountants and auditors for producing and certifying any particulars or details or any other proofs information or evidence as may be required by the **Insurers** under the terms of this Section and reporting that such particulars or details are in accordance with the **Insured's** books or documents
   Provided that the **Insurers** liability for charges payable when aggregated with any amount otherwise payable under the Section shall be limited to the applicable Sum Insured or Limit of Liability or other applicable limit

6. Value Added Tax
   To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

7. Relocation of Tenants to own premises
   If in the event of **Damage** to **Property** under Section 1 of this Policy the **Insured** relocates the **Tenant** to an empty **Building** the claim for any resultant loss of **Rent Receivable** in relation to such damaged **Property** will not be reduced provided that the **Building** used to relocate the **Tenant** is insured under Section 1 of this policy

8. Rent Free Periods
   If at the date of the **Damage** the **Premises** are subject to a rent free period 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**

9. Buildings Awaiting Sale
   If at the time of **Damage** to property at the **Premises** the **Insured** shall have contracted to sell its interest in the **Premises** and the sale is cancelled or delayed solely in consequence of such **Damage** the amount payable at the **Insured's** option shall be
   a) during the period prior to the date upon which but for the **Damage** the **Premises** would have been sold the actual amount of the reduction in **Rent Receivable** incurred during the **Indemnity Period** in consequence of the **Damage**
   b) in respect of interest during the period commencing with the date upon which but for the **Damage** the **Premises** would have been sold and ending with the actual date of sale or with the expiry of the **Maximum Indemnity Period** if earlier
      i. the actual amount of additional interest payable by the **Insured** (after deduction of any interest received by the **Insured**) on loans necessarily and reasonably effected or extended in consequence of the **Damage** for the sole purpose of maintaining the **Business** during the **Indemnity Period**
      or
      ii. if the **Insured** shall elect to use their own capital to continue to finance in part or in total the **Business** at the **Premises** the investment interest which that capital would otherwise have earned during the **Indemnity Period** but not exceeding the amount which would have been payable under clause b) i) above had the **Insured** not employed their own capital less any **Rent Receivable** received
   c) in respect of additional expenditure necessarily and reasonably incurred by the **Insured** during the **Indemnity Period** in consequence of the **Damage** for the sole purpose of avoiding or diminishing the loss under paragraphs a) and b) but not exceeding the amount of loss avoided by such expenditure
   Provided that the amount payable shall not exceed the amount of **Rent Receivable** that would have been earned had the **Premises** been leased or rented

10. New Business
    In the event of **Damage** to the **Property** occurring before the completion of the first year of the **Insured** using the **Premises** for the purposes of the **Business** carried on by the **Insured Standard Rent Receivable** will be defined as

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 **Damage**
Adjustments will be made as may be necessary to provide for:

a) the trend of the Business and
b) variations in or other circumstances affecting the **Business** whether before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

11. Explosion
In respect of any vessel machinery or apparatus or its contents belonging to or in the custody or control of the **Insured** for which the **Insured** is responsible cover against destruction or damage thereto caused by an explosion originating therein is subject to a policy or other contract providing an inspection service that complies with the statutory regulations applying in respect of such vessel machinery or apparatus

12. Payments on Account
Payments on account will be made to the **Insured** during the **Indemnity Period** if so requested subject to appropriate adjustment at the end of the **Indemnity Period**

Extensions to Section 2

All terms exclusions and conditions under Section 1 and all terms exclusions and conditions of Section 2 apply to these Extensions in addition to those shown below as applying to each Extension

These extensions are operative only if **Rent Receivable** is stated in the Schedule.

The liability of the **Insurers** includes loss as insured by this Section resulting from interruption or interference with the **Business** in consequence of

1. Additional Rent Receivable
The **Insurers** will indemnify the **Insured** following **Damage** to
a) any newly built and/or newly acquired building
b) alterations additions and improvements to an insured building but not in respect of any appreciation in value
situated within the **Territorial Limits** resulting in a loss of **Rent Receivable** as insured by this Section
The maximum the **Insurers** will pay in respect of any one **Premises** is £250,000 in any one **Period of Insurance**
Provided that the **Insured** must
a) advise the **Insurers** of such additional **Rent Receivable** as soon as possible but in any event
i. within 30 days of the date the **Insured** became responsible for the insurance of such additional **Buildings** and
ii. before the expiry of the **Period of Insurance**
b) specifically insure such extensions with the Insurer from the date the responsibility of the **Insured** commenced
c) pay the appropriate additional premium

2. Bombscare or unlawful occupation cover
a) the suspected or actual presence of an incendiary or explosive device on or exclusively within a 1 mile radius of the **Premises**
b) the **Premises** or other property exclusively within a 1 mile radius of the **Premises** being occupied by members of a criminal organisation or other unlawful occupants
But the **Insurers** will not cover
i. any incident involving interference or interruption with the **Business** that is less than 48 consecutive hours
ii. any period other than the actual period of prevention or hinderance of access the **Premises**
iii. eviction costs
This cover will apply for a period of 12 weeks in any one **Period of Insurance** beginning with the occurrence of the loss, during which the results of the **Business** are affected as a result of the interruption or interference.

The most the **Insurer** will pay for this cover in total during any one **Period of Insurance** is the lower of either £50,000 or 25% of the Annual Rental Income irrespective of the number of **Premises** insured.

The **Automatic Reinstatement** clause shall not apply in respect of this cover

3. Denial of Access

Damage by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, **Storm**, **Flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal to property exclusively within a 1 mile radius of the **Premises** which prevents the use of the **Premises**, or access to it, regardless of whether the **Premises** of the **Insured** is damaged or not

Provided that

a) fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, **Storm**, **Flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal are covered under the property damage section in respect of the **Premises** of the **Insured**

b) the insurance provided by this cover in any one **Period of Insurance** shall only apply for the period starting with the prevention of access or hindrance of use and ending after 3 months during which time the **Insured** suffer a loss of **Rent Receivable**

c) the liability of the **Insurer** for any one claim and in any one **Period of Insurance** is either 25% of the annual rental income or £1,000,000 whichever is lower, irrespective of the number of **Premises** insured. The **Automatic Reinstatement** clause shall not apply in respect of this cover

d) this does not include any damage to property from which the **Insured** obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services

e) the **Insurer** will not cover the **Insured** for any incident involving interference of or interruption with the **Business** that is less than 12 consecutive hours.

4. Documents

Damage to documents belonging to or held in trust by the **Insured** whilst temporarily at premises not in the occupation of the **Insured** or whilst in transit by road rail or inland waterway in Great Britain Northern Ireland the Channel Islands or the Isle of Man subject to a maximum of £5,000 for any one loss

5. Failure of selected public supplies

The unplanned disruption of

a) the public electricity supply at the **Insured's** supplier's generating station or sub station
b) the public gas supply at the **Insured's** supplier's land based premises
c) the public water supply at the **Insured's** supplier's waterworks or pumping station
d) the public telecommunications services at the **Insured's** supplier's land based premises

from which the **Insured** obtain electricity, gas, water or telecommunications services within the **Territorial Limits** where such unplanned disruption is a direct result of **Damage** caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, **Storm**, **Flood**, escape of water from any tank, apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

Provided that after the application of all other terms and conditions of this section, the most the **Insurer** will pay is the lower of either 25% of the annual **Rent Receivable**, or £1,000,000 in total in any one **Period of Insurance** irrespective of the number of **Premises** insured and regardless of the number of suppliers affected during any one **Period of Insurance**.

The **Automatic Reinstatement** clause shall not apply in respect of this cover.

The insurance provided by this cover in any one **Period of Insurance** shall only apply for the period starting with the unplanned disruptions(s) of supply or service at the **Premises** and ending after 3 months in total during which time the **Insured** suffer a loss of **Rent Receivable** regardless of the number of suppliers to the **Insured** affected during the **Period of Insurance** or the number of **Premises** insured.

The **Insurers** will not cover

a) any failure
   i. which does not involve the disruption of supply for at least 12 consecutive hours
   ii. due to an excluded cause
b) loss resulting from failure caused by
   i. any deliberate act or decision of any utility supply undertaking or public authority in cutting off, withholding, restricting or rationing, whether planned in advance or not, or the exercise by any such utility undertaking, government or public authority of its power to cut off, withhold, restrict or ration supply or services
   ii. strikes or any labour or trade dispute
   iii. solar flare or other atmospheric or weather conditions, but the **Insurers** will cover failure due to **Damage** to equipment caused by these conditions.

In any action, lawsuit or other proceedings or where the **Insurers** allege that any loss resulting from damage is not covered by this section, it will be the responsibility of the **Insured** to prove that they are covered.

