



PROTECTOR
Forsikring

REGISTERED SOCIAL LANDLORDS
POLICY WORDING

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About Your Policy

Your Insurance Contract is underwritten by Protector Forsikring ASA which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority. Protector Forsikring ASA is registered in the UK as Protector Insurance, FC033034, registered address: City Tower, Piccadilly Plaza, Manchester, M1 4BT.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.gov.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768. The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pru, or the Prudential Regulation Authority can be contacted on 0207 601 4878.

Unless **we** have agreed otherwise with **you**, the law applicable to this contract is that of England and Wales unless **your** registered office or principle place of **business** is situated in Scotland or Northern Ireland the Channel Islands or the Isle of Man in which case the law of that territory will apply.

Signed, on behalf of Protector Insurance



Henrik Høye, Chief Executive Officer

How to Use Your Policy

We wish to provide **you** with a good standard of service. To help **us** achieve this, it is important that **you** read this policy carefully. If it does not meet **your** requirements, or **you** have any comment or query about the policy, please contact **us** through **JLTSI**, which issued **your** policy.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this Policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**. **We** will provide Insurance as stated in each operative section of the Policy during the **Period of Insurance**.

Your schedule provides details of the insurance protection provided, the sections of the policy which are operative and the levels of cover **you** have.

Your policy contains details of the extent of cover available to **you**, what is excluded from cover and the conditions on which the policy is issued. Please examine **your schedule** and any **endorsements** to ensure it meets **your** requirements.

Duty of Fair Presentation

1. Before this policy is entered into, **you** must make a fair presentation of the risk to **us**, in accordance with Section 3 of the Insurance Act 2015. In summary, **you** must:
 - a) Disclose to **us** every material circumstance which **you** know or ought to know. Failing that, **you** must give **us** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
 - b) Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
 - c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
2. For the purposes of clause (1)(a) above, **you** are expected to know the following:
 - a) If **you** are an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
 - b) If **you** are not an individual, what is known to anybody who is part of the Insured's senior management; or anybody who is responsible for arranging the Insured's insurance.
 - c) Whether **you** are an individual or not, what should reasonably have been revealed by a reasonable search of information available to **you**. The information may be held within **your** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If **you** are insuring subsidiaries, affiliates or other parties, **we** expect that **you** will have included them in its enquiries, and that **you** will inform **us** if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.
3. If, prior to entering into this policy, **you** shall breach the duty of fair presentation, the remedies available to **us** are set out below.
 - a) If **your** breach of the duty of fair presentation is deliberate or reckless:
 - i. **We** may avoid the policy, and refuse to pay all claims; and,
 - ii. **We** need not return any of the premiums paid.
 - b) If **your** breach of the duty of fair presentation is not deliberate or reckless, **our** remedy shall depend upon what **we** would have done if **you** had complied with the duty of fair presentation:
 - i. If **we** would not have entered into the policy at all, **we** may avoid the policy and refuse all claims, but must return the premiums paid.
 - ii. If **we** would have entered into the policy, but on different terms (other than terms relating to the premium), the policy is to be treated as if it had been entered into on those different terms from the outset, if **we** so require.

- iii. In addition, if **we** would have entered into the policy, but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.
- 4. If, prior to entering into a variation to this policy, **you** shall breach the duty of fair presentation, the remedies available to **us** are set out below.
 - a) If **your** breach of the duty of fair presentation is deliberate or reckless:
 - i. **We** may by notice to **you** treat the policy as having been terminated from the time when the variation was concluded; and,
 - ii. **We** need not return any of the premiums paid.
 - b) If **your** breach of the duty of fair presentation is not deliberate or reckless, **our** remedy shall depend upon what **we** would have done if **you** had complied with the duty of fair presentation:
 - i. If **we** would not have agreed to the variation at all, **we** may treat the policy as if the variation was never made, but must in that event return any extra premium paid.
 - ii. If **we** would have agreed to the variation to the policy, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if **we** so require.
 - iii. If **we** would have increased the premium by more than it did or at all, then **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.
 - iv. If **we** would not have reduced the premium as much as it did or at all, then **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{reduced total premium}) \times 100$.

Contracts (rights of Third Parties) Act 1999 Clarification Clause

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

Complaints Procedure

We aim to provide the highest standard of service to **you**. If the service **we** provide does not meet **your** expectations **we** value the opportunity to look into any concerns **you** may have. The following will help **us** to understand **your** concerns and give **you** a fair response.

If **your** complaint is about **your** policy or a claim, **you** can refer **your** complaint to **us**, please call **us** on 0161 932 1498. **We** will investigate **your** complaint and issue a response letter. Alternatively, **you** can contact **us** at the following address:

Customer Relations Manager
Protector Insurance
7th Floor
3 Hardman Street
Spinningfields
Manchester
M3 3HF
Tel: 0161 274 9077
Email: csm@protectorinsurance.co.uk

We will acknowledge **your** complaint within 5 working days of receipt. In the unlikely event that **your** complaint hasn't been resolved within 4 weeks of receipt **we** will write and advise **you** of the reasons why and the further action **we** will take.

Within eight weeks of receipt **we** will either issue **you** with a final response letter detailing the outcome of our investigation and our decision, or a letter confirming when **we** anticipate to have its investigation.

If **you** are unhappy with the response and **you** are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust) **you** may wish to contact the Financial Ombudsman Service.

If **you** are unhappy with our decision, or if **we** do not complete its investigation within eight weeks, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS) who may liaise with **us** on **your** behalf. The FOS will inform **you** directly of its decision. Referral to the FOS does not prejudice **your** right to take subsequent legal proceedings.

Their address is:
The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Data Protection

Any information **you** have provided will be dealt with by **us** in compliance with the provisions of the Data Protection Act 1998. For the purposes of providing this insurance and the handling of any claims or complaints, **we** may need to transfer certain information which **you** have provided to other parties.

Financial Sanctions

We shall not provide cover and We shall not be liable 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 Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Switzerland, United Kingdom or United States of America.

Employer's Liability Tracing Office Notice

Certain information relating to **your** policy, namely:

1. The policy number(s)
2. Employers' names and addresses (including subsidiaries and any relevant changes of relevant name)
3. **Periods of Insurance**
4. (If relevant) the employers' reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers

Will be provided to the Employers' Liability Tracing Office, ("ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **you** that the above named information provided to **us** will be processed by **us** for the purpose of providing ELD in compliance with the provisions of the Employers' Liability Insurance Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of the course of their employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer that provided employers liability insurance.

Policy Definitions

Certain words and expressions within this policy are deemed to have a particular meaning wherever they appear in the policy. All definitions are highlighted in bold and italics to assist in ***you*** identifying them.

World or Expression	Meaning
Abuse	Any direct or indirect act or failure to act that intentionally harms or injures a third party. For the purposes of <i>your</i> policy, <i>abuse</i> shall include any form of physical, sexual and psychological harm or injury arising in the course of <i>your business</i> .
<i>Accidental Damage</i>	Sudden and unexpected damage caused by external and visible means.
<i>Block of Flats</i>	Any block of more than one self-contained unit or <i>building</i> converted into more than one self-contained unit.
<i>Bodily injury</i>	Personal injury or death from external violent and visible means, sickness or disease.
<i>Buildings/building</i>	The structure of the house, bungalow, apartment, <i>block of flats</i> , block of maisonettes, <i>commercial property</i> or <i>office premises</i> owned by <i>you</i> or for which <i>you</i> are legally responsible which has been declared to <i>us</i> or would be declared under the Capital Additions Clause and which <i>we</i> have accepted under this insurance including: 1. <i>Landlord's</i> fixtures and fittings 2. <i>Landlord's</i> fixed floor coverings (including fitted carpets in communal parts). 3. Garages, greenhouse, sheds and outbuildings. 4. Statues and fountains cemented into the ground. 5. Patios, paved and decked areas, footpaths, road, car parks, lampposts, drives, swimming pools but not their covers, hard tennis courts, fixed playground equipment and play areas, walls fences and gates, drains, pipes, cables and underground tanks servicing the building. 6. Closed circuit security TV systems, security equipment, canopies, fixed signs and external lighting, aerials, satellite dishes and solar panels.
<i>Business</i>	As detailed in <i>your Schedule</i> .
<i>Business Hours</i>	The normal period during which <i>office premises</i> are occupied by <i>you</i> or <i>your employees</i> for the purposes of the <i>business</i> .
<i>Commercial Property</i>	Shops, community centers, care homes, hostels and other <i>buildings</i> used in connection with any commerce but excluding <i>office premises</i> .
<i>Computer and Electronic Equipment</i>	All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware and any electronic equipment, data processing equipment, information

	repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto laptops, hand-held devices including phones and smartphones used to make or receive telephone calls through a cellular network and their accessories, tablets or Personal Digital Assistants, peripheral &/or ancillary computer equipment such as printers, photographic and visual display equipment such as projectors and any equipment, which having more than one function, can be used as Computer and Electronic Equipment .
Denial of Service Attack:	Any actions or instruction with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic within, between or amongst networks.
Diseases	Anyone of the following infectious or contagious diseases: Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal, Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Bubonic Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or, Yellow Fever, at the buildings .
Employee	Anyone working for you in connection with the business , specifically: 1. Person under a contract of service or apprenticeship with you. 2. Labour master and people supplied by him or her. 3. Person employed by labor-only sub-contractors. 4. Self-employed person. 5. Person hired from any public authority, company, firm or individual. 6. Voluntary committee member, trustee or other voluntary worker. 7. A trainee or person undertaking work experience.
Endorsement	A change to the terms of this insurance contract as showing in your schedule .
Excess	The first part of any claim that you must pay following loss or damage and as detailed in your schedule .
Flood	The escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes), tidal wave, tsunami or any other inundation from the sea, whether or not driven by wind.

Geographical limits	Great Britain, Isle of Man, Channel Islands, Northern Ireland.
Gross Revenue	The amount declared to us by you representing: 1. the income paid or payable to you for goods sold or services rendered in the course of the business at the office premises as shown on your schedule 2. The income paid or payable to you in respect of accommodation and services provided at the office premises as shown on your schedule but excluding any rent receivable in respect of housing units.
Hacking	Means unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether or not the property of the Insured .
Housing Unit	Means each self-contained private dwelling house, block of maisonettes or block of flats or complex owned, managed or leased by You or for which You are legally responsible which has been declared to Us and which We have accepted under Your insurance.
Immediate Family	A resident's respective spouse, partner, children (including adopted and foster children), parents or other relatives who reside in the private living accommodation with the resident .
Indemnity Period	The period beginning with the occurrence of the Loss or Damage and ending no later than the maximum indemnity period stated on your schedule during which the results of the business shall be affected by the loss or damage.
Landlord	You and any party of whom you have accepted responsibility for under contract by excluding any leaseholders or shared owners.
Landlord's contents	Furniture, furnishings, carpets (but not carpets in communal areas) and other related property which you own or are legally responsible for whilst within the furnished accommodation part of the buildings but excluding: 1. Any living creature. 2. Landlords' fixtures and fittings. 3. Food and Drink. 4. Articles of gold, silver, other precious metals, jewellery, gemstones, pearls and watches. 5. Clothing (including furs), personal effects, money, stamp, coin and other collections, certificates, cheques, securities of documents. 6. Motorised Vehicles.