6. Managing Agents Premises
Damage from the **Defined Perils** at the premises of the **Insured's** managing agents within Great Britain Northern Ireland the Channel Islands or the Isle of Man subject to a maximum of £10,000 any one loss

7. Murder suicide or disease cover
and conducted by the **Insured** at the **Premises** during the **Period of Insurance** as a result of
   a) the manifestation of any of the following specified human infectious or specified human contagious diseases
      - Acute Encephalitis
      - Acute Poliomyelitis
      - Anthrax
      - Chicken Pox
      - Diphtheria
      - Dysentery caused by Shigella
      - Legionellosis
      - Legionnaires' Disease
      - Malaria
      - Measles
      - Meningococcal Infection
      - Mumps
      - Opthalmia Neonatorum
      - Paratyphoid fever
      - Bubonic, Septicemic and Pneumonic Plague
      - Rabies
      - Rubella
      - Tetanus
      - Tuberculosis
      - Typhoid Fever
      - Whooping Cough
      - Yellow Fever

      manifested by any person whilst at the **Premises** which directly and exclusively results in restrictions having the force of law imposed by the police or other competent local (as opposed to a minister or other central governmental or public) authority which require the compulsory closing of the whole or part of the **Premises** to prevent or restrict access to the **Premises**
   b) murder, suicide, or rape at the **Premises**
   c) bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **Premises**
   d) the discovery of vermin or pests in the Building(s) at the **Premises** that prevents the use of or part use of the Buildings by order of a public authority having the force of law
   e) the compulsory closing of the whole or part of the **Premises** by order of a public authority having the force of law as a result of an accident causing a defect in the drains, toilets or sinks at the **Premises**

The **Insurer** will not cover

i. any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured
ii. any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond the **Premises** or by vermin or pests being discovered in a wider geographical area beyond the building(s) at the **Premises**
iii any incident involving interference of or interruption to the **Business** that is less than 12 consecutive hours.

Any Disease exclusion shall apply to this Murder, suicide or disease cover, except that **Communicable Disease** shall not include the specified human infectious or specified human contagious diseases listed under clause a) of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause a) have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic.

The maximum indemnity period under this cover shall be 3 months in any one **Period of Insurance** commencing from the date of

i the compulsory closing of the whole or part of the **Premises** (in relation to clauses a) and e) of this cover)
ii the discovery of murder, suicide or rape (in relation to clause b) of this cover)
iii the occurrence of injury or illness (in relation to clause c) of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
iv the order of the public authority (in relation to clause d) of this cover).

The liability of the **Insurer** will not exceed the lower of the maximum indemnity period of 3 months or £25,000 or 25% of the annual figure on which the sum insured is based in any one **Period of Insurance**, irrespective of the number of **Premises** insured.

The **Automatic Reinstatement clause** shall not apply in respect of this cover.

For the purposes of the cover provided under this cover clause, any references to **Damage** or Incident within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions, conditions and Policy conditions shall be read as if they were references to the cover provided under clauses a) to e) above.

Exclusions

1. The **Insurers** shall not be liable if after the commencement of this insurance
   a) the **Business** is wound up or permanently discontinued or the **Insured** becomes bankrupt or the **Business** is carried on by a liquidator
   b) the interest of the **Insured** ceases other than by death

2. The **Insurers** shall not be liable under this Section for loss arising directly or indirectly from
   a) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
   b) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite

3. The **Insurers** shall not be liable under this Section for loss arising directly or indirectly from
   a) erasure loss distortion or corruption of information on **Computer Systems** or other records programs or software caused deliberately by rioters strikers locked out workers persons taking part in labour disturbances or civil commotion or malicious persons
   b) other erasure loss distortion or corruption of information on **Computer Systems** or other records programs or software unless resulting from the **Defined Perils** insofar as it is not otherwise excluded

4. The **Insurers** shall not be liable under this Section for loss arising directly or indirectly from any **Fungal Pathogens**

SECTION 3 – EMPLOYERS' LIABILITY

This Section of the Policy is operative only if stated in the Schedule

Section Definition

The following words or phrases have the same meaning wherever they appear, in ***bold italics***, within this Section.

Territorial Limits

a. Great Britain Northern Ireland the Isle of Man or the Channel Islands
b. elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the territories specified in a. above and caused whilst such **Employee** is temporarily outside these territories provided that any action for compensation in respect of such **Bodily Injury** is brought in a court of law within the territories specified in a. above or any other member country of the European Union

Cover

1. Bodily Injury
   In the event of **Bodily Injury** sustained by any **Employee** of the **Insured** caused during the **Period of Insurance** and arising out of and in the course of their employment by the **Insured** for the purposes of the **Business** within the ***Territorial Limits*** the **Insurers** will indemnify the **Insured** in respect of all sums for which the **Insured** become legally liable to pay as **Compensation** for **Bodily Injury**

2. Claimant's Costs and Expenses
   The **Insurers** will indemnify the **Insured** subject to the Limit of Indemnity in respect of all sums the **Insured** shall become legally liable to pay as claimants' costs and expenses in connection with the indemnity provided under Cover clause - **Bodily Injury**

3. Defence Costs and Expenses
   The **Insurers** will also indemnify the **Insured** subject to the Limit of Indemnity stated in the Schedule in respect of all
   a) costs of legal representation reasonably incurred with the **Insurers** written consent at any
      i. coroner's inquest or other inquiry in respect of any death
      ii. proceeding in a court (other than in the defence of any criminal proceeding brought or in an appeal against a conviction arising from such criminal proceeding) in respect of any act or omission causing or relating to any matter
   b) other costs and expenses reasonably incurred with the **Insurers** written consent in relation to any matter
   which may be the subject of indemnity under Cover clause - **Bodily Injury**

Limit of Indemnity

The liability of the **Insurers** under this Section for **Compensation** for **Bodily Injury** in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause inclusive of all claimant's and defence costs and expenses shall not exceed the Limit of Indemnity stated in the Schedule

Extensions to Section 3

1. Corporate Manslaughter and Corporate Homicide – Legal Defence Costs
   The **Insurers** will indemnify the **Insured** against all legal costs or other expenses reasonably incurred with the **Insurers** written consent in defending prosecutions under the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**
   The **Insurers** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given provided that this indemnity shall not apply to the payment of fines or penalties or the costs of remedial orders or publicity orders or fees for intervention raised or payable under any Health and Safety laws or regulations.

The **Insurers** Limit of Indemnity under this extension and any equivalent extension under Section 4 Property Owners Liability shall not exceed in the aggregate £1,000,000 in respect of all acts or omissions committed or alleged to have been committed during the **Period of Insurance** and shall be in addition to the amount of the Limit of Indemnity stated in the Schedule

2. Court Attendance Compensation
   The **Insurers** will indemnify the **Insured** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Section and with the **Insurers** agreement up to a maximum of £750 for any director or partner of the **Insured** and up to a maximum of £250 for any **Employee** of the **Insured**

3. Health and Safety at Work – Legal Defence Costs
   The **Insurers** will indemnify the **Insured** and at the **Insured's** request any director or partner of the **Insured** or any **Employee** subject to the Limit of Indemnity as stated in the schedule against all legal costs or other expenses reasonably incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**
   The **Insurers** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given
   Provided that this indemnity shall not apply to the payment of fines or penalties or awards of compensation imposed by a criminal court or fees for intervention raised or payable under any Health and Safety laws or regulations or the costs and expenses of an appeal against improvement or prohibition notices

4. Indemnity to Other Parties
   If the **Insured** so request the **Insurers** will indemnify the following parties
   a) any officer or committee member or other member of the **Insured's** canteen social sports or welfare organisations or ambulance first aid fire medical or security services (but excluding medical practitioners) against liability incurred in such capacity
   b) any partner director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this Section
   c) any **Principal** for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the **Insured**

   Provided that

   i. each such party shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply
   ii. the **Insurers** liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

5. Unsatisfied Court Judgements
   In the event of a judgement for damages being obtained by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** caused to the **Employee** during any **Period of Insurance** and occurring in connection with the **Business** against any person or company operating from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgement the **Insurers** will at the **Insured's** request pay to the **Employee** or the personal representatives of the **Employee** the amount of such damages and any awarded costs to the extent that they remain unsatisfied
   Provided that
   a) there is no appeal outstanding
   b) if any payment is made under the terms of this extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to the **Insurers**

Exclusions to Section 3

The indemnity granted under this Section shall not apply to

1. liability in respect of **Bodily Injury** to any **Employee** arising out of the ownership possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. liability in respect of **Bodily Injury** to any **Employee** who is working in or on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel

Conditions

1. Certificate of Employers' Liability Insurance
   If this Policy or Section is cancelled any Certificate of Employers' Liability Insurance is similarly cancelled from the same date

2. Compulsory Insurance Legislation
   The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the ***Territorial Limits*** but the **Insured** shall repay to the **Insurers** all sums paid by the **Insurers** which the **Insurers** would not have been liable to pay but for the provisions of such law

3. Discharge of Liability
   The **Insurers** may at any time pay to the **Insured** in connection with any claim or series of claims
   a) the amount of the Limit of Indemnity or
   b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation** for **Bodily Injury** claimant's and defence costs and expenses recoverable prior to the date of such payment

   On payment the **Insurers** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses incurred prior to the date of such payment

4. Other Insurances
   If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source the liability of the **Insurers** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected

SECTION 4 – PROPERTY OWNERS LIABILITY

This Section of the Policy is operative only if stated in the Schedule

Section Definitions

The following words or phrases have the same meaning wherever they appear, in ***bold italics,*** within this Section.