	7. Swimming pool covers. 8. External television and satellite receiving equipment. 9. Office Contents.
Loss of Rent	Rent you would have received but have lost (including up to two years ground rent) or Anticipated rent in respect of buildings damaged in the course of construction by any cause which would have been insured following completion and handover to you .
Money	Cash, bank currency notes, cheques, giro cheques, travelers cheques, postal or money orders, banker's drafts, current postage and revenue stamps, unused units in postage stamp franking machines, national insurance stamps, stamped or franked national insurance cards, national savings stamps, national savings certificates, premium bonds, holiday-with-pay stamps, bills of exchange, credit and debit card sales' vouchers, luncheon vouchers, consumer redemption vouchers, trading stamps, gift tokens, lottery and other prize scratch cards and VAT purchase invoices all relating to the business and belonging to you or which is your responsibility.
Motorised Vehicle	Any electrically or mechanically powered vehicle, caravans, trailers, watercraft including surfboards, hovercraft, aircraft, all-terrain vehicles or quad bikes, including any part or accessories other than domestic gardening equipment, battery-operated golf trolleys or wheelchairs, battery or pedestrian operated models or toys used within the boundaries of the land belonging to the buildings .
Non Negotiable Money	Crossed cheques, crossed money orders, crossed postal orders, crossed banker's drafts, stamped national insurance cards, national savings certificates, premium bonds, unexpired units in franking machines, credit card sales vouchers and VAT purchase invoices all relating to the business and belonging to you or for you are legally responsible
Occurrence	Means any one loss or series of losses consequent upon or attributable to one source or original cause.
Office Contents	Means machinery, plant, Computer & Electronic Equipment, furniture, fixtures, fittings, alterations and decoration and all other contents the property of You or held by You in trust for which You are legally responsible and are contained within the Office Premises but excluding: 1. Any living creature. 2. Landlords' fixtures and fittings. 3. Food and Drink. 4. Articles of gold, silver, other precious metals, jewellery, gemstones, pearls and watches. 5. Clothing (including furs), personal effects, money, stamp, coin and other collections, certificates, cheques, securities of documents. 6. Motorised vehicles. 7. Swimming pool covers. 8. External television and satellite receiving

	equipment. 9. Landlord's contents.
Office Premises	Buildings used solely as office premises by you and located within the geographical limits .
Ornamental or Landscaped Gardens	Any garden that is professionally designed, landscaped and tended within the boundaries of the land belonging to the buildings .
Our, Us, We	Protector Forsikring ASA In Respect of claims management we, our or us may refer to Broadspire Limited
Period of Insurance	The period shown in the schedule and any further period for which you have paid or have agreed to pay and we have accepted or have agreed to accept your Premium.
Pollution or Contamination	Means pollution or contamination of Buildings/Building or other structures or of water or land or the atmosphere and all loss or destruction or damage or injury directly or indirectly caused by such pollution or contamination.
Products Supplied	Anything which is manufactured, sold, supplied, processed, treated, repaired, serviced or tested, installed, constructed, erected or transported by you or on your behalf and which is no longer owned by you or in your custody or control or that of any employee .
Programme(s)	Means the set of instructions significant to the computer's central processor which is composed to enable a user to achieve the desired result with data input by the user.
Property	Property Insured shall include, buildings, landlords contents excluding computer equipment, professional fees, debris removal, stock in trade, rent and any other property specifically specified.
Reinstatement cost	The cost of reinstating buildings to the same style and appearance as new including fees and other associated costs and the cost of meeting Local Authority and/or other regulatory requirements.
Rent	Unitary charges, grants, service charges, management charges and any other income reasonably expected.
Resident	The lessee, tenant or part owner of any building including their immediate family .
Residents' Contents	The personal property of residents , nurses or other employees within the area designated as their private living accommodation where contents insurance is provided for within the tenancy agreement between the landlord and the tenant, as stated on the schedule .
Schedule	The document detailing your insurance including the period of insurance and any endorsements applicable.

Software	Means any <i>Programme(s)</i> which is/are characterised as systems and/or application software and which is/are designed to invoke processing and/or facilitate the writing of any <i>Programme(s)</i> .
Storm	Rainstorm, windstorm, hailstorm, hurricane, tempest, typhoon, tornado or cyclone, including damage caused by water that backs up from a sewer or drain as a direct result (excluding flood).
Terrorism	Means an act, including but not limited to the use of force or violence and/or the 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 to put the public, or any section of the public, in fear.
Uninhabitable	If a building is deemed to be unstable as defined under the Housing Act 1985 or if it is unfit for human habitation due to inadequate lighting, heating, water supply, cooking facilities, washing facilities, toilet facilities or effective drainage/sewage systems.
Unlawful Association	Means any organisation which is engaged in Terrorism and includes an organisation which at any time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973 or any amendment thereto.
Unoccupied	Vacant, empty, untenanted or not in use.
Virus or Similar Mechanism:	Means any programme code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect any computer <i>Programme(s)</i> , data files or operations, whether involving self-replication or not. <i>Virus or Similar Mechanism</i> includes but is not limited to Trojan horses, worms and logic bombs.
You, Your	The organisation(s) and person(s) stated on the schedule and in respect of Section 9 Employers' Liability the policyholder stated upon the certificate of Employer's liability insurance. Members of Tenants Associations as stated on the schedule .

Section 1 – Buildings and Landlord's Contents

This section only applies when shown in **your Schedule**. Please also see the General Exclusions and General Conditions.

We will indemnify **you**, less the **excess** detailed in **your schedule**, in the event of loss or damage to property insured caused by the events listed below occurring or commencing during the **period of insurance**.

Event	Excluded from Cover
1. Fire, smoke, lightning, explosion, earthquake	a) Explosion cause by the bursting of a boiler, economiser or other equipment where the internal pressure is due to steam only but not to any resultant loss or damage due to fire which may occur following the explosion.
2. Storm or Flood	a) Loss or damage caused by frost. b) A 10% deduction from each claim for each year of age in respect of loss or damage to fences or gates. c) Loss or damage to swimming pools, tennis courts, paved terraces, patios, footpaths, drives and foundations unless the main structure of the building is damaged by the same cause at the same time. d) Loss or damage attributable solely to change in the water table.
3. Freezing water in fixed water or fixed heating systems, water escaping from washing machines, dishwashers, fixed water or fixed heating systems or Oil escaping from a fixed heating system.	a) Loss or damage to the appliance or system itself from which the water escapes except where the damage is caused by freezing. b) Loss or damage to swimming pools. c) Subsidence, landslip or heave caused by escaping water.
4. Riot, civil commotion, strike, labour or political disturbance.	a) Any claim reported to us more than 7 days after the date of the incident.
5. Malicious Damage.	a) Loss or damage caused by you , any of your directors or employees .
6. Theft or attempted theft.	a) Loss or damage caused by you , any of your directors or employees .
7. Subsidence, heave or landslip of the site on which your buildings stand.	a) The subsidence, heave or landslip excess shown in the schedule . b) Loss or damage: i. To patios, drives, terraces, footpaths, tennis courts, swimming pools, statues, fountains, playgrounds and play areas, car parks, walls, fences and gates, canopies and closed circuit television systems, security equipment, fixed signs and external lighting unless the main structure of the buildings is damaged by the same cause and at the same time.

	ii. . To solid floors, or damage caused because solid floors have moved, unless the foundations of the outside walls of the buildings is damaged by the same cause and at the same time. iii. To new structures bedding down, expanding or shrinking or the settling of newly made-up ground. iv. Caused by coastal or river erosion. v. Caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the buildings. vi. . Caused by or as a result of the buildings being under construction demolished, altered or repaired. vii. . Which commenced or occurred before the inception of your policy.
8. Falling trees or branches, including the cost of removing the fallen part of the tree or the complete tree if totally uprooted	
9. Falling aerals or satellite receiving equipment, their fittings or masts.	a) Loss or damage to the aerial, satellite receiving equipment, fittings and masts.
10. Impact by flying objects, vehicles, trains, animals or aircraft or anything dropped from them.	
11. Accidental Damage to drains, pipes, cables and underground tanks (including gradually operating tree root ingress) used to provide services to or from the buildings which you, or any of the residents are legally responsible for.	a) Loss or damage caused by or from movement, settlement or shrinkage of any part of the buildings or the land belonging to the buildings.
12. Accidental breakage of glass in doors or windows ceramic hobs if fitted, sanitary ware, solar heating panels fixed to and forming part of the building or within the boundary of the building .	
13. Accidental Damage	a) Loss or damage caused by the buildings moving, settling, shrinking, collapsing or cracking. b) Loss or damage caused by any process of cleaning, repairing, renovating or maintaining the buildings. c) Loss or damage to swimming pools, tennis courts, patios, paved footpaths, roads, car parks, lampposts and drives. d) Anything stated under excluded from cover for events 1-12.

Section 1 – Extensions

The insurance by Section 1 – **buildings** is extended to include the following occurring or commencing during the **period of insurance**:

Event	Excluded from Cover
14. The costs incurred in breaking into and repairing the pipe between the building and the main sewer to clear any blockage if normal methods have failed to release the blockage.	a) The cost of clearing blocked sewer pipes, drains, soakaways, pipes or underground tanks.
15. Damage to the property caused by forced entry of Emergency Services.	
16. If you or any of the residents have agreed to sell any building and, between the date contracts are exchanged and the date the sale is completed, it suffers accidental damage we will provide cover for the person buying the building when the sale has been completed, so long as this is within the period of insurance .	a) This cover does not apply if insurance on the buildings has been arranged by or for the buyer.
17. Loss of Rent and cost of Alternative Accommodation: We will pay Loss of Rent and reasonable costs of comparable accommodation (including storage of contents and the cost of accommodation of domestic pets where not more specifically insured) incurred by you or the resident of the buildings during the period necessary to restore the buildings to a habitable condition if the buildings are rendered uninhabitable due to: a) Accidental Damage by any of the events 1 to 13 of this section. b) Accidental Damage caused to property nearby following instructions from the emergency services. c) As a result of denial of access to the property by order of Government, Local Authority or emergency services where there is no physical damage to the buildings Or if any: a) Generating station or substation of a public electricity supply provider. b) Land based premises of the public gas supply or any national gas producer linked directly to the building c) Waterworks and pumping stations of a public water supply provider. d) Land based premises of any public telecommunications provider.	a) Any amount greater than 25% of the reinstatement cost of the building at the time the loss or damage occurs. b) Any costs caused by any electricity, gas, water or telecommunications company cutting off or restricting your supply other than as a direct result of loss or damage . c) Any costs due to the failure of your electricity, gas, water or telecommunications supply caused by a withdrawal of labour at the electricity, gas, water or telecommunications company

From which the building buildings obtain electricity, gas, water or telecommunication services are damaged by any of the events 1-14 of this section which renders the buildings uninhabitable. The extension shall also pay a) Loss of advance rent lost for property in the course of construction or alteration or refurbishment but excluding timber framed construction property, which suffers a loss which would have been covered within the terms of this policy upon its completion. The maximum We will pay in respect of any one claim under this part of the extension is 25% of the sum insured of the Buildings/Building that has suffered the damage or £1,000,000, whichever is the lesser. b) The cost of interest incurred where property has been built or altered or refurbished or improved for sale where the date of occupation is deferred following a loss which would have been insured within the terms of this policy upon completion. c) Any expenditure necessarily and reasonably incurred in the provision of comparable accommodation for the benefit of any lease to comply with the requirements of the lease, including costs of kenneling or boarding domestic pets if they are not allowed in the alternative accommodation.	
18. The cost of metered water or oil from any domestic heating installation for which you are legally responsible lost in the buildings following accidental damage.	a) Any amount greater than £25,000 for any one loss.
19. Contents of warden's offices including money in their care custody and control.	a) Any loss arising from fraud or dishonesty by you, your directors, employees or any resident. b) Any shortage due to mistakes or neglect. c) Any Loss in value of money. d) Any amount greater than be £10,000 for contents and £250 for money and subject to a maximum single item limit of £1,000 for any one loss.
20. Theft of money in coin operated washing machines, tumble dryers and telephone kiosks. Excluding:	a) Any amount greater than £250 for each machine.
21. We will pay the costs and expenses you pay with our written permission to find the source of any damage caused to the building by escape of water from fixed water or heating system and then make good.	a) The most we will pay is £10,000 for any one loss less the excess applicable to Sections 1 to 12 of this policy.