Damage

a) physical loss of or damage to tangible property including attendant loss of use of such property
b) nuisance trespass or interference with any easement right of air light water or way

Financial Loss

Financial loss unaccompanied by either **Injury** or ***Damage***

Territorial Limits

a) Great Britain Northern Ireland the Isle of Man or the Channel Islands
b) elsewhere in the world other than the United States of America or Canada or their dependencies or trust territories in respect of temporary non-manual work undertaken by the **Insured** or any **Employee** ordinarily resident in a) above provided that any action for compensation is brought in a court of law within the territories specified in a) above or any other member country of the European Union
c) and in respect **Products Supplied** anywhere in the world except for the United States of America or Canada or their dependencies or trust territories unless specifically agreed by the **Insurers** provided that the **Products Supplied** are supplied from or are worked upon in the territories specified in a) above

Cover

1. Legal Liability
   The **Insurers** will indemnify the **Insured** subject to the Limit of Indemnity in respect of all sums which the **Insured** shall become legally liable to pay as **Compensation** for and arising out of accidental **Injury** or ***Damage*** occurring during the **Period of Insurance** and arising in connection with the **Business** within the ***Territorial Limits***

2. Claimants' Costs and Expenses
   The **Insurers** will in addition to the Limit of Indemnity indemnify the **Insured** in respect of all sums the **Insured** shall become legally liable to pay as claimants' costs and expenses in connection with the indemnity provided under Cover Clause 1 Legal Liability

3. Defence Costs and Expenses
   The **Insurers** will in addition to the Limit of Indemnity indemnify the **Insured** in respect of all
   a) costs of legal representation reasonably incurred with the **Insurers** written consent at any
      i. coroner's inquest or other inquiry in respect of any death
      ii. proceeding in a court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such criminal proceeding) in respect of any act or omission causing or relating to any matter
   b) other costs and expenses reasonably incurred with the **Insurers** written consent in relation to any matter

   which may be the subject of indemnity under Cover Clause 1 Legal Liability

Limit of Indemnity

The liability of the **Insurers** under this Section for **Compensation** in respect of

a) one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
b) all **Injury** and ***Damage*** occurring during any one **Period of Insurance** in respect of **Products Supplied**
c) all **Pollution or Contamination** which is deemed to have occurred during any **Period of Insurance**

shall not exceed the Limit of Indemnity stated in the Schedule

Costs inclusive in USA and Canada
Where indemnity is provided by this Section for liability in respect of occurrences in the United States of America or Canada or their dependencies or trust territories the Limit of Indemnity stated in the Schedule shall be the maximum amount payable by the **Insurers** inclusive of all costs and expenses

Extensions to Section 4

1. Consumer Protection or Health and Safety at Work Act or Food Safety Act – Legal Defence Costs
   The **Insurers** will in addition to the Limit of Indemnity indemnify the **Insured** and at the request of the **Insured** any partner director or **Employee** of the **Insured** in respect of all legal costs or other expenses reasonably incurred with the **Insurers** written consent in the defence of any criminal proceeding brought or in an appeal against a conviction arising from such criminal proceeding in respect of a breach of
   a) the Consumer Protection Act 1987 or any amending legislation
   b) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any similar United Kingdom health and safety legislation or regulation or
   c) the Food Safety Act 1990 or any amending legislation

   committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

   Provided that
   a) in relation to an appeal counsel has advised there are strong prospects of such appeal succeeding
   b) the proceedings do not relate to the health safety or welfare of an **Employee**
   c) the indemnity will not apply to
      i. proceedings consequent upon a deliberate act or omission
      ii. fines or penalties of any kind
      iii. the bringing of an appeal solely regarding the amount of a fine or penalty
      iv. any circumstances where indemnity is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other insurance
      v. fees for intervention raised or payable under any Health and Safety laws or regulations
      vi. awards of compensation imposed by a criminal court
      vii. costs and expenses of an appeal against improvement of prohibition notices
      viii. costs and expenses from the point of being charged for manslaughter corporate manslaughter corporate homicide or culpable homicide other than costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Terrorism (protection of premises) Consumer Protection and Food Safety legislation, applying within the Territorial Limits already incurred
      ix. costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**

2. Corporate Manslaughter and Corporate Homicide – Legal Defence Costs
   The **Insurers** will indemnify the **Insured** against costs of legal representation reasonably incurred with the **Insurer's** written consent in defending prosecutions under the Corporate Manslaughter and Corporate Homicide Act 2007 Committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**
   The **Insurers** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given provided that this indemnity shall not apply to the payment of fines or penalties or the costs of remedial orders or publicity orders or fees for intervention raised or payable under Health and Safety laws or regulations

   The **Insurers** Limit of Indemnity under this extension and any equivalent extension under Section 3 Employers Liability shall not exceed in the aggregate £1,000,000 in respect of all acts or omissions committed or alleged to have been committed during the **Period of Insurance** and shall be in addition to the amount of the Limit of Indemnity stated in the Schedule

3. Court Attendance Compensation
   The **Insurers** will indemnify the **Insured** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Section and with the

Insurers agreement up to a maximum of £750 for any director or partner of the **Insured** and up to a maximum of £250 for any **Employee** of the **Insured**

4. Cross Liabilities
Where the **Insured** comprises more than one party the **Insurers** shall treat each party as the **Insured** as if a separate Policy had been issued to each provided that nothing in this extension shall increase the liability of the **Insurers** beyond the amount for which the **Insurers** would have been liable had this extension not applied

5. Data Protection
The **Insurers** will cover the amount of compensation, costs and expenses which the **Insured** are legally liable to pay under Data Protection legislation occurring during the **Period of Insurance** arising from holding personal data or as a result of any loss misuse or unauthorised disclosure of personal data held by the **Insured** in the course of the **Business**

The **Insurer** will only pay
a) amounts of compensation which the **Insured** are ordered to pay, or which the **Insured** might reasonably be expected to pay by a court having jurisdiction
b) if the **Insured** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **Territorial Limits**

The **Insurer** will not cover
a) any claims from directors or **Employees**
b) fines or penalties imposed by a court
c) the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
d) the cost of replacing reinstating rectifying or erasing any personal data
e) refund of monies paid to the **Insured** by any claimant
f) liability for which cover is provided under any other more specific insurance

6. Defective Premises Act
The **Insurers** will indemnify the **Insured** in respect of any legal liability incurred by the **Insured** during the Period of Insurance under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by the **Insured**
Provided that the **Insurers** shall not be liable
a) for the cost of remedying any defect or alleged defect in the premises disposed of
b) if the **Insured** is entitled to indemnity from any other source

7. Environmental Statutory Clean-Up Costs
The **Insurers** will indemnify the **Insured** against
a) the cost of carrying out Remediation and/or
b) paying for Clean-Up Costs

pursuant to a lawful notice or demand served upon the **Insured** under any environmental protection legislation in Great Britain Northern Ireland the Isle of Man or the Channel Islands by any Enforcing Authority provided that such cost or costs arise from **Pollution or Contamination** 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**

Provided that

i. this extension is subject to an aggregate maximum of £25,000 for all losses in any one **Period of Insurance** including Claimants and Defence Costs and Expenses
ii. this limit forms part of and is not in addition to the Limit of Indemnity for this Section shown in the Schedule
iii. immediate loss prevention or salvage action is taken and the appropriate authorities are notified

The **Insurers** shall not provide indemnity

a) in respect of any work (whether preventive or otherwise) in respect of property

i. which is owned by or loaned leased hired or rented to the **Insured**
ii. which is held in trust or in the custody or control of the **Insured** or any other party who is carrying out work on the **Insured's** behalf
iii. which requires to be insured under the terms of Clause 6.5.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions

b) in respect of any work involving the reinstatement or reintroduction of flora or fauna
c) in respect of any fines or penalties
d) in respect of any Complementary or Compensatory Remediation as defined by the Environmental Damage (Prevention and Remediation) Regulations 2009 and any successor and/or amending legislation
e) in respect of costs of preventing any imminent threat of environmental damage where such costs are incurred in the absence of **Pollution or Contamination** caused by a sudden identifiable unintended and unexpected incident
f) in respect of costs of achieving any 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
g) where indemnity is provided by another insurance policy
h) in respect of pre-existing contaminated property
i) in respect of deliberate or intentional damage caused by the **Insured** where they have knowingly deviated from environmental protection rulings or have knowingly failed to inspect maintain or make necessary repairs to plant or machinery for which they are responsible

For the purposes of this extension
a) Clean-Up Costs shall mean costs of Remediation
b) Enforcing Authority shall mean any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain Northern Ireland the Channel Islands and the Isle of Man
c) Remediation shall mean remedying the effects of Pollution or Contamination as lawfully required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time such Remediation commences and shall include the testing for or monitoring of Pollution or Contamination

8. Indemnity to Managing Agents
In respect of liability arising in connection with the Buildings insured under Section 1 – Property All Risks if the **Insured** so requests the **Insurers** will extend Section 4 – Property Owners' Liability to indemnify the **Insured's** appointed managing agents in respect of liability arising out of the agreement entered into by the **Insured** with the managing agent to the extent required by such agreement
Provided that
a) the **Insured** would have been entitled to indemnity under this Section if the claims had been made against the **Insured**
b) the managing agent shall as if they were the **Insured** be subject to the terms of this Section and Policy
c) the total amount payable under this Section shall not exceed the Limit of Indemnity stated in the Schedule regardless of the number of persons claiming to be indemnified
d) the indemnity will not apply to legal liability arising out of a breach of professional duty or service

9. Indemnity to Other Parties
If the **Insured** so request the **Insurers** will indemnify the following parties
a) any officer or committee member or other member of the **Insured's** canteen social sports or welfare organisations or ambulance first aid fire medical or security services (but excluding medical practitioners) against liability incurred in such capacity
b) any partner director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this Section
c) any **Principal** for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the **Insured**

Provided that

i. each such party shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply
ii. the **Insurers** liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

10. Legionella

The **Insurers** will indemnify the **Insured** in respect of **Pollution or Contamination** caused by the discharge dispersal release or escape of legionella bacteria from **Premises** owned hired or rented by the **Insured** where the **Pollution or Contamination** is not caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place

Provided that

a) the indemnity provided under this extension shall only apply to claims made against the **Insured** during the currency of this extension or within 30 days of its expiry
b) this extension is subject to an aggregate maximum of £250,000 in respect of all claims made against the **Insured** in any one **Period of Insurance** including Claimants and Defence Costs and Expenses

The **Insurers** shall not provide indemnity in respect of

a) any occurrence happening before the inception date of this extension
b) liability which attaches because of an agreement but which would not have attached in the absence of such an agreement

Clause

If renewal of the indemnity provided by this extension is not offered by the **Insurers** the **Insurers** will indemnify the **Insured** in respect of any occurrence happening during the currency of this extension and before the expiry of the last **Period of Insurance** provided that

i. claims are made in writing within 90 days of the last **Period of Insurance**
ii. the **Insured** exercises the right granted by this Clause no later than 30 days after the last **Period of Insurance**
iii. the **Insured** pay the premium required by the **Insurers** which shall not exceed 20% of the annual premium or pro rata equivalent thereof applicable to the last **Period of Insurance**
iv. the aggregate maximum the **Insurers** will pay including Claimants and Defence Costs and Expenses in respect of all claims made against the **Insured** during the last **Period of Insurance** and within the amount of days shown in ii. above is the amount specified above as applying to this extension

Conditions

a) the **Insured** must ensure that in connection with any **Premises** owned hired or rented by them that they comply with the Health and Safety Commissions Approved Code of Practice - The Control of legionella bacteria in water systems Ref ISBN 0-7176-1772-6 or any amending Code of Practice
b) if in relation to any claim the **Insured** have failed to fulfil any of the above conditions the **Insured** will lose their right to indemnity or payment for that claim

11. Motor Contingent Liability

The **Insurers** will indemnify the **Insured** subject to the Limit of Indemnity stated in the Schedule against legal liability arising out of the use of any motor vehicle in the course of the **Business** anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided that the **Insurers** shall not be liable for

a) any vehicle owned or provided by the **Insured** or any **Principal** for whom the **Insured** is working or any sub-contractor acting for or on behalf of the **Insured**
b) damage to such vehicle or to goods conveyed in or on it
c) any vehicle being driven by the **Insured**
d) any vehicle being driven by any person who to the knowledge of the **Insured** or of the **Insured's** representative
   does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding
   or obtaining such a licence
e) in respect of which the **Insured** is entitled to indemnity under any other insurance

12. Overseas Personal Liability

The **Insurers** will indemnify the **Insured** subject to the Limit of Indemnity stated in the Schedule and if the **Insured** so request any director or partner of the **Insured** or any **Employee** or spouse of such person against

legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the **Business**
The indemnity shall not apply to legal liability
a) arising out of ownership or occupation of land and buildings
b) in respect of which any person referred to above is entitled to indemnity under any other insurance

13. Property in the Insured's Custody or Control
Section Exclusion 8 shall not apply to
    a) the personal effects (including vehicles and its contents) of any visitor or partner director or **Employee** of the **Insured**
    b) any premises (including their fixtures fittings and contents) not owned by or leased rented or hired to the **Insured** that are temporarily occupied by an **Insured** for the purpose of carrying out work therein or thereon
    c) any premises (including their fixtures and fittings) leased rented or hired to the **Insured** provided that the **Insurers** will not provide indemnity in respect of
        i. liability assumed by the **Insured** under a tenancy or other agreement unless liability would have attached in the absence of such tenancy or other agreement
        ii. the first £500 (or any applicable Deductible applying to the Section if greater) of each and every occurrence of loss or damage caused to any such premises fixtures or fittings other than by fire or explosion

Exclusions to Section 4

The indemnity granted under this Section shall not apply to

1. Advice and Design
Liability caused by or arising from any breach of professional duty in relation to advice instructions consultancy design formula specification inspection survey valuation certification testing or supervision undertaken or given for a fee

2. Asbestos
Insurers will not be liable in respect of any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos or any materials containing asbestos in whatever from or quantity

3. Contractual Liability
Liability which attaches because of a contract or agreement but which would not have attached in the absence of such contract or agreement

4. Cyber and Data
In respect of legal liability inclusive of claimants and defence costs and expenses for and arising directly or indirectly caused by or contributed to by resulting from or arising out of or in connection with
    a) any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling preventing suppressing or remediating any **Cyber Act** or **Cyber Incident**
    b) loss of use reduction in functionality repair replacement restoration reproduction loss or theft distortion erasure corruption or alteration of any **Data** including any amount pertaining to the value of such **Data**
    c) failure of electronic electromechanical data processing or electronically controlled equipment or **Data** to correctly recognise any given date or to process data to operate properly due to failure to recognise any given date

    This exclusion shall not apply to claims
    i. for death bodily injury illness or disease
    ii. for physical property damage
    iii. under the Data Protection cover for the Property Owners liability section of this policy directly or indirectly caused by or contributed to by resulting from arising out of or in connection with any **Cyber Act** or **Cyber Incident**

5. Damage to Goods Supplied
   Liability in respect of
   a) damage to any goods or other property sold supplied delivered installed or erected by or on behalf of the **Insured**
   b) all costs of or arising from the need for making good removal repair rectification replacement or recall of any such goods or property or any defective work carried out by or on behalf of the **Insured**

6. Financial Loss
   Liability for ***Financial Loss***

7. Fines
   Liability in respect of liquidated damages fines penalties exemplary punitive aggravated or multiplied damages

8. Fungal Pathogens
   Liability caused by or arising directly or indirectly from any **Fungal Pathogens**

9. Healthcare
   Liability for **Bodily Injury** arising from an act or omission in the provision of or failure to provide Health Care but this shall not apply (in so far as indemnity is otherwise provided) in respect of legal liability directly or indirectly resulting from caused by contributed to attributed to or in any way related to **Abuse**

   For the purpose of this exclusion
   a) Health Care means health care (but not First Aid) rendered by members of the health care and allied services or by others consequent on decisions or judgements made by such members
      Such members shall include
      i. medical and dental practitioners
      ii. nurses
      iii. midwives
      iv. pharmacists
      v. professions allied to medicine
      vi. care assistants and nursing auxiliaries
      vii. ambulance personnel
      viii. laboratory technicians
      ix. social workers
   b) First Aid means emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person by any director partner or **Employee** of the **Insured** in the course of carrying out their duties when undertaking the **Insured's Business**

10. Heat Work Away
    Liability arising out of any work away from premises owned or leased or rented by the **Insured** involving the use of grinding wheels cutting discs angle grinders electric oxy-acetylene or other welding or cutting equipment blow torches blow lamps or flame guns or hot air guns heated tar bitumen or asphalt or any other process involving the application of heat other than this exclusion shall not apply to the use of electric soldering iron

11. Injury to Employees
    Liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by the **Insured**

12. Mechanically Propelled Vehicles
    Liability arising out of the ownership possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or trailer attached thereto which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply
    a) while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
    b) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

    except where more specifically insured by any other policy

13. Overseas Representation
    Liability caused by or arising from any action brought against the **Insured** in any country which is not a member of the European Union where the **Insured** have a branch or a parent or a subsidiary company or are represented by a person or company holding the **Insured's** Power of Attorney

14. Pollution or Contamination
    Liability arising
    a) out of **Pollution or Contamination** unless 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** provided that all **Pollution or Contamination** arising out of one incident shall be deemed to have occurred at the time such incident takes place
    b) directly or indirectly out of **Pollution or Contamination** occurring in the United States of America or Canada or their dependencies or trust territories

15. Property in the Charge or Control of the Insured
    Liability in respect of loss or damage to any property belonging to or in the charge or control of the **Insured**