22. Accidental damage to satellite receiving equipment, aerials and their fittings or masts which are permanently fixed to the outside of the building or within the boundary of the building.	
23. Loss or damage to ornamental or landscaped gardens caused by events 1, 5, 6, 7 and/or by the emergency services.	a) Any amount greater than £25,000 for any one loss.
24. If you or the residents lose the keys to the doors of the buildings or to safes or alarms in the buildings or they are stolen, or there is accidental damage to the locks of the doors, safes or alarms, we will either pay the cost of changing locks and keys or repairing locks if we choose.	a) Any amount greater than £5,000 for any one loss. b) Loss or damage caused by any process of repair or restoration.
25. We will pay the cost of removing debris, dismantling and/or demolishing, shoring up or propping, where damage has been caused to buildings by, and is caused by accidental damage.	a) Any costs or expenses incurred in removing debris except from the site of buildings destroyed or damaged and the area immediately adjacent to the site.
26. We will pay additional costs to reinstate the property to comply with European Union and public authority legislation (where necessary).	a) Any costs or expenses incurred if the damage was not caused by any event in paragraphs 1-13.
27. We will pay for any Loss or Damage caused by squatters. Only one excess will apply per insured building subject to proof that damage occurred within the period of insurance.	a) Any amount greater than £50,000 for any one loss.
28. Inflation Protection – Index Linking We will change the building sum insured each month using figures available from the Royal Institution of Chartered Surveyors or another similar index. Index linking will continue while the buildings are repaired or replaced as long as you make sure any work is carried out as quickly as possible.	
29. Workmen Workmen are allowed to work in the buildings for the purpose of effecting and repair, minor additions and alterations and decorations without prejudice to this insurance.	

30. Notice of Interests The interest of the freeholder, head lessee (if they are not the Insured), the owner or lessee of each property, shared owners, leaseholders, mortgagees or other interested parties in each individual building covered by this insurance is noted the extent of such interest to be disclosed in the event of loss.	
31. Capital Additions The insurance of buildings and contents extends to include cover for capital additions, alterations and improvements and newly acquired and/or erected Buildings subject to the following conditions: a) The insured shall declare to the insurers the date and value of such capital additions, alterations, improvements and newly acquired and or newly erected buildings at intervals stated in the schedule and should pay an appropriate additional premium from the time such additional cover applies: b) The maximum additional cover granted under this extension shall not exceed £5,000,000 in respect of any one building, but not exceeding £25,000,000 in the aggregate during the period of insurance. c) This extension does not include cover for appreciation of value.	
32. Inadvertent Omission to Insure If you notify us of your intention to insure all buildings which you own or for which you are legally responsible situated within the geographical limits with us (unless otherwise agreed in writing by us) from the inception date your policy and it being your belief that all such buildings are insured then we agree to extend cover so that if subsequently any such buildings are found to have inadvertently been undeclared (and as a consequence left uninsured) by you during the period of Insurance then we will deem such buildings to be insured, provided that: a) Our maximum liability for any one claim shall not exceed £10,000,000 in respect of any one building; b) You shall give details in writing immediately an omission is discovered and within 30 days of the date of discovery shall provide us with the sums insured to apply for any such building and effect specific cover retrospective	

to such date and pay the appropriate additional premium.	
33. Deterioration of Stock Where an item in respect of stock has been included this extends to include damage to foodstuffs contained in refrigeration cabinets or compartments by deterioration or petrification caused by: a) Rise or fall in the temperature as a result of breakdown, stoppage or failure from any inherent cause of the said appliance: b) Action of refrigerant fumes escaping from the said appliance: c) Loss of refrigerant: d) Failure of the public supply or electricity and or.	
34. Contract Price In respect of goods sold, but not delivered, for which the insured is legally responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of damage insured hereby whether wholly or to the extent of the damage, the liability of the insurer shall be based on the contract price.	
35. Customer Goods Where you have agreed with customers that you will accept responsibility for loss or destruction of or damage to the property of such customers which are left with you for storage or otherwise temporarily in your custody or control shall be deemed to be insured unless they are more specifically insured elsewhere. Such cover shall be limited to a maximum of £10,000 per individual and £100,000 in the aggregate. Any requirement for cover beyond shall be referred to JLTSL.	
36. Drain Clearing This section extends to include cover for reasonable expenses necessarily incurred by the insured in clearing, cleaning and or repairing drains, gutters, sewers and like for which the insured is legally responsible in consequence of damage. Subject to the matter on liability of the insurers not exceeding £10,000 any one occurrence.	
37. Extinguishing Expenses	

This section extends to include reasonable reimbursement costs for: a) Fire brigade charges b) The refilling of fire extinguishing appliances c) The replacement of used sprinkler heads arising out of damage subject to the maximum liability of the insurers not exceeding £10,000.	
38. Occupiers Non Invalidation The insurer's interest in the insurance shall not be prejudice by any act and neglect by an authorised occupier of any building whereby the risk of damage is increased without the insureds authority knowledge providing the insured shall within 7 days give notice to the insurers and pay such additional premium as the insurers may require.	
39. 72 Hour Clause Damage caused by storm, flood, subsidence or landslip occurring in any one 72 consecutive hour period during any one period of insurance shall constitute one occurrence the purpose of this section. The excess shall apply separately to each selected period.	
40. Unauthorised Use of Electricity, Gas, Water or Telephone System We will pay the cost of metered electricity, gas, water or telephone system for which the insured is legally responsible arising from its unauthorized use by person taking possession of or occupying the premises without the insureds authority. The Insurers maximum liability under this extension shall be £25,000 for any one occurrence.	
41. Subrogation Waiver The insurers agreed to waive any rights to which they may become entitled against any tenant of a residential building insured unless: a) damage has been occasioned or contributed to by the fraudulent or criminal or malicious act of such tenant. b) damage has occurred to parts of the buildings not leased or rented by such tenants other than common areas the use of which is available to all tenants.	

Section 1 – Settling Claims

How We Settle Claims

As long as the loss or damage is covered under **your** insurance, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings** in a new condition similar in size, shape or design, including fees and other costs. If the damaged parts are no longer available in their original form, **we** will replace them with parts of a similar quality. If the **buildings** have not been kept in a good state of repair, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings**, but **we** will deduct an amount for wear and tear.

Fees and other costs mean architects', surveyors' and legal fees necessarily incurred in repair and replacement (but excluding fees and costs incurred in preparing or furthering any claim under this insurance).

If Repairs or Replacement Are Not Carried Out

If **you** do not repair or replace the **buildings**, **we** will pay the reduction in market value of the **buildings** caused by the damage. **We** will not pay more than it would have cost to repair the damage if the repair work had been done straight away.

In the case of a total loss the **building** may be replaced on another site in a manner suitable for **your** needs but this must not increase **our** liability.

Building Regulations, Local Authority or Legal Conditions

We will not pay the cost of meeting **building** regulations, local authority or legal conditions if **you** knew that **you** needed to meet any regulations or conditions and a notice was served on **you** before the damage happened. **We** will not pay the cost of meeting any regulations or conditions if they apply to any undamaged parts of the **buildings**.

Excess

We will deduct the **excess** from the amount **we** pay **you** to settle **your** claim

Reinstatement of Sum Insured

The sum insured on **buildings** will not be reduced after a claim is paid.

Section 2 – Office Contents

This section only applies when shown in **your schedule**. Please also see the General Exclusions and General Conditions.

We will indemnify **you**, less the **excess** detailed in **your schedule**, in the event of loss or damage to the **office Content's** caused by the events listed below occurring or commencing during the **period of insurance** at the **office premises** shown on **your schedule**

Event	Excluded from Cover
1. Fire, smoke, lightning, explosion or earthquake.	a) Explosion caused by the bursting of a boiler, economiser or other equipment where the internal pressure is due to steam only but not to any resultant loss or damage due to fire which may occur following the explosion.
2. Storm or flood	a) Loss or damage caused by frost
3. Freezing water in fixed water or fixed heating systems, Water escaping from washing machines, dishwashers, fixed water or fixed heating systems or oil escaping from a fixed heating system.	a) Loss or damage to the appliance or system itself from which the water escapes except where the damage is caused by freezing.
4. Riot, civil commotion, strike, labour or political disturbance.	a) Any claim reported to us more than 7 days after the date of the incident.
5. Malicious Damage.	a) Loss or damage caused by you , any of your directors or employee . b) Any amount greater than £1,000 for loss or damage from any garage or outbuilding. c) Loss or damage when the office premises are unoccupied .
6. Theft or attempted theft involving forcible violent entry or exit to the office premises or violence (or threats of) to you or any of your directors or employees or their families. It is a condition precedent to our liability that all fastenings and protections on the office premises and shall be maintained during the period of insurance and put into full and effective operation at all times outside business hours .	a) Loss or damage caused by you , any of your directors or employee . b) Loss or damage when the office premises are unoccupied .
7. Subsidence, heave or landslip of the site on which your buildings stand.	a) The subsidence, heave or landslip excess shown in the schedule . b) Loss or damage: i. Caused by costal or river erosion.

	ii. Caused by normal settlement, bedding down of new structures, expanding or shrinking or the settling of newly made-up ground. iii. Caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the buildings. iv. Caused by or as a result of the buildings being under construction demolished, altered or repaired. v. Which commenced or occurred before the inception of your policy. vi. Caused by or as a result of faulty workmanship, the use of defective materials or defective design.
8. Falling trees or branches including the cost of removing the fallen part of the tree or the complete tree if totally uprooted.	
9. Falling television or radio aerials, aerial fittings or masts.	
10. Impact involving aircraft or aerial devices or anything dropped from them, vehicles and animals.	
11. Accidental Damage.	a) Damage by any process of cleaning repairing, dyeing, renovating or maintaining the item. b) Anything stated under "Excluded from cover" for events in paragraphs 1 – 10.