16. Safety Critical Products and Exports to USA and Canada
    Liability in respect of
    a) any **Products Supplied** which to the knowledge of the **Insured** are to be used as a safety critical part in connection with hovercraft watercraft drilling platforms or rigs motor vehicles railways railway locomotives or carriages operational areas of gas chemical nuclear petrochemical or power generation plants or mines
    b) any **Products Supplied** comprising or incorporated in or on any aircraft spacecraft or military or naval missile
    c) liability arising out of **Products Supplied** comprising or incorporated in ground support or control equipment used for the purpose of guidance navigation or direction of any aircraft spacecraft or military or naval missile
    d) any **Products Supplied** knowingly exported directly or indirectly to the United States of America or Canada or their dependencies or trust territories
17. Silica
    In respect of legal liability inclusive of claimants' and defence costs and expenses arising out of an Event occurring within the United States of America its territories and possessions Puerto Rico and Canada directly or indirectly resulting from caused by contributed to attributed to or in any way related to
    a) the actual alleged or threatened absorption ingestion or inhalation of silica in any form or in combination with any other particulate suspension or dust by any person or
    b) the existence of silica in any form or in combination with any other particulate suspension or dust

18. Vessels or Craft
    Liability arising out of ownership possession or use by or on behalf of the **Insured** of any vessel or craft designed to travel in on or through water air (including drones and other unmanned aerial vehicles) or space (other than hand propelled watercraft)

19. Work on Offshore Installations
    Liability in respect of Injury loss or damage in or on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel

Conditions

1. Bona Fide Subcontractors
   It is a condition of this insurance that in respect of injury loss destruction or damage arising out of work carried out on behalf of the **Insured** by bona fide subcontractors commencing during the **Period of Insurance** that the **Insured** obtain and retain a written record that such subcontractors have in force throughout the duration of any work undertaken by them for the **Insured** the following insurance
   a) Employers' Liability insurance in accordance with any law relating to compulsory insurance of liability to employees
   b) Public Liability insurance covering legal liability for **Injury** to any person other than described in a) above and loss destruction or damage to property with a limit of indemnity of not less than the Limit of Indemnity stated in the Schedule

This condition shall not apply where bona fide subcontractors are engaged to carry out work on behalf of the **Insured** in an emergency and there is insufficient time to obtain a written record from such subcontractor provided that the **Insured** shall obtain verbal confirmation and confirm such confirmation in writing and retain a copy as a written record

2. Discharge of Liability

The **Insurers** may at any time pay to the **Insured** in connection with any claim or series of claims

a) the amount of the Limit of Indemnity or

b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as compensation claimant's and defence costs and expenses recoverable prior to the date of such payment

On payment the **Insurers** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses incurred prior to the date of such payment

3. Other Insurances

If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source the liability of the **Insurers** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected

SECTION 5 – TERRORISM

This Section of the Policy is operative only if stated in the Schedule

Section Definitions

The following words or phrases have the same meaning wherever they appear, in ***bold italics***, within this Section.

Consequential Loss
Loss resulting from interruption of or interference with the **Business** as a result of ***Damage*** to property used by the **Insured** at the **Premises** for the purpose of the **Business**

Computer Systems
A computer or other equipment or component or system or item which processes stores transmits or receives ***Data***

Cyber Act
An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any ***Computer Systems***

Cyber Incident
a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any ***Computer Systems***
b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any ***Computer Systems***

Damage
Physical loss destruction or damage

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

Denial of Service Attack
Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks network services network connectivity or ***Computer Systems*** Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other ***Computer Systems***

Hacking
Unauthorised access to any ***Computer Systems*** whether the property of the **Insured** or not

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

Private Individual
Any person other than
1. company, association or partnership
2. a trustee or body of trustees where insurance is arranged under the terms of a trust
3. a person who owns residential property for the purpose of a business as a sole trader
4. a person who owns residential property of which in excess of 20% is commercially occupied
5. an executor of a will

Where

(i) the residential property is occupied by a trustee, executor of a will or a sole trader as a private residence and the property is not a block of flats then each will be classified as a private individual in respect of that property

(ii) more than one person is named on the Policy but each is a private individual, or one of the parties named is a financial interest that has simply had their interest noted then the Policy will be classified as being in the name of a private individual

Terrorism

For risks located in England, Wales and Scotland except for residential property insured in the name of a private individual

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

For risks located in the Channel Islands, Isle of Man and residential property located in England, Wales and Scotland insured in the name of a private individual

An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Virus or Similar Mechanism

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

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

Cover

The insurance provided under Section 1 – Property All Risks and Section 2 – Loss of Rent of this Policy is extended to include ***Damage*** caused by ***Terrorism***

All losses arising within 72 hours caused by ***Terrorism*** during the **Period of Insurance** will be treated as one loss and the **Insured** can decide when the 72 hour period starts as covered by this section, provided that all ***Damage*** occurs within the **Period of Insurance** and that no two periods overlap.

Extension

The **Insurers** will extend the cover provided under the Murder, suicide or disease cover under Section 2 – Loss of Rent to include loss caused by ***Terrorism***, subject to the following restrictions

Cover for ***Terrorism*** under the Murder suicide or disease cover applies for ***Terrorism*** set out in Section 2 – Loss of Rent except that it will only cover losses due to the actions of the police competent authority or any other statutory authority caused by ***Terrorism***

All losses arising within 72 hours caused by ***Terrorism*** during the **Period of Insurance** will be treated as one loss and the **Insured** can decide when the 72 hour period starts as covered by this section provided that all damage or loss occurs within the **Period of Insurance** and that no two periods overlap

The following Electronic risks exclusion applies to this cover

Electronic risks exclusion

The **Insurer** will not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

1. damage to or the destruction of any ***Computer Systems***
2. any alteration modification distortion erasure or corruption of ***Data***

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

Exclusions to Section 5

The following exclusions are applicable to all locations

1. Excluded Property
   The **Insurers** will not cover the **Insured** for any losses directly or indirectly caused by or resulting from loss destruction or damage to or at any
   a) property located outside England, Wales, Scotland, the Channel Islands and the Isle of Man and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
   b) Nuclear installation or nuclear reactor
   c) property which is specifically excluded elsewhere in this Policy

2. Motor
   The **Insurers** will not cover the **Insured** for any property
   a) covered by a motor policy other than a motor trade policy
   b) covered under a Road Risk section of a motor trade policy

3. Other insurances
   The **Insurers** will not cover the **Insured** for any property which is insured by or would, but for the existence of this Policy, be insured by any form of transit, aviation or marine policy**.**

The following exclusions are applicable to risks in England, Wales and Scotland only and where the risks are not residential property insured in the name of a private individual

1. Cyber
   The **Insurers** will not cover any losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from
   g) damage to or the destruction of any ***Computer Systems***
   h) any alteration, modification, distortion, erasure or corruption of ***Data***
   in each case whether the **Insured's** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from ***Virus or Similar Mechanism*** or ***Hacking*** or ***Phishing*** or ***Denial of Service Attack***.
   But this exclusion will not apply where the loss
   A) results directly from fire, explosion, **Flood**, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such a vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any ***Computer Systems,***
   and
   B) comprises
      i. the cost of reinstatement, replacement or repair in respect of ***Damage*** to or destruction of property insured by the **Insured** and/or
      ii. ***Consequential Loss*** suffered directly by the **Insured** as a direct result of either ***Damage*** or destruction to property insured by the **Insured** at a location covered by this Policy or as a direct result of denial, prevention or hindrance of access to a location where property insured by the ***Insured*** is covered by this Policy as a result of ***Damage*** caused by ***Terrorism*** to property which is within one mile of the location

   However, under A) and B) above the **Insurers** will not cover the **Insured** for any losses caused by ***Terrorism*** where the organisation involved or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state
   Subject only to the proviso set out in C) below, the following property is specifically excluded from the cover provided under A) and B) above
   i) money, currency, electronic cryptographic or virtual currency, including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any financial instrument of any sort whatever
   and
   ii) ***Data.***
   C) However in circumstances where loss otherwise falling within this section results indirectly from any alteration, modification, distortion, erasure or corruption of ***Data*** because the occurrence of a peril or

perils detailed under A) above results from any alteration, modification, distortion, erasure or corruption of ***Data*** then notwithstanding ii) above, such loss shall nonetheless be covered.

2. War Risks
   The **Insurers** will not cover any claims caused by or happening through riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

The following exclusions are applicable to risks in the Channel Islands, Isle of Man and to residential property risks insured in the name of a private individual for England, Wales and Scotland.

1. Cyber
   The **Insurers** will not cover any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from
   a) Any ***Cyber Act*** including but not limited to ***Hacking***, ***Phishing***, ***Denial of Service Attack*** or the transmission of any **Virus or Similar Mechanism**
   b) any ***Cyber Incident***.

2. Deliberate loss or damage
   The **Insurers** will not cover the **Insured** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by the **Insured**

3. Pollution and Contamination
   The **Insurers** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by, or in connection with, or arising from biological or chemical pollution or contamination.

4. Radioactive Contamination
   The **Insurers** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from
   1. ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
   2. buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
   3. transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
   4. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly
   5. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

5. War Risks
   The **Insurers** will not cover the **Insured** for any claims caused by or happening through war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority

Conditions

The **Insured** must comply with the following conditions to have the full protection of the Policy.