Section 2 Extensions

The insurance by Section 2 – **office contents** is extended to include the following occurring or commencing during the **period of insurance**:

12. Loss of frozen food following events 1-10 and following mechanical breakdown of the refrigeration equipment. No excess will apply for any loss or damage caused by this event	a) Any amount greater than £500 for any one loss. b) Loss as a result of power failure or deliberate cut in power supply
13. We will pay for any Loss or Damage caused by squatters.	a) Any amount greater than £50,000 for any one loss.
14. Accidental leakage or discharge of automatic sprinkler installations.	a) Discharge of sprinkler systems due to heat caused by fire. b) Loss or damage when the office premises are unoccupied.
15. Whilst office contents are temporarily removed from the office premises for the purpose of cleaning renovation, or repair to any premises within the geographical Limits.	a) Any amount exceeding 15% of the total Sum Insured. b) Any property which is more specifically insured.
16. Whilst office contents are being transferred between office premises.	a) Any amount exceeds 15% of the total Sum Insured. b) Any property which is more specifically insured.
17. Loss of stock in trade following events 1-10 whilst it is at any indoor exhibition centre within the geographical limits.	a) Theft unless it is involving forcible violent entry or exit to the exhibition centre. b) Theft of any property which is located outside. c) Any property which is more specifically insured.

Section 2 – Settling Claims

How We Settle Claims

If an item can be economically repaired, **we** will pay the cost of repair. Otherwise, **we** will replace it with a new item (in the same form and style) if **we** choose, or **we** will pay the replacement cost of a new item, except for Household linen and clothing where a deduction for wear and tear will be made.

The Most We Will Pay

The most **we** will pay for any one claim for **office contents** is the **office contents** sum insured shown on the **schedule**.

Excess

We will deduct the **excess** from the amount **we** pay **you** to settle **your** claim.

Reinstatement of Sum Insured

The sum insured will not be reduced after a claim is paid.

Exclusions Applying To Sections 1 & 2

The following exclusions apply to Section 1 – *Buildings & Landlord's Contents* and Section 2 - *Office Contents*

Please also see the General Exclusions on Page 53 and General Conditions on Page 54

- 1) Loss or damage caused by anything that happens gradually.
- 2) Loss or damage caused by corrosion, rust, wet or dry rot, shrinking, evaporation, dampness and wear and tear.
- 3) The cost of correcting faulty workmanship or design or the cost of replacing faulty materials.
- 4) Loss or damage caused by chemicals reacting with any materials which the **buildings** are built from.
- 5) Loss or damage caused by pets, insects, or vermin.
- 6) The cost of maintenance normal redecoration and preparation for occupancy.
- 7) The cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of a common nature, colour, design or use. This applies if the other item can still be used and the loss or damage only affects one part of the set.
- 8) Loss or damage which happens before **your** policy starts or which arises from an event before **your** policy starts.
- 9) Loss or damage caused deliberately by **you**.
- 10) Loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom directly or indirectly caused by or contributed by or arising from:
 - i. **Virus or Similar Mechanism,**
 - ii. **Denial of Service Attack,**
 - iii. unauthorised access to or use of **computer and electronic equipment,**
 - iv. The failure of any equipment to correctly recognise the date or change of date.

However, We will indemnify you in respect of subsequent damage which is not otherwise excluded to the property insured resulting from ensuing fire, explosion, impact by flying objects, vehicles, trains animals or aircraft or anything dropped from them, flood , escape of water or oil from any tank apparatus or pipe.

Section 3 – Business Money

This section only applies when shown in **your schedule**. Please also see the General Exclusions and General Conditions.

We will indemnify **you**, less the **excess** detailed in **your schedule**, in the event of loss or damage to **money** caused by the situations listed below occurring or commencing during the **period of insurance**.

Event	Excluded from Cover
Loss or Damage to money .	Loss or damage:
1. Located in office premises during business hours. 2. located in office premises outside of business hours whilst stored in a locked safe approved by us. 3. located in office premises outside of business hours not stored in a locked safe 4. whilst in your private dwelling or that of any authorised employee. 5. in transit to and from your office premises whilst in your custody of that of any authorised employee or anyone else authorised by you. 6. whilst stored in a bank night safe. The most we will pay for any one claim are limits for each event as shown on your schedule.	a) Occurring outside of the Geographical limits. b) Resulting from dishonest acts by you or any employees. c) As a result of clerical or accounting errors. d) Resulting from depreciation, loss of market or any other indirect consequence. e) Which occurs in any unoccupied office premises. f) From unattended motor vehicles.

Section 3 – Extensions

The insurance by Section 5 – business **money** is extended to include the following occurring or commencing during the **period of insurance**

Event	Excluded from Cover
1. Loss or damage to any safe, strong room, franking machine or automated teller machine for which the Insured is responsible resulting from theft or attempted theft of money , up to an amount not exceeding the cost of repair or replacement.	
2. Loss or damage to any container, cases, bags, pelts or waistcoat, whilst being used for carrying money , resulting from theft or attempted theft of Money, up to an amount not exceeding the cost of repair or replacement.	a) Loss or damage occurring outside of the Geographical limits .
3. Loss or damage to clothing and personal effects (including money), belonging to you or employee , resulting from theft or attempted theft of money .	a) Any amount greater than the amount stated on your schedule for any one loss. b) Loss or damage occurring outside of the Geographical limits .
4. We will indemnify you for any amount for which you become liable under the terms of issue of any bank charge, credit, and debit or cash card, used only in connection with the business following fraudulent use by any unauthorized person.	a) Any amount greater than £500 in any one period of insurance . b) Loss or Damage not reported to the issuing card company immediately and to the police within 24 hours of discovering the loss and has complied with the conditions of issue of the card.

Section 3 – Settling Claims

How We Settle Claims

If an item can be economically repaired, **we** will pay the cost of repair. Otherwise, **we** will replace it with a new item (in the same form and style) if **we** choose, or **we** will pay the replacement cost of a new item, except for Household linen and clothing where a deduction for wear and tear will be made.

The Most We Will Pay

The most **we** will pay for any one claim for is the **business money** sum insured shown on the **schedule**.

Excess

We will deduct the **excess** from the amount **we** pay **you** to settle **your** claim.

Reinstatement of Sum Insured

The sum insured will not be reduced after a claim is paid.

Section 3 – Conditions

It is a condition precedent to **our** liability that **you** adhere to the following conditions. Failure to do so could mean that **we** may not pay your claim:

1. **Safes**

Details of the safes used for containing **Money** must be notified to **us** by **you**.

2. **Safe Keys**

Safe keys are required to be removed from the **office premises** outside **Business Hours**.

3. **Money Records**

A complete record of all **Money** and **Non-negotiable money**, on the **office premises** must be kept in a secure place but not in any safe or other receptacle, containing the **Money** or **Non-negotiable money**.

4. **Transit Limits**

Money (other than **Non-negotiable money**) must be accompanied by the following numbers of responsible persons whilst in transit.

Amount of Money in transit	Required accompaniment
Up to and including £3,000	1 Person
Over £3,000 up to and including £6,000	2 Persons
Over £6,000 up to and including £12,000	3 Persons
Over £12,000	Approved security company

5. **Theft Protections**

All fastenings and protections on the **office premises** shall be maintained during the **Period of Insurance** and put into full and effective operation at all times outside **Business Hours**.

Section 4 – Malicious Attack

This section only applies when shown in **your schedule**. Please also see the General Exclusions and General Conditions.

We will indemnify **you** for physical injury to **you** or **your employees** caused directly and solely by violence which occurs during the theft or attempted theft of **money** or **non-negotiable money** from the situations outlined in Section 4 **business Money** which results in the following situations arising within 24 months from the date the theft or attempted theft occurred.

Event	Excluded from Cover
1. Death.	a) Any amount greater than £10,000 for any one loss. b) Death resulting from suicide.
2. Loss of Limbs or Eyes Loss by physical severance of a hand or foot or permanent total loss of a hand or foot or total and irrecoverable loss of all sight in one or both eyes	a) Any amount greater than £10,000 for any one loss. b) Injury resulting from attempted suicide.
3. Permanent Total Disablement A disablement which solely and directly results in permanent and absolute inability to attend any part whatsoever of you or your employees role.	a) Any amount greater than £10,000 for any one loss. b) Injury resulting from attempted suicide.
4. Temporary total Disablement A disablement which solely and directly temporarily results in absolute inability to attend any part whatsoever of you or your employees role.	
5. Temporary Partial Disablement A disablement which solely and directly temporarily results in absolute inability to attend any part whatsoever of you or your employees role.	
6. Medical Expenses The cost of medical, surgical or other remedial attention, treatment or appliances, given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges.	a) Any amount exceeding £1,000 any one loss.

Section 4 - Settling Claims

You must give **us**, and pay for, all the information **we** reasonably ask for about any claim. **We** may at **our** expense require **you** or **your employee** to undergo a medical examination.

The Most **We** Will Pay

1. The limitations detailed below apply in respect of the benefit amounts payable.
2. No further Benefit shall be payable to **you** after payment of any benefit for Injury events 2 or 3.
3. Benefit under event 3 is not payable before 104 weeks from the date of Injury or following a payment of Benefit under event 2.
4. Any Benefit paid under event 4 will be deducted from any Benefit which may subsequently become payable under events 1, 2 or 3.
5. Any Benefit under events 4 or 5 will be paid when at 4 weekly intervals unless agreed differently by **us**.
6. In respect of benefit 4 a limit of £100 a week applies up to a maximum of 104 weeks.
7. In respect of benefit 5 A limit of £100 a week applies up to a maximum of 104 weeks.

Section 5 – All Risk Specified Items

This section only applies when shown in **your schedule**. Please also see the General Exclusions and General Conditions.

Event	Excluded from Cover
We will indemnify you for Loss or damage to any specific property insured, as stated within Section 5 – All Risk Specified items of your schedule, from any cause occurring during the period of insurance and within the geographical limits.	a) Loss or damage caused by: i. Anything that happens gradually. ii. Corrosion, rust, wet or dry rot, shrinking, evaporation, dampness and wear and tear. iii. Faulty workmanship, design or the cost of replacing faulty materials or parts. iv. Chemicals reacting with any materials which the buildings are built from. v. Pets, insects, or vermin. vi. Changes in temperature, colour, flavour, texture or finish. vii. Any process of cleaning, dyeing, repairing restoring, alterations or adjustments b) The cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of a common nature, colour, design or use. This applies if the other item can still be used and the loss or damage only affects one part of the set. c) Loss or damage from an unattended motor vehicle, unless i. All doors and windows are locked and any security services on the motor vehicle are in operation. ii. Any property within the vehicle if fully concealed from view. iii. The motor vehicle is stored in a garage or other secure premises if left overnight. d) Loss or damage caused deliberately by you or your employees.

Section 5 – Settling Claims

How **We** Settle Claims

If an item can be economically repaired, **we** will pay the cost of repair. Otherwise, **we** will replace it with a new item (in the same form and style) if **we** choose, or **we** will pay the replacement cost of a new item.

The Most **We** Will Pay

The most **we** will pay for any one claim is the sum insured for any specific property insured as shown on **your schedule**.

Excess

We will deduct the **excess** from the amount **we** pay **you** to settle **your** claim.

Reinstatement of Sum Insured

The sum insured will not be reduced after a claim is paid.

Section 6 – Business Interruption

This section only applies when shown in **your schedule**. Please also see the General Exclusions and General Conditions.

1. Loss of Gross Revenue

This cover only applies when shown in **your schedule**.

We will indemnify **you** for Loss of **gross revenue** resulting from loss or damage to **office premises** caused by events 1-13 as listed within Section 1 – **Buildings & Landlord's Contents** during the **period of insurance** and where liability is admitted under an insurance policy covering **your** interest in the office buildings. The amount payable will be:

- a) The amount by which the **Gross revenue** is reduced from the **Gross revenue** which would have been received during the **Indemnity Period** if the loss or damage had not occurred.
- b) Any additional expense **You** incur to prevent or limit the reduction in **Gross revenue** during the **Indemnity Period** due to the loss or damage.
- c) Any reasonable charges incurred by **you** to **your** professional accountants or auditors for producing any particulars or details, or such other information or evidence that maybe required by **us** in order to certify details of any claim under this section.

Any savings during the **Indemnity Period** in respect of business charges or expenses payable out of **Gross Revenue which** reduce or stop due to the loss or damage which occurred shall be deducted from any amount payable

2. Increased cost of Working

This cover only applies when shown in **your schedule**

We will pay reasonable additional expenditure which has been incurred by **you**, in order to minimize any interruption or interference to the **business** during the **indemnity period** where loss or damage to **office premises** caused by events 1-13 as listed within Section 1 – **Buildings & Landlord's Contents** occurs during the **period of insurance** and where liability is admitted under an insurance policy covering **Your** interest in the **office**.

3. Book Debts

This cover only applies when shown in **your schedule**

We will compensate **you** in respect of any losses sustained by **you** for **book debts** directly due to loss or damage to **office premises** to **your** books of account, other business books or records.

The amount payable in respect of any one occurrence of loss or damage will not exceed:

- a) The difference between:
 - i. any Outstanding Debit Balances; and
 - ii. the total of the amounts traced or received
- b) The additional expenditure incurred with **our** consent in tracing and establishing customers' debit balances after the loss or damage occurred.

It is a condition precedent to **our** liability that **your** books of account or other business books or records in which Customers Accounts' are shown, are kept in fire resistant cabinets when not in use.

Section 6 Extensions

Where applicable we will cover **you** for loss of **gross revenue** or any increased costs of working in respect of the following occurring or commencing during the **period of insurance** for the **indemnity period** as stated on **your schedule**.

Event	Excluded from Cover
1. Unspecified Suppliers Loss or damage to the premises of your suppliers, manufacturers or processors of components, goods or materials located within the geographical limits caused by events 1-13 as listed within Section 1 – buildings	a) Any amount greater than £10,000 in any one period of insurance.
2. Unspecified Customers Loss or damage to the premises of your customers located within the geographical limits caused by caused by events 1-13 as listed within Section 1 – buildings. For the purposes of this Extension the term “customers” means those companies, organisations or individuals, with whom at the time of the Damage you had contracts or trading relationships, to supply goods or services	a) Any amount greater than £10,000 in any one period of insurance.
3. Storage Sites Loss or damage to any premises within the geographical limits caused by events 1-13 as listed within Section 1 – buildings where the premises are not owned or occupied by you but where office contents belonging to you are stored.	a) Any amount greater than £10,000 in any one period of insurance
4. Property in Transit Loss or damage to your office contents whilst in transit within the geographical limits.	a) Any amount greater than £10,000 in any one period of insurance
5. Contract Sites Loss or damage at any contract site within geographical limits, where you are carrying out a contract.	a) Any amount greater than £10,000 in any one period of insurance
6. Public Utilities loss or damage to: a) A generating station or sub-station, of any public electricity supply provider. b) Land based premises of the public gas supply or any national gas producer linked directly to your office premises. c) Water works or pumping station of any public water supply provider.	a) Any amount greater than £10,000 in any one period of insurance

d) Land based premises of any public telecommunications provider. Up to the terminal ends of the supply lines to your buildings from which your office premises obtain electricity, gas water or telecommunications services by any of the events 1-13 as listed within section 1 – buildings by any of the events listed within.	
7. Denial of Access Loss or damage to Premises in the vicinity of your office premises caused by events 1-13 as listed within Section 1 – buildings which prevents or hinders access to or use of your office premises irrespective as to if loss or damage has occurred to your office premises.	a) Any amount greater than £10,000 in any one period of insurance.
8. National Lottery Any loss or additional costs incurred by you resulting from interruption to or interference with your business, due to an Employee or Employees terminating their employment with you as a direct result them securing a win in a lottery during the on the National Lottery in the geographical limits. The indemnity period for this extension will commence from the date of the employee or employees departure and will cease when the result of the business cease to be affected by such a win or within 3 months of the date of departure whichever occurs soonest.	a) Any amount greater than £10,000 in any one period of insurance
9. Public Emergency Any loss or additional costs incurred by you resulting from interruption to or interference with your Business at your office premises as a result of the actions or advice of a competent Public Authority, due to an emergency likely to endanger life or property, in the vicinity of your office premises which prevents or hinders the use of or access to the office premise.	a) Any loss during the first four hours of an emergency. b) Cover provided by Extension 13 Bomb Scares. c) Labour disputes. d) Any loss occurring in Northern Ireland. e) Infectious or contagious diseases. f) Any amount greater than £50,000 in any one incident.
10. Bomb Scares Any loss or additional costs incurred by you resulting from interruption to or interference with your Business at your office premises as a result of the suspected or actual presence of an incendiary or explosive device which prevents or hinders access to the Premises.	a) Any loss during the first four hours. b) Any loss occurring in Northern Ireland. c) Any amount greater than £50,000 in any one incident.
11. Infestation or Defective Sanitation Any loss or additional costs incurred by you resulting from interruption to or interference with your Business at your office premises by a competent Public Authority due to defective drains or other sanitary arrangements, vermin or	a) Any amount greater than £50,000 in any one incident.

pests.	
12. Disease Any loss or additional costs incurred by you resulting from interruption of or interference your business on the order or advise of a competent authority due to any of the following occurring at your office premises: a) Murder or suicide b) The occurrence of diseases. c) Poisoning directly caused by the consumption of food or drink	a) Any amount greater than £50,000 in any one incident.
13. Essential Personnel Any loss or additional costs incurred by you resulting from interruption to or interference with your Business due to death or total and permanent disablement of any of your directors or principals which prevents them from attending to their normal occupation, occurring during the Period of Insurance due to injury caused by accidental and violent means.	a) We will only pay the additional costs and/or expenses that you necessarily and reasonably incur, solely in order to minimize any interruption or interference, with the Business b) Any amount greater than £50,000 in any one period of insurance.
14. Exhibition Expenses Any loss or additional costs incurred by you resulting from Loss or damage to any premises undertaking trade exhibition shows within the geographical limits caused by events 1-13 as listed within Section 1 – buildings.	a) In the event of the exhibition not being held or you being unable to exhibit at all due to the Loss or damage at the premises to any the amount payable shall be limited to the irrecoverable expenses that you have paid or are liable to pay, in respect of the exhibition. b) If the exhibition does not run or you are unable to exhibit for the intended due to the Loss or damage at the premises, the amount payable shall be the amount calculated in accordance with 'a' above, adjusted for the period that you could not exhibit. c) Any amount greater than £50,000 in any one period of insurance.

Section 6 – Settling Claims

The Most *We* Will Pay

The most ***we*** will pay for any one claim for the sum insured shown on ***your schedule*** up to the ***maximum*** indemnity period stated on ***your schedule***

Excess

We will deduct the ***excess*** from the amount ***we*** pay ***you*** to settle ***your*** claim.

Reinstatement of Sum Insured

The sum insured will not be reduced after a claim is paid.

Current Cost Accounting

Any adjustment made for current cost accounting will be ignored.

Current Cost Accounting

If, during the ***indemnity period***, goods are sold or services rendered elsewhere than at the ***office premises*** for the benefit of the ***business***, the money paid or payable for such goods or services will be taken into account when determining the loss of ***gross revenue***

Value Added Tax

All terms in this Section exclude VAT to the extent that ***you*** are accountable to the tax authorities for VAT.

Section 6 - Exclusions

The following exclusions apply to Section 6 – Business Interruption

Please also see the General Exclusions on page 54 and General Conditions on Page 55

1. Loss arising directly or indirectly from erasure, loss, distortion or corruption, of information on computer systems or other records, programmes or software, unless caused by events 1-13 as listed within Section 1 – ***Buildings & Landlord's Contents***.
2. Any loss where indemnity is more specifically insured.

Section 7 Property Owners Liability

This section only applies when shown in **Your Schedule**.

Persons Entitled to Indemnity under Section 7 – Property Owners Liability shall mean:

- a) **You**
- b) **Your** personal representatives in respect of legal liability incurred by **you**
- c) At **your** request any
 - Principal
 - A director or Partner

Each of whom shall be subject to the terms of **your** policy so far as they can apply.

We will indemnify **you**, against the following.

1. **Your** legal responsibility to pay damages and/or costs to others awarded by any court of law within the **geographical limits** occurring at the **buildings** which are the result of accidental **bodily injury** to anyone or **accidental damage** to material property caused during the **period of insurance**;
 - a) arising out of a defect in the **buildings**;
 - b) incurred by virtue of either Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any **building** formerly owned or leased by or the responsibility of **you** provided that at the time of the incident giving rise to the liability **you** had disposed of all legal title to an interest in the **building**.

We may pay the limit shown in the **schedule** (after taking off any sums **we** have already paid) or any lesser amount which will cover the claim **We** will then have no further liability in connection with the claim.

Notwithstanding the provisions of General Exclusion 6 Terrorism, this Section provides cover against legal liability for damages and claimant's costs and expenses and legal costs in respect of **Bodily Injury** sustained by any person, other than an **Employee**, and **Accidental Damage** to material property directly or indirectly caused by or contributed to by or arising from **Terrorism** occurring during the **Period of Insurance** within the **Geographical Limits** up to a limit of £2,000,000 in respect of any one event or the amount of the Limit of Liability as stated in the **Schedule**, whichever is the lower.

Section 7 Extensions

The insurance by Section 7 – Property Owners’ Liability is extended to include the following occurring or commencing during the *period of insurance*.