Some conditions specify circumstances whereby non-compliance will mean that the **Insured** will not receive payment for a claim. However, the **Insured** will be covered and the **Insurers** will pay the claim if the **Insured** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Limitation of Liability
   The **Insurers** liability for all losses from any one event and in total in any one **Period of Insurance** will not exceed
   a. the total sums insured under each section
   b. the sum insured for any one item
   c. any specific limit of our liability shown in the policy sections
   d. the sum insured (or limit remaining) after the deduction for any other ***Damage*** occurring during the same **Period of Insurance**

   whichever is the less as shown in the schedule

2. Proof of cover
   In any action, lawsuit or other proceedings or where the **Insurers** state that any loss, damage, costs or expense is not covered by this section it will be the **Insured's** responsibility to prove that they are covered.

SECTION 6 – COMMERCIAL PROPERTY OWNERS LEGAL EXPENSES

Section Definitions

The following words or phrases have the same meaning wherever they appear, in ***bold italics***, within this Section. If a term below is also defined in the General Definitions the definition below replaces the General Definition for purposes of this Section.

Appointed Advisor
The
1. solicitor, accountant or other advisor (who is not a mediator), appointed by ***Us*** to act on behalf of the ***Insured***;
2. mediator appointed by ***Us*** to provide impartial dispute resolution in relation to a claim accepted by ***Us.***

Business
The occupation, trade profession or enterprise carried out by the entity shown in the Schedule that attaches to this policy.

Collective Conditional Fee Agreement
A legally enforceable agreement entered into on a common basis between the ***Appointed Advisor*** and ***Us*** to pay their professional fees on the basis of either
1. 100% "no-win no-fee" or
2. where discounted, that a discounted fee is payable.

Conditional Fee Agreement
A legally enforceable agreement between ***You*** and the ***Appointed Advisor*** for paying their professional fees on the basis of either
1. 100% "no-win no-fee" or
2. where discounted, that a discounted fee is payable.

Employee
A worker who has or alleges they have entered into a contract of service with ***You***.

Insured
1. ***You, Your*** directors, partners, managers, officers and ***Employees*** of ***Your Business***.
2. A person declared to ***Us***, who is contracted to perform work for ***You***, who in all other respects ***You*** have arranged to insure on the same basis as ***Your Employees*** and who performs work under ***Your*** supervision.

Insured Property
1. ***Your Business*** premises.
2. Property owned by ***You*** which is let or which ***You*** intend to let to tenants for business or residential purposes.
3. Property owned by ***You*** which is let or which ***You*** intend to let to guests as holiday accommodation for leisure purposes under the terms of a written agreement

which is shown in the schedule to which this policy attaches and located in England, Scotland, Wales or Northern Ireland.

Insurer
ARAG Legal Expenses Insurance Company Limited.

Legal Costs & Expenses
1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the ***Appointed Advisor*** on the standard basis and agreed in advance by ***Us***. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.3.
2. In civil claims, other side's costs, fees and disbursements where the ***Insured*** has been ordered to pay them or pays them with ***Our*** agreement.
3. Reasonable accountancy fees reasonably incurred under Part B Insured event 4 Tax Disputes by the ***Appointed Advisor*** and agreed by ***Us*** in advance.
4. Health and Safety Executive Fees for Intervention.

5. ***Your Employee's*** basic wages or salary under Part B Insured event 8 Loss of Earnings in the course of their employment with ***You*** while attending court or tribunal at the request of the ***Appointed Advisor*** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.
6. The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Part B Insured event 10 c) where the ***Insured*** has taken advice from ***Our*** Executive Suite - Identity Theft Resolution helpline.
7. The professional fees and expenses of an ***Appointed Advisor*** selected by ***Us*** to reduce the actual adverse or negative publicity or media attention directed under Part B Insured events 10 e) Executive Suite and 11 Crisis Communication.

Reasonable Prospects of Success

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the ***Insured*** successfully pursuing or defending the claim and, if the ***Insured*** is seeking damages or compensation, a greater than 50% chance of enforcing any judgement that might be obtained.
2. In criminal prosecution claims where the ***Insured***
   a) pleads guilty, a greater than 50% chance of reducing any sentence or fine or
   b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal, a greater than 50% chance of the ***Insured*** being successful.

Where it has been determined that ***Reasonable Prospects of Success*** do not exist, the ***Insured*** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Tenancy Agreement

An agreement to let ***Your Insured Property***:

1) under an assured shorthold tenancy; or
2) under an assured tenancy;

as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010; or

3) under a Scottish private residential tenancy as defined by the Private Housing (Tenancies) (Scotland) Act 2016; or
4) under a short-assured tenancy or assured tenancy as defined by the Housing (Scotland) Act; or
5) in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
6) to a limited company or business partnership for residential purposes by its ***Employees.***

Territorial Limit

1. For Part A – the United Kingdom
2. For Part B Insured event 5 Legal Defence - the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union.
   For all other Insured events under Part B - the United Kingdom, Channel Islands and the Isle of Man.

We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the ***Insurer***

You/Your

The ***Business*** or person named in the Schedule, including any subsidiary and/or associated companies declared to ***Us***, and/or any person or business appointed as an agent of the named ***Business*** or person to manage the letting of ***Insured Property*** to the extent that any such agent has acted on behalf of the person or ***Business*** named in the Schedule.

Privacy Statement

This is a summary of how ***We***, on behalf of the ***Insurer***, collect, use, share and store personal information. To view ***Our*** full privacy statement, please see ***Our*** website https://www.arag.co.uk/data-legal/privacy-notice/

Collecting Personal Information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. ***We*** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should ***We*** ask for personal or sensitive information, ***We*** undertake that it shall only be used in accordance with ***Our*** privacy statement.

We may also collect information for other parties such as suppliers ***We*** appoint to process the handling of a claim.

Using Personal or Sensitive Information
The reason ***We*** collect personal or sensitive information is to fulfil ***Our*** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, ***We*** may need to share personal or sensitive information with other organisations.
We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected.
Please refer to ***Our*** full privacy statement for full details.

Keeping Personal Information
We shall not keep personal information for any longer than necessary.

Your Rights
Any person insured by this policy has a number of rights in relation to how ***We*** hold personal data including; the right to a copy of the personal data ***We*** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

Cover

This policy has two parts:
1) Part A covers ***You*** for legal disputes that arise from owning or letting out ***Your Insured Property***,
2) Part B relates to other legal matters arising from ***Your Business***.

If ***You*** are not trading as a business only Part A of this policy applies.

Following an Insured event, the ***Insurer*** will pay ***Legal Costs & Expenses*** including the cost of appeals (and compensation awards under Part B Insured event 2 Employment Compensation Awards), up to the policy limits stated below subject to all the following requirements being met:

1) ***You*** have paid the insurance premium.
2) The ***Insured*** keeps to the terms of this policy and cooperates fully with ***Us***.
3) Unless otherwise stated in this policy, the Insured events shown in Part B arise in connection with ***Your Business.***
4) The Insured event occurs within the ***Territorial Limit***.
5) The claim
   a) always has ***Reasonable Prospects of Success*** and
   b) is reported to ***Us***
      i) during the ***Period of Insurance*** and
      ii) as soon as the ***Insured*** first becomes aware of circumstances which could give rise to a claim.

   Where ***You*** have a disagreement with a tenant of ***Your Insured Property You*** must notify ***Us*** within 60 days of first becoming aware of the dispute.
6) Unless there is a conflict of interest, the ***Insured*** always agrees to use the ***Appointed Advisor*** chosen by ***Us***
   a) in any claim to be heard by an Employment Tribunal and/or
   b) before proceedings have been or need to be issued.
7) Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the ***Territorial Limit***.

A claim is considered to be reported to ***Us*** when ***We*** have received the ***Insured's*** fully completed claim form.

This Section of the Policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

Policy Limits

The most the ***Insurer*** will pay for all claims related by time or originating cause including the cost of appeals shall be limited to the following:

Insured events Part A:
• £50,000.

Insured events Part B:
• £100,000 for Insured events 1 to 9, 10a), b), and c)
• £25,000 for Insured events 10 d), 10e) and 11
In respect of Part B Insured event 2 Employment Compensation Awards, the most the ***Insurer*** will pay for all claims notified to ***Us*** during any one ***Period of Insurance*** is £1,000,000.