Event	Excluded from Cover
1. Court Attendance Costs We will indemnify you if at our request any direct, partner or employee is attending court as a witness in respect of a claim which you are entitled to indemnity under this section. The rates per day we will pay are as follows: a) Any of your directors or partners - £500. b) Any other Employee - £250.	
2. Indemnity to Principals We will indemnify at Your request any principal to the extent required by a contract between you and the principal, in respect of legal liability arising from the performance of work by you for such principal. Provided that we shall retain sole conduct and control of any claim; and the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of your policy, in so far as they can apply.	
3. Corporate Manslaughter and Corporate Homicide Act 2007 We will indemnify you in against legal costs and expenses, incurred with our prior written consent, in defence of any criminal proceedings brought in the geographical limits (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance. Subject to: a) We must consent to the appointment of any solicitor or counsel, acting on behalf of you. b) You shall immediately notify us of receipt of any summons or other process, served upon you, which may give rise to proceedings arising from the cover under this Extension.	a) If you have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide proceedings resulting from any deliberate act or omission by you. b) For any fines or penalties, of any kind. c) Where you can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this extension you would have obtained indemnity from any other source or insurance.

c) Before we consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful and any information in support of this assertion requested by us shall be supplied by you. Our liability under this Extension being limited to a maximum amount of £1,000,000 in any one period of insurance.	
4. Coroners Inquests We will provide cover in respect of costs of legal representation at any coroner's inquest or inquiry in respect of any death and proceedings in any court arising out of any alleged breach of statutory duty resulting in injury, loss or damage which may be the subject to cover under Section 3 – Property Owners Liability. In addition all other costs and expenses in relation to any matter which may form the subject of a claim incurred with our written consent and defence costs and other expenses you incur following our written permission will also be covered.	
5. Pollution or Contamination Notwithstanding Exclusion 19 We will indemnify You against legal liability for damages and claimant's costs and expenses in respect of Pollution or Contamination within the Geographical Limits in connection with the Business provided always that: a) Pollution or Contamination is caused by a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the Period of Insurance. b) No indemnity shall be provided in respect of activities commenced by or on behalf of you prior to inception of the Period of Insurance or any period of continuous Insurance prior to inception of the Period of Insurance placed under Protector Forsikring ASA. All Pollution or Contamination which arises out of a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the Period of Insurance shall be deemed by Us for the purposes of this Policy to have been caused at the time such happening takes place. The total liability to Us for all events agreed by Us to have happened during the Period of Insurance in respect of Pollution or Contamination shall not exceed the Limit of Liability specified in the Schedule for Section 7 in the aggregate for Sections 7 and 8 in respect of the Period of Insurance, inclusive of Legal Costs.	

6. **Pollution Contamination Clean Up**

It is hereby understood and agreed that in circumstances where Extension 5 to Section 7 Property Owners Liability of this Policy provides indemnity against liability caused by or arising from **Pollution or Contamination** occurring solely within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, the indemnity shall include **Clean Up** to the extent not already included within that indemnity.

Provided that:

- a) The indemnity provided by this Extension shall not:
 - i. Include **Clean Up** in or on any property, land, watercourse or body of water owned, leased or rented by **You**;
 - ii. Include the cost of restoration or reintroduction of flora or fauna;
 - iii. Override any Policy Exclusion or Limitation in respect of **Pollution or Contamination** liability which Exclusion or Limitation shall take precedence to the extent that it conflicts with any provision in this Extension;
 - iv. Include any liability arising out of the operation of treatment works or plants;
- b) The liability of **Us** (including Legal Costs and all other costs and expenses) shall not exceed £2,000,000 in respect of any one event and in the aggregate during the **Period of Insurance**.

Nothing contained in the foregoing shall be deemed to increase the Limit of **Our** liability in respect of Property Owners Liability and/or Public Liability & Products Liability as shown in the **Schedule**.

No indemnity is provided to **You** unless **Clean Up** results from **Accidental Damage** to material property, injury or nuisance as detailed in Extension 5 to Section 7 Property Owners Liability of this Policy.

For the purpose of this Extension the following additional Definitions will apply:

a) **Clean Up**

Clean Up shall mean the reasonable cost of **Remediation** incurred by **You** and for which **You** are legally liable as required by any **Enforcing Authority** but shall not include the costs of achieving any improvement or alteration in the condition of any property or land or the atmosphere or any watercourse or any body of water beyond that required under any relevant and applicable law or statutory

enactment at the time Remediation commences. b) Enforcing Authority Enforcing Authority shall mean any government or statutory authority or body implementing or enforcing environmental protection legislation. c) Remediation Remediation shall mean remedying the effect of Pollution or Contamination.	
7. Accidental Discovery of Asbestos, Asbestos Fibres, Asbestos Dust or Asbestos-Containing Materials We will indemnify You against legal liability for damages and claimant's costs and expenses in respect of: a) the accidental discovery of materials known or suspected to be asbestos or contain asbestos fibres, asbestos dust or asbestos-containing materials; b) the investigation of any such suspect materials; Provided always that: i. Immediately upon discovery as defined in a) above all work ceases until the composition of all such materials is established; ii. Any subsequent handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibres, asbestos dust or asbestos-containing materials requiring licence is carried out by qualified licensed sub-contractors on terms which indemnify You for liability arising out of such work. Our liability under this Extension is limited to a maximum of £5,000,000 any one claim	

Section 7 Exclusions

The following exclusions apply to Section 7 – Property Owners Liability

Please also see the General Exclusions and General Conditions.

Liability arising directly or indirectly from:

1. Loss or damage to property belonging to, or held in trust by, **you** or **your employee**.
2. Loss, injury or damage arising out of any activity other than those associated with the business.
3. Loss, injury or damage arising out of owning, possessing or using **motorised vehicles**.
4. Injury to **you** or any of **your employees** arising out of and in the course of **your business**.
5. An assault, alleged assault or a deliberate or criminal act by **you** or **your employee**.
6. The transmission of any communicable disease or virus by **you**.
7. Any legal responsibility of any **resident** as occupier (not as owner) of the **building** in which they are residing.
8. The cost of correcting any fault or alleged fault.
9. Any liability solely as occupier of the **buildings**.
10. Any legal responsibility **you** have under any agreement that **you** would not have if the agreement did not exist.
11. Any liability arising from owning vacant land awaiting development or sale.
12. Any liability under paragraph 1b in respect of which **you** are entitled to indemnity from any other source.
13. Any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, failure or loss of data resulting directly or indirectly from or in connection with:
 - (i) **Virus or Similar Mechanism,**
 - (ii) **Denial of Service Attack,**
 - (iii) unauthorised access to or use of **computer and electronic equipment,**
 - (iv) the failure of any equipment to correctly recognise the date or change of date.
14. Any liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of asbestos fibres, asbestos dust or asbestos-containing materials.
15. For punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages or any similar compensation ordered by the Courts.
16. For fines, liquidated damages, penalty clauses or performance warranties.
17. Arising from or in connection with any company domiciled or registered in the United States of America or Canada or their territories or possessions.
18. Liability in respect of any **Bodily Injury** caused outside the **Geographical Limits** of the Policy, but this exclusion will not apply to any **Employee** temporarily employed in work elsewhere provided always that the contract of service or apprenticeship for such work was entered into within the **Geographical Limits** and that the **Employee** is normally resident in and travelling from the **Geographical Limits**. This insurance shall not apply in respect of any liability for payment arising from any Workman's Compensation, social security or similar health insurance legislation.

19. Directly or indirectly caused by, arising from or in connection with ***Pollution or Contamination***.

Section 8 – Public and Product Liability

This section only applies when shown in **Your Schedule**.

Persons Entitled to Indemnity under Section 8 – Public and Products Liability Shall mean:

- a) **You**
- b) **Your** personal representatives in respect of legal liability incurred by **you**
- c) At **your** request any
 - Principal
 - A director or Partner

Each of whom shall be subject to the terms of **your** policy so far as they can apply.

We will indemnify you, against the following.

1. **Your** legal responsibility to pay damages and/or costs to others awarded by any court of law within the **geographical limits** which are the result of accidental **bodily injury** to anyone or **accidental damage** to material property which occurred in connection with the **business** caused during the **period of insurance**;

We may pay the limit shown in the **schedule** (after taking off any sums **we** have already paid) or any lesser amount which will cover the claim **We** will then have no further liability in connection with the claim.

Notwithstanding the limit shown in the **schedule**, cover in respect of **Abuse** is limited to £5,000,000 for any one claim which sum shall be the maximum **We** will pay, inclusive of all defence costs, in the aggregate during any one **Period of Insurance** irrespective of:

- i) the number of claimants; or
- ii) the number of parties and/or entities entitled to indemnity.

Notwithstanding the provisions of General Exclusion 6 Terrorism, this Section provides cover against legal liability for damages and claimant's costs and expenses and legal costs in respect of **Bodily Injury** sustained by any person, other than an **Employee**, and **Accidental Damage** to material property directly or indirectly caused by or contributed to by or arising from **Terrorism** occurring during the **Period of Insurance** within the **Geographical Limits** up to a limit of £2,000,000 in respect of any one event or the amount of the Limit of Liability as stated in the **Schedule**, whichever is the lower.

2. **Your** legal responsibility to pay damages and/or costs to others awarded by any court of law within the **geographical limits** which are the result of accidental **bodily injury** to anyone or **accidental damage** to material property which occurred in connection with the **products supplied** caused during the **period of insurance**;

In respect of **your** legal responsibility in regards to **products supplied** the limit shown in the schedule will apply to the aggregate of all claims occurring in any one **period of insurance**.

Notwithstanding the provisions of General Exclusion 6 Terrorism, this Section provides cover against legal liability for damages and claimant's costs and expenses and legal costs in respect of **Bodily Injury** sustained by any person, other than an **Employee**, and **Accidental Damage** to material property directly or indirectly caused by or contributed to by or arising from **Terrorism** occurring during the **Period of Insurance** within the **Geographical Limits** up to a limit of £2,000,000 or the amount of the Limit of Liability as stated in the **Schedule**, whichever is the lower.

Section 8 – Extensions

The insurance by Section 8 – Public and Products liability is extended to include the following occurring or commencing during the **period of insurance**:

Event	Excluded from Cover
8. Court Attendance Costs We will indemnify you if at our request any direct, partner or employee is attending court as a witness in respect of a claim which you are entitled to indemnity under this section. The rates per day we will pay are as follows: a) Any of your directors or partners - £500. b) Any other Employee - £250.	
9. Health and Safety at works etc. Act 1974 We will indemnify you and, at your request any director, partner or employee in respect of legal fees and expenses in defending proceedings, including appeals or prosecution costs awarded against You or any director, partner or employee arising from any health and safety inquiry or criminal proceedings in respect of the Health and Safety at work etc. Act 1974 or similar legislation in Northern Ireland the Isle of Man or the Channel Islands which occur in connection with the business within the geographical limits and during the period of insurance.	a) Fines or penalties of any kind. b) Proceedings resulting from any deliberate act or omission by you. c) Where indemnity is more specifically insured.
10. Indemnity to Principals We will indemnify at Your request any principal to the extent required by a contract between you and the principal, in respect of legal liability arising from the performance of work by you for such principal. Provided that we shall retain sole conduct and control of any claim; and the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of your Policy, in so far as they can apply.	
11. Corporate Manslaughter and Corporate Homicide Act 2007 We will indemnify you in against legal costs and expenses, incurred with our prior written consent, in defence of any criminal proceedings brought in the geographical limits (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance. Subject to:	a) If you have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide proceedings resulting from any deliberate act or omission by you. b) For any fines or penalties, of any kind. c) Where you can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this extension you would have obtained indemnity from any other source or insurance.

a) We must consent to the appointment of any solicitor or counsel, acting on behalf of you. b) You shall immediately notify us of receipt of any summons or other process, served upon you, which may give rise to proceedings arising from the cover under this extension. c) Before we consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful and any information in support of this assertion requested by us shall be supplied by you. Our liability under this Extension being limited to a maximum amount of £1,000,000 in any one period of insurance.	
12. Member to Member Liability We will indemnify any member of your sports or social organisations in respect of any legal liability for accidental bodily injury to anyone or accidental damage to material property sustained by fellow member of such organisations whilst engaged in the activities of such organisations caused during the period of insurance.	
13. Overseas Personal Liability We will indemnify you and, at your request any director, partner or employee or any family member accompanying them, while temporarily outside the geographical limits in connection with the business against legal liability as provided by this Section incurred in a personal capacity.	a) In respect of legal liability arising out of the ownership or tenure of any land or building. b) Where indemnity is more specifically insured.
14. Data Protection Act 1998 We will indemnify you and, at your request any director, partner or employee against your legal responsibility to pay damages and/or costs by any court of law as compensation under Section 13 of the Data Protection Act 1998 for damage or distress, caused in connection with the business during the period of insurance.	a) The cost of replacing, reinstating or removing any data. b) Any liability arising outside of the geographical limits. c) Fines or penalties of any kind. d) Proceedings resulting from any deliberate act or omission by you.
15. Motor Contingent Liability Notwithstanding Exclusion 3 under this Section, we will indemnify you against your legal responsibility to pay damages and/or costs by any court of law arising out of the use in the course of the business and solely within the geographical limits of any motorised vehicle which is not owned or provided by you.	a) For loss or damage to the motorised vehicle, destruction or damage, to such vehicle or any property contained therein. b) Whilst the motorised vehicle is being driven by you. c) Whilst the motorised vehicle is being driven with your content by any person who does not hold a license to drive such vehicle. d) Where indemnity is more specifically insured.

16. Defective Premises Act 1972 We will indemnify you, against your legal responsibility to pay damages and/or costs to others awarded by any court of law within the geographical limits in respect of legal liability incurred by you under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any building, disposed of by you.	a) The cost of rectifying any damage or defect, in the building disposed of. b) Where indemnity is more specifically insured.
17. Food Safety Act 1990 We will indemnify you and, at your request any director, partner or employee against legal costs and expenses, incurred with the our written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings, brought for a breach of Part II of the Food Safety Act 1990, committed or alleged to have been committed in the course of the business during the period of insurance.	a) For fines or penalties of any kind. b) For proceedings resulting from any deliberate act or omission by you. c) Where indemnity is more specifically insured.
18. Consumer Protection Act 1987 We will indemnify you and, at your request any director, partner or employee against legal costs and expenses, incurred with the our written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings, brought for a breach of Part II of the consumer protection Act 1987, committed or alleged to have been committed in the course of the business during the period of insurance.	a) For fines or penalties of any kind. b) For proceedings resulting from any deliberate act or omission by you. c) Where indemnity is more specifically insured
19. Coroner's Inquest We will provide cover in respect of costs of legal representation at any coroner's inquest or inquiry in respect of any death and proceedings in any court arising out of any alleged breach of statutory duty resulting in injury, loss or damage which may be the subject to cover under Section 8 – Public and Products Liability. In addition all other costs and expenses in relation to any matter which may form the subject of a claim incurred with our written consent and defence costs and other expenses you incur following our written permission will also be covered.	
20. Libel and Slander We will indemnify you or your employees against your legal responsibility to pay damages and/or costs to others within the geographical limits arising from your libel or slander. Our liability under this Extension being limited to a maximum amount of £100,000 in any one period of insurance.	a) Any deliberate comment made by you or your employees.
21. Care Work Notwithstanding anything contained in this Policy to the contrary, this Extension is not applicable to any	

shared owner, leaseholder or factor in Scotland. Section 8 Public & Products Liability of this Policy does not apply to any claim, loss, liability, cost or expense directly or indirectly arising from the provision or omission to provide medical treatment. Medical Treatment shall mean: a) Any form or type of medical, clinical or surgical advice, diagnosis, treatment, remedy or procedure and/or b) Any form of care, aid, assistance, advice or supervision either associated with or arising from any form or type of medical, clinical or surgical advice, diagnosis, treatment, remedy or procedure. However, this Policy is extended to include the Your liability arising out: c) Emergency first aid treatment b) The administration of prescribed drugs other than prescribed drugs which are administered by injection. This Extension shall not apply to Medical Treatment provided by any professionally qualified nurse or medical or dental practitioner.	
22. Pollution or Contamination Notwithstanding Exclusion 21 We will indemnify the You against legal liability for damages and claimant's costs and expenses in respect of Pollution or Contamination within the Geographical Limits in connection with the Business provided always that: a) Pollution or Contamination is caused by a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the Period of Insurance. b) No indemnity shall be provided in respect of activities commenced by or on behalf of You prior to inception of the Period of Insurance or any period of continuous Insurance prior to inception of the Period of Insurance placed under Protector Forsikring ASA. All Pollution or Contamination which arises out of a sudden, identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the Period of Insurance shall be deemed by Us for the purposes of this Policy to have been caused at the time such happening takes place. The total liability to Us for all events agreed by Us to have happened during the Period of Insurance in respect of Pollution or Contamination shall not exceed the Limit of Liability specified in the Schedule for Section 8 in the aggregate for Sections 7 and 8 in respect of the Period of Insurance, inclusive of Legal	

Costs.	
23. Pollution Contamination Clean-Up It is hereby understood and agreed that in circumstances where Extension 15 to Section 8 Public & Products Liability of this Policy provides indemnity against liability caused by or arising from Pollution or Contamination occurring solely within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, the indemnity shall include Clean Up to the extent not already included within that indemnity. Provided that: a) The indemnity provided by this Extension shall not: i. Include Clean Up in or on any property, land, watercourse or body of water owned, leased or rented by You; ii. Include the cost of restoration or reintroduction of flora or fauna; iii. Override any Policy Exclusion or Limitation in respect of Pollution or Contamination liability which Exclusion or Limitation shall take precedence to the extent that it conflicts with any provision in this Extension; iv. Include any liability arising out of the operation of treatment works or plants; b) The liability of Us (including Legal Costs and all other costs and expenses) shall not exceed £2,000,000 in respect of any one event and in the aggregate during the Period of Insurance. Nothing contained in the foregoing shall be deemed to increase the Limit of Our liability in respect of Property Owners Liability and/or Public Liability & Products Liability as shown in the Schedule. No indemnity is provided to You unless Clean Up results from accidental damage to material property, injury or nuisance as detailed in Extension 15 to Section 8 Public & Products Liability of this Policy. For the purpose of this Extension the following additional Definitions will apply: a) Clean Up Clean Up shall mean the reasonable cost of Remediation incurred by You and for which You are legally liable as required by any Enforcing Authority but shall not include the costs of achieving any improvement or alteration in the condition of any property or land or the atmosphere or any watercourse or any body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences. b) Enforcing Authority Enforcing Authority shall mean any government or statutory authority or body implementing or enforcing environmental protection legislation. c) Remediation	

Remediation shall mean remedying the effect of Pollution or Contamination.	
24. Accidental Discovery of Asbestos, Asbestos Fibres, Asbestos Dust or Asbestos-Containing Materials We will indemnify You against legal liability for damages and claimant's costs and expenses in respect of: a) the accidental discovery of materials known or suspected to be asbestos or contain asbestos fibres, asbestos dust or asbestos-containing materials; b) the investigation of any such suspect materials; Provided always that: i. Immediately upon discovery as defined in a) above all work ceases until the composition of all such materials is established; ii. Any subsequent handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibres, asbestos dust or asbestos-containing materials requiring licence is carried out by qualified licensed sub-contractors on terms which indemnify You for liability arising out of such work. Our liability under this Extension is limited to a maximum of £5,000,000 any one claim.	

Section 8 – Exclusions

The following exclusions apply to Section 8 – Public and Products Liability

Please also see the General Exclusions and General Conditions.

Liability arising directly or indirectly from:

1. Loss or damage to property belonging to, or held in trust by, **you** or **your employee**.
2. Loss, injury or damage arising out of any activity other than those associated with the business.
3. Loss, injury or damage arising out of owning, possessing or using **motorised vehicles**.
4. Injury to **you** or any of **your employees** arising out of and in the course of **your business**.
5. An assault, alleged assault or a deliberate or criminal act by **you** or **your employee**.
6. The transmission of any communicable disease or virus by **you**.
7. Any legal responsibility of any **resident** as occupier (not as owner) of the **building** in which they are residing.
8. The cost of correcting any fault or alleged fault.
9. Any legal responsibility **you** have under any agreement that **you** would not have if the agreement did not exist.
10. Any liability in respect of which **you** are entitled to indemnity from any other source.
11. Any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, failure or loss of data resulting directly or indirectly from or in connection with:
 - i. **Virus or Similar Mechanism**,
 - ii. **Denial of Service Attack**,
 - iii. Unauthorised access to or use of **computer and electronic equipment**.
 - iv. The failure of any equipment to correctly recognise the date or change of date.
12. Any liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of asbestos fibres, asbestos dust or asbestos-containing materials.
13. For punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages or any similar compensation ordered by the Courts.
14. For fines, liquidated damages, penalty clauses or performance warranties.
15. The costs of repair, alteration, replacement, removal or recall of any **products supplied**.
16. Any legal responsibility arising from advice, design, formula or specification, provided by or on behalf of **you** for a fee or in circumstances where a fee would normally be charged.
17. **Products supplied** which to **your** knowledge are to be used as a critical part in connection with the flying or navigation of any aircraft, spacecraft, rocket, missile or satellite.
18. **Products supplied** which, to **your** knowledge are exported to the United States of America and/or Canada and/or their dependencies or trust territories.
19. Arising from or in connection with any company domiciled or registered in the United States of America or Canada or their territories or possessions.

20. Liability in respect of any ***Bodily Injury*** caused outside the ***Geographical Limits*** of the Policy, but this exclusion will not apply to any ***Employee*** temporarily employed in work elsewhere provided always that the contract of service or apprenticeship for such work was entered into within the ***Geographical Limits*** and that the ***Employee*** is normally resident in and travelling from the ***Geographical Limits***. This insurance shall not apply in respect of any liability for payment arising from any Workman's Compensation, social security or similar health insurance legislation.
21. Directly or indirectly caused by, arising from or in connection with ***Pollution or Contamination***.

Section 9 – Employers Liability

This section only applies when shown in **Your Schedule**.

Persons Entitled to Indemnity under Section 9 – Employers' Liability shall mean:

- a) **You**
- b) **Your** personal representatives in respect of legal liability incurred by **you**
- c) At **your** request any
 - Principal
 - A director or Partner

Each of whom shall be subject to the terms of **your** policy so far as they can apply.