Part A - Your insured property

WHAT IS INSURED	EXCLUSIONS
1 **Property Damage, Nuisance & Trespass** a) An event which causes physical damage to ***Your Insured Property*** and/or anything owned by ***You*** at ***Your Insured Property.*** Provided that if the ***Insured Property*** is used as holiday accommodation i) ***You*** can provide a detailed inventory of its condition and contents which has been signed by ***Your*** guest(s) and ii) a dilapidations deposit has been paid in cash or payment has cleared in ***Your*** bank account. b) A public or private nuisance or a trespass relating to ***Your Insured Property***.	1) The first £250 of any claim in respect of Part A Insured event 1 b) except where ***You*** bring a claim against a person who is living at ***Your Insured Property*** without ***Your*** permission (i.e. squatters). ***You*** will have to pay this as soon as ***We*** accept ***Your*** claim. 2) Any claim arising from or relating to: a) damage or loss arising from a contract between ***You*** and a third party who is not: i) ***Your*** tenant or ex-tenant; or ii) a guest or guests staying at ***Your Insured Property*** that ***You*** have let out as holiday accommodation b) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on land or property by any government, local or public authority c) a dispute with any party other than the party who caused the damage, nuisance or trespass d) any nuisance or trespass claim in respect of Part A Insured event 1b) that arises from a contract, lease, licence or ***Tenancy Agreement*** between ***You*** and the third party (including trespass by ***Your*** ex-tenant).
2 **Repossession of Residential Property** Pursuit of ***Your*** legal rights to repossess ***Your Insured Property*** that has been let under a ***Tenancy Agreement*** provided ***You***: a) have demanded rent in writing from ***Your*** tenant as soon as it is overdue and can provide evidence of this b) have given the tenant the correct notices for the repossession of ***Your Insured Property*** c) are seeking a right of possession in England, Wales or Scotland where the court MUST find that the named ground of possession applies or d) have a legal right to repossess ***Insured Property*** that has been let in accordance with the Private Tenancies (Northern Ireland) Order 2006.	Any claim in England, Wales and Scotland where ***You*** are seeking a right of possession where the court MAY find that the named ground of possession applies.
3 **Commercial Lease Disputes** Pursuit or defence of ***Your*** legal rights arising from a dispute with ***Your Business*** tenant under the terms of a written lease agreement in relation to ***Your Insured Property*** which is a) granted under the Landlord & Tenant Act 1954 provided that where the dispute arises from or relates to renewal of ***Your*** lease	Any dispute that arises from or relates to a disagreement with ***Your*** tenant over payment or non-payment of service charges; or recovery of rent arrears that is otherwise covered by Part A Insured event 4.

agreement or the granting of a new ***Business*** tenancy: i) ***You*** will be opposing ***Your*** tenant's right to renew the tenancy under Section 30(1) of the Landlord and Tenant Act 1954; and ii) ***You*** can evidence that ***You*** have served the correct legal notice to terminate on the tenant in the prescribed form before ***Your*** tenant has served ***You*** with a request for a new tenancy, or b) contracted out of the Landlord & Tenant Act 1954 provided that: i) ***You*** have correctly served the necessary legal notice on ***Your*** tenant and ii) ***Your*** tenant has made the relevant declaration and iii) the lease is noted accordingly**.**	
4 **Recovery of Rent Arrears** Pursuit of ***Your*** legal right to recover rent owed to **You** by a) ***Your*** residential or ***Business*** tenant or ex-tenant of ***Insured Property*** b) a guest or guests staying at ***Your Insured Property*** which is used as holiday accommodation.	
5 **Holiday Homes Contract Disputes** A dispute that arises from a) a written agreement which ***You*** have entered into to let out ***Your Insured Property*** as holiday accommodation that is not otherwise covered by Part A Insured events 1 Property Damage, Nuisance & Trespass or 4 Recovery of Rent Arrears b) a contract **You** have entered into to buy or hire goods or services for the ***Insured Property*** which ***You*** have let or intend to let to guests as holiday accommodation.	Any claim arising from or relating to: 1) goods or services which exceed £6,000 (including VAT) in value 2) loans and mortgages 3) an employment contract 4) a settlement due under an insurance policy.

Part B - Your business

WHAT IS INSURED	EXCLUSIONS
1 **Employment** A dispute between ***You*** and ***Your Employee***, ex-***Employee***, or a prospective ***Employee***, arising from a breach or an alleged breach of their a) contract of service with ***You*** b) related legal rights. ***You*** can claim under the policy as soon as all internal procedures as set out in the i) ACAS Code of Practice for Disciplinary and Grievance Procedures, or ii) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland	Any claim arising from or relating to: 1 the pursuit of an action by ***You*** other than an appeal against the decision of a court or tribunal 2 actual or alleged redundancy that is notified to ***Employees*** within 180 days of the start of this policy, except where ***You*** have had equivalent cover in force up until the start of this policy 3 costs ***You*** incur to prepare for an internal disciplinary hearing, grievance or appeal 4 a pension scheme where actions are brought by ten or more ***Employees*** or ex-***Employees***.

	have been or ought to have been concluded.	
2	**Employment Compensation Awards** Following a claim ***We*** have accepted under Part B Insured event 1 Employment, the ***Insurer*** will pay any a) basic and compensatory award or b) an amount agreed by ***Us*** in settlement of a dispute. Provided that compensation is: i) agreed through mediation or conciliation or under a settlement approved by ***Us*** in advance or ii) awarded by a tribunal judgement after full argument unless given by default.	1 Money due to an ***Employee*** under a contract or a statutory provision relating thereto. 2 Compensation awards or settlement relating to i) trade union membership, industrial or labour arbitration or collective bargaining agreement ii) civil claims or statutory rights relating to trustees of occupational pension schemes.
3	**Employment Restrictive Covenants** a) A dispute with ***Your Employee*** or ex-***Employee*** which arises from their breach of a restrictive covenant where ***You*** are seeking financial remedy or damages. Provided that the restrictive covenant i) is designed to protect ***Your*** legitimate ***Business*** interests, for a period not exceeding 12 months and ii) is evidenced in writing and signed by ***Your Employee*** or ex-***Employee*** and iii) extends no further than is reasonably necessary to protect the ***Business*** interests. b) A dispute with another party who alleges that ***You*** have breached their legal rights protected by a restrictive covenant.	
4	**Tax Disputes** a) A formally notified enquiry into ***Your Business*** tax. b) A dispute about ***Your*** compliance with HMRC regulations relating to ***Your Employees***, workers or payments to contractors. c) An enquiry with HMRC about Value Added Tax. Provided that: a) ***You*** keep proper records in accordance with legal requirements and b) in respect of any appealable matter ***You*** have requested an Internal Review from HMRC where available.	Any claim arising from or relating to: 1 tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or omissions 2 an investigation by the Fraud Investigation Service of HMRC 3 circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to ***Your*** financial arrangements 4 any enquiry that concerns assets, monies or wealth outside of the United Kingdom 5 ***Your*** failure to register for VAT.
5	**Legal Defence** a) A criminal investigation and/or enquiry by: i) the police ii) other body with the power to prosecute where it is suspected that an offence may have been committed that could lead to the ***Insured*** being prosecuted. b) The charge for an offence or alleged offence which leads to the ***Insured*** being prosecuted in a court of criminal jurisdiction.	Any claim relating to a parking offence.
6	**Compliance & Regulation**	Any claim arising from or relating to:

	a) Receipt of a Statutory Notice that imposes terms against which ***You*** wish to appeal. b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body. c) A civil action alleging wrongful arrest arising from an allegation of theft. d) A claim against ***You*** for compensation under the Data Protection Act 2018 provided that i) ***You*** are registered with the Information Commissioner ii) ***You*** are able to evidence that ***You*** have in place a process to – investigate complaints from data subjects regarding a breach of their privacy rights – offer suitable redress where a breach has occurred and that ***Your*** complaints process has been fully engaged. e) A civil action alleging that an ***Insured*** (or an ex-***Employee*** provided that they have ***Your*** agreement to claim under this policy) has i) committed an act of unlawful discrimination; or ii) failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of ***Your Employees***.	1 the pursuit of an action by ***You*** other than an appeal 2 a routine inspection by a regulatory authority 3 an enquiry, investigation or enforcement action by HMRC 4 a claim brought against ***Your Business*** where unlawful discrimination has been alleged.
7	**Statutory Licence Appeals** An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew a licence or compulsory registration required to run ***Your Business***.	Any claim relating to a licence or registration scheme affecting ***Your Insured Property***.
8	**Loss of Earnings** The ***Insured****'s* absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the ***Appointed Advisor*** or whilst on jury service which results in loss of earnings.	Any sum which can be recovered from the court.
9	**Personal Injury** An event that causes bodily injury to, or the death of, an ***Insured***.	Any claim arising from or relating to a condition, illness or disease which develops gradually over time.
10	**Executive Suite** This Insured event applies only to the principal, executive officers, directors and partners of ***Your Business*** a) An HMRC enquiry into the executive's personal tax affairs b) A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from ***Your Business*** c) A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the	1 Any claim arising from or relating to: i) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions ii) an investigation by the Fraud Investigation Service of HMRC iii) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements iv) any enquiry that concerns assets, monies or wealth outside of the United Kingdom v) a parking offence vi) costs incurred in excess of £25,000 for a claim under 10 d) and 10 e).

	Executive suite identity theft resolution helpline d) A dispute that arises from the terms of ***Your Business*** partnership agreement that is to be referred to mediation e) Crisis communication as described in Part B Insured event 11 below shall be available to the principal, executive officers, directors and partners of the ***Business*** for matters occurring in their private and personal capacity that cause significant adverse publicity or reputational damage.	2 Crisis communication for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.
11	**Crisis Communication** Following an event which causes significant adverse publicity or reputational damage which is likely to have a widespread financial impact on ***Your Business***, ***We*** will a) liaise with ***You*** and ***Your*** solicitor (whether the solicitor is an ***Appointed Advisor*** under this policy, or acts on ***Your*** behalf under any other policy), to draft a media statement or press release b) prepare communication for ***Your*** staff/customers/suppliers and/or a telephone or website script or social media messaging c) arrange, support and represent an ***Insured*** at an event which media will be reporting d) support the ***Insured*** by taking phone calls/emails and managing interaction with media outlets e) support and prepare the ***Insured*** for media interviews provided that ***You*** have sought and followed advice from ***Our*** Crisis Communication helpline.	Any claim arising from or relating to: 1 matters that should be dealt with through ***Your*** normal complaints procedures 2 a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast 3 costs incurred in excess of £25,000.