We will indemnify **you**, against **your** legal responsibility to pay damages and/or costs by any court of law within the **geographical limits** occurring which are the result of accidental **bodily injury** to **employees** caused during the **period of insurance** caused in the course of the **business**.

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of legal liability to **employees** within the **geographical limits** and **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

Notwithstanding the provisions of General Exclusion 6 Terrorism, this Section provides cover against legal liability for damages and claimant's costs and expenses in respect of **Bodily Injury** sustained by **Employees** caused as a result of **Terrorism** during the **Period of Insurance** within the **Geographical Limits** up to a limit of £5,000,000 in respect of any one event.

Section 9 – Extensions

The insurance by Section 9 – Employers' Liability *is* extended to include the following occurring or commencing during the *period of insurance*:

Event	Excluded from Cover
1. Private Works <i>We</i> will indemnify <i>you</i> for private work undertaken by any <i>employee</i> for <i>you</i> or any director or <i>employee</i> which is done with <i>your</i> consent and which results in <i>bodily injury</i> to the <i>employee</i>.	
2. Social Clubs etc. <i>We</i> will indemnify <i>you</i> for <i>Bodily injury</i> to an <i>employee</i> whilst undertaking the Provision and management of canteen, social, sports, educational and welfare organisations for the benefit of other <i>employees</i> and first aid, fire and security services.	
3. Court Attendance Costs <i>We</i> will indemnify <i>you</i> if at <i>our</i> request any direct, partner or <i>employee</i> is attending court as a witness in respect of a claim which <i>you</i> are entitled to indemnity under this section. The rates per day <i>we</i> will pay are as follows: a) Any of <i>your</i> directors or partners - £500. b) Any other <i>employee</i> - £250.	
4. Health and Safety at Works etc. Act 1974 <i>We</i> will indemnify <i>you</i> and, at <i>your</i> request any director, partner or <i>employee</i> in respect of legal fees and expenses in defending proceedings, including appeals or prosecution costs awarded against <i>You</i> or any director, partner or <i>employee</i> arising from any health and safety inquiry or criminal proceedings in respect of the Health and Safety at work etc. Act 1974 or similar legislation in Northern Ireland the Isle of Man or the Channel Islands which occur in connection with the <i>business</i> within the <i>geographical limits</i> and during the <i>period of insurance</i>.	<i>We</i> will not indemnify <i>you</i> in respect of: a) Fines or penalties of any kind. b) Proceedings resulting from any deliberate act or omission by <i>you</i>. c) Where indemnity is more specifically insured.

5. Indemnity to Principals We will indemnify at your request any principal to the extent required by a contract between you and the principal, in respect of legal liability arising from the performance of work by you for such principal. Provided that we shall retain sole conduct and control of any claim; and the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of your Policy, in so far as they can apply.	
6. Unsatisfied Court Judgements If any employee or the personal representatives of such employee, obtain a judgement for damages for bodily injury against any company of individual operating from premises within the geographical limits and that judgement remain outstanding for more than six months we shall, at your request pay to the employee or the personal representatives of such employee, the amount of any unpaid damages and awarded costs. Indemnity under this extensions is subject to: a) The bodily injury occurring during the period of insurance. b) There being no appeal outstanding. c) Any payment made under this extension resulting in the employee or the personal representative of such employee assigning the judgement to us.	
7. Work Overseas We will indemnify you in respect of against your legal responsibility to pay damages and/or costs by any court of law for bodily injury caused to an employee whilst temporarily engaged in work outside the geographical limits in connection with the business provided that the employee is ordinarily resident within the geographical limits.	
8. Corporate Manslaughter and Corporate Homicide Act 2007 We will indemnify you in against legal costs and expenses, incurred with our prior written consent, in defence of any criminal proceedings brought in the geographical limits (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of	a) If you have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide proceedings resulting from any deliberate act or omission by you. b) For any fines or penalties, of any kind c) Where you can obtain indemnity for the costs of defending a criminal proceeding in relation

corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the business during the period of insurance. Subject to: a) We must consent to the appointment of any solicitor or counsel, acting on behalf of you. b) You shall immediately notify us of receipt of any summons or other process, served upon you, which may give rise to proceedings arising from the cover under this Extension. c) Before we consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful and any information in support of this assertion requested by us shall be supplied by you. Our liability under this Extension being limited to a maximum amount of £1,000,000 in any one period of insurance.	to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this extension you would have obtained indemnity from any other source or insurance. d) Where proceedings relate to any person other than your employees
9. Coroner's Inquest We will provide cover in respect of costs of legal representation at any coroner's inquest or inquiry in respect of any death and proceedings in any court arising out of any alleged breach of statutory duty resulting in injury, loss or damage which may be the subject to cover under Section 12– Employers Liability. In addition all other costs and expenses in relation to any matter which may form the subject of a claim incurred with our written consent and defence costs and other expenses you incur following our written permission will also be covered.	
10. Accidental Discovery of Asbestos, Asbestos Fibres, Asbestos Dust or Asbestos-Containing Materials We will indemnify You against legal liability for damages and claimant's costs and expenses in respect of: c) the accidental discovery of materials known or suspected to be asbestos or contain asbestos fibres, asbestos dust or asbestos-containing materials; d) the investigation of any such suspect materials; Provided always that: i. Immediately upon discovery as defined in a) above all work ceases until the composition of all such materials is established; ii. Any subsequent handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing	

asbestos fibres, asbestos dust or asbestos-containing materials requiring licence is carried out by qualified licensed sub-contractors on terms which indemnify You for liability arising out of such work. Our liability under this Extension is limited to a maximum of £5,000,000 any one claim.	
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Section 9 – Exclusions

The following exclusions apply to Section 9 – Employers' Liability

Liability arising directly or indirectly:

1. From which compulsory insurance or security is required under either the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981
2. for any work in or travel to from or within any offshore accommodation, exploration, drilling or production rig, platform or support vessel
3. For punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages or any similar compensation ordered by the Courts.
4. For fines, liquidated damages, penalty clauses or performance warranties.
5. Arising from or in connection with any company domiciled or registered in the United States of America or Canada or their territories or possessions.
6. Liability in respect of any **Bodily Injury** caused outside the **Geographical Limits** of the Policy, but this exclusion will not apply to any **Employee** temporarily employed in work elsewhere provided always that the contract of service or apprenticeship for such work was entered into within the **Geographical Limits** and that the **Employee** is normally resident in and travelling from the **Geographical Limits**. This insurance shall not apply in respect of any liability for payment arising from any Workman's Compensation, social security or similar health insurance legislation.

Section 10 – Terrorism

The Cover

We shall indemnify the **You** against damage under Section 1 Buildings and Landlord's Contents. Section 2 Office Contents and Section 5 All Risk Specified Items and/or any Consequential Loss under Section 6 Business Interruption, resulting therefrom insofar and to the extent that it is stated as being insured in the **Schedule** to this Section in Great Britain (meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 or any subsequent amending legislation and not the Isle of Man or the Channel Islands) Caused by an Act of **Terrorism** certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor or other relevant authority, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Limit of Liability

Our liability under this Section in respect of any one occurrence and in the aggregate during the **Period of Insurance** shall not exceed the Limits of Liability as stated in the **Schedule**;

and

in any action, suit or other proceedings where the **We** allege that any claim hereunder is not covered by this Section of this Policy (or is covered only up to a Limit of Liability as stated in the **Schedule**), the burden of proving that such claim hereunder is covered (or is covered beyond that Limit of Liability) shall be upon **You**.

Section 10 Conditions

The Insurance provided by this Section shall be subject to all limits, terms, conditions and exclusions of this Policy except that the following shall not apply;

1. any long term agreement or undertaking;
2. any terms in the Policy which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance**;
3. any extension of Premises to locations outside England and Wales and Scotland;
4. any General or Section Exclusions elsewhere in this Policy (other than those stated as Section 10 Exclusions).

Section 10 Exclusions

The Section does not cover any claim of whatsoever nature directly or indirectly caused by or occasioned by or happening through or in consequence of:

1. Chemical, biological or radioactive contamination from:
 - a. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - b. ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
 - c. chemical and/or biological and/or radiological irritants contaminants or pollutants;

in respect only of residential property houses and blocks of flats and other dwellings insured in the name of a private individual.

2. Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or seizure or destruction of or damage to property by or under the order of any Government or public or local authority.
3. Arising out of Marine, Aviation, Transit and Motor Certificates or Policies.

4. Electronic, digital or cyber risks that is any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
- a. a damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof, whether tangible or intangible (including but without limitation any information of **Programme(s) or Software**) and whether the property of **You** or not, where such damage is caused by **Virus or Similar Mechanism** or **Hacking or Denial of Service Attack**;
 - or
 - b. consequential loss directly or indirectly caused by or arising from **Virus or Similar Mechanism or Hacking or Denial of Service Attack**.

General Exclusions

The following Policy Exclusions should be read in conjunction with other Exclusions which may apply to specific Sections of the policy.

We will not cover loss or damage or liability arising from:

1. Radioactive Contamination

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 by or contributed to by or arising from:

- a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. Sonic Bangs

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

3. Pollution or Contamination (applicable to Sections 1, 2 & 6 only)

Loss or destruction or damage or any consequential loss resulting from **Pollution or Contamination** but this shall not exclude damage, or any consequential loss insured under Sections 1, 2 and 6 caused by:

- a) **Pollution or Contamination** which itself results from any of Events 1 to 10 inclusive & 13 (11 under Section 2) under Sections 1 & 2;
- b) Any of Events 1 to 10 inclusive & 13 (11 under Section 2) under Sections 1 & 2 which themselves result from **Pollution or Contamination**; unless otherwise excluded.

4. Loss of Value

Loss of value after **we** have made a claim payment.

5. Indirect Loss

Indirect loss of any kind other than as defined under Event 16 of Section 1 – **Buildings** & Landlord's Contents.

6. Terrorism

a) in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:

Loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
- ii. any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a) above an Act of Terrorism (Terrorism) means:–

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

b) in respect of territories other than those stated in a) above:

loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i. any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism

- ii. any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of b) above an act of Terrorism (Terrorism) means: An act, including but not limited to the use of force or violence and/or the 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.

In any action suit or other proceedings where **We** allege that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon **You**.

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

General Conditions

The following Policy conditions should be read in conjunction with other conditions which may apply to specific Sections of the policy.

It is important that **you** observe the terms and conditions of **your** insurance and any **endorsements** attached.

1. Taking care

You must take all reasonable steps to minimise loss or damage to all insured property including keeping **buildings** in a good condition and state of repair.

2. Designation of Property

For the purposes of determining where necessary the item under which any **building** is insured **we** agree to accept the designation under which the **building** has been entered in **your** books.

3. Non Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of damage is increased unknown to or beyond **your** control provided **you** give **us** notice as soon as **you** become aware and pay an appropriate additional premium if required.

4. Transferring your interest in the Policy

You cannot transfer **your** interest in this insurance to anyone else without **our** written approval. **Your** interest in this insurance cannot be transferred to anyone else by **you** without **our** prior approval.

5. Adjustments

The premium for this insurance has been based on the **reinstatement cost** or