Conditions to Section 6

Where the ***Insurer's*** risk is affected by the ***Insured's*** failure to keep to these conditions the ***Insurer*** can refuse a claim or withdraw from an ongoing claim. The ***Insurer*** also reserves the right to claim back ***Legal Costs & Expenses*** from the ***Insured*** if this happens.

1. **The Insured's Responsibilities**

An ***Insured*** must:

a) tell ***Us*** immediately of anything that may make it more costly or difficult for the ***Appointed Advisor*** to resolve the claim in the ***Insured***'s favour

b) cooperate fully with ***Us***, give the ***Appointed Advisor*** any instructions ***We*** require, and keep them updated with progress of the claim and not hinder them

c) take reasonable steps to claim back ***Legal Costs & Expenses*** and, where recovered, pay them to the ***Insurer***

d) allow the ***Insurer*** at any time to take over and conduct in the ***Insured's*** name, any claim.

2. **Freedom to Choose an Appointed Advisor**

a) In certain circumstances as set out in 2 b) below the ***Insured*** may choose an ***Appointed Advisor***. In all other cases no such right exists and ***We*** shall choose the ***Appointed Advisor***.

b) If:

i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an ***Insured***, or

ii) there is a conflict of interest

the ***Insured*** may choose a qualified ***Appointed Advisor*** except, where the ***Insured's*** claim is to be dealt with by the Employment Tribunal, ***We*** shall always choose the ***Appointed Advisor***.

c) Where the ***Insured*** wishes to exercise the right to choose, the ***Insured*** must write to ***Us*** with their preferred representative's contact details.

d) Where the ***Insured*** chooses to use their preferred representative, the ***Insurer*** will not pay more than ***We*** agree to pay a solicitor from ***Our*** panel and will pay only the costs that the ***Insurer*** would have been liable to pay. (***Our*** panel solicitor firms are chosen with care and ***We*** agree special terms with them including rates which may be lower than those available from other firms).

e) If the ***Insured*** dismisses the ***Appointed Advisor*** without good reason, or withdraws from the claim without ***Our*** written agreement, or if the ***Appointed Advisor*** refuses with good reason to continue acting for an ***Insured***, the ***Insurer's*** liability in respect of that claim will end immediately.

f) In respect of pursuing a claim ***You*** must enter into a ***Conditional Fee Agreement*** (unless the ***Appointed Advisor*** has entered into a ***Collective Conditional Fee Agreement***) where legally permitted.

3. **Consent**

a) The ***Insured*** must agree to ***Us*** having sight of the ***Appointed Advisor***'s file relating to the ***Insured's*** claim. The ***Insured*** is considered to have provided consent to ***Us*** or ***Our*** appointed agent to have sight of their file for auditing and quality and cost control purposes.

b) An ***Insured*** must have ***Your*** agreement to claim under this policy.

4. **Settlement**

a) The ***Insurer*** can settle the claim by paying the reasonable value of the ***Insured's*** claim.

b) The ***Insured*** must not negotiate or settle the claim without ***Our*** written agreement.

c) If the ***Insured*** refuses to settle the claim following advice to do so from the ***Appointed Advisor*** the ***Insurer*** reserves the right to refuse to pay further costs.

5. **Barrister's Opinion**

We may require the ***Insured*** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the ***Insured***, then the ***Insurer*** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by ***Us***, then the ***Insurer*** will pay for a final opinion which shall be binding on the ***Insured*** and ***Us***. This does not affect the ***Insured's*** right under Condition 6 below.

6. **Arbitration**

If any dispute between the ***Insured*** and ***Us*** arises from this policy, the ***Insured*** can make a complaint to ***Us*** as described on the page 4 of this policy and ***We*** will try to resolve the matter. If ***We*** are unable to satisfy the ***Insured's*** concerns and the matter can be dealt with by the Financial Ombudsman Service the ***Insured*** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If ***We*** and the ***Insured*** fail to agree on a suitable person to arbitrate the matter ***We*** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

7. **Other Insurance**

The ***Insurer*** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

8. **Fraudulent Claims and Claims Tainted By Dishonesty**

a) If the ***Insured*** makes any claim which is fraudulent or false, the policy may become void and all benefit under it may be lost.

b) An ***Insured*** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the ***Insured*** has breached this condition and that the breach has:

i) affected ***Our*** assessment of ***Reasonable Prospects of Success***, and/or
ii) prejudiced in any part the outcome of the ***Insured's*** claim

the ***Insurer*** shall have no liability for ***Legal Costs & Expenses*** incurred from the date of the ***Insured's*** breach.

9. **Cancellation**

In addition to the Cancellation conditions as set out under the General Conditions, the ***Insurer*** may also cancel the policy and refund the premium for the remaining ***Period of Insurance*** if at any time ***You***:

i) enter into a voluntary arrangement or a deed of arrangement or
ii) become bankrupt, are placed into administration, receivership or liquidation or
iii) have ***Your*** affairs or property in the care or control of a receiver or administrator.

10. **Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction**

All legal instruments, bodies and rules referred to within this policy shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement. This policy will be governed by English law.

Exclusions to Section 6

Part A

1. Any disagreement with a tenant of an ***Insured Property*** during the first 90 days of the first ***Period of Insurance*** where the ***Tenancy Agreement*** started before the start of this cover except where ***You*** have had equivalent cover in force up until the start of this policy.
2. Registering, assessing or reviewing rent, rent control, land tribunals or matters that fall under the jurisdiction of the Property Chamber of the First-tier Tribunal.
3. Any claim arising from or relating to an ***Insured Property*** owned by ***You*** which has been or which should have been registered as a House of Multiple Occupation.

Part B

The ***Insured*** is not covered for any claim arising from or relating to:

1. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Part B Insured event 1 Employment)
2. National Minimum Wage and/or National Living Wage Regulations
3. patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Part B Insured event 3 Employment Restrictive Covenants).

Applicable to the whole Section of this policy

The ***Insured*** is not covered for any claim arising from or relating to:

1. costs or compensation awards incurred without ***Our*** consent
2. any actual or alleged act, omission or dispute happening before, or existing at the start of the insurance provided by this policy, and which the ***Insured*** knew or ought reasonably to have known could lead to a claim
3. an allegation against the ***Insured*** involving:
   a) assault, violence, malicious falsehood or defamation
   b) indecent or obscene materials
   c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
   d) illegal immigration
   e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities

   except in relation to Part B Insured event 11 Crisis Communication
4. defending a claim in respect of loss or damage that has been caused to ***Your*** property
5. a dispute with any subsidiary, parent, associated or sister company or between shareholders or business partners (except in relation to mediation under Part B Insured event 10 d)
6. a) a franchise agreement
   b) an agency agreement through which one party has the legal capacity to alter the legal relations of the other
7. a judicial review
8. a dispute with ***Us***, the ***Insurer*** or the party who arranged this cover not dealt with under Condition 6.

9. The payment of fines, penalties or compensation awarded against the ***Insured*** (except as covered under Part B Insured event 2 Employment Compensation Awards); or costs awarded against the ***Insured*** by a court of criminal jurisdiction.

How to make a claim

Telling us about your claim

1) If an ***Insured*** needs to make a claim, they must notify ***Us*** as soon as possible.
2) Where ***You*** are claiming under Part A, ***You*** must have correctly issued the necessary notices informing ***Your*** tenant of ***Your*** intention to repossess the ***Insured Property***.
3) If an ***Insured*** instructs their own solicitor or accountant without telling ***Us***, they will be liable for costs that are not covered by this policy.
4) A claim can be made online at **www.arag.co.uk/newclaims**. Alternatively an ***Insured*** can obtain a claim form by downloading one at **www.arag.co.uk/newclaims** or by calling ***Us*** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
5) The completed application and supporting documentation can be submitted online or sent to ***Us*** by email, or post. Further details are set out on ***Our*** website.

What happens next?

1) ***We*** will send the ***Insured*** an acknowledgment by the end of the next working day after receiving their claim.
2) Within five working days of receiving all the information needed to assess the availability of cover under the policy, ***We*** will contact the ***Insured*** either:
   a) confirming cover under the terms of this policy and advising the ***Insured*** of the next steps to progress their claim; or
   b) if the claim is not covered, ***We*** will explain in full the reason(s) why and advise whether ***We*** can assist in another way.
3) When a representative is appointed they will try to resolve the ***Insured****'s* dispute without delay, arranging Alternative Dispute Resolution, such as mediation whenever appropriate.
4) ***We*** will check on the progress of the ***Insured's*** claim with the ***Appointed Advisor*** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

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UNDERWRITING

Unicorn Underwriting Limited is registered in England. Company No. 6302201. Registered Office: 22 Bishopsgate, London. EC2N 4BQ.
Unicorn Underwriting Limited is authorised and regulated by the Financial Conduct Authority.

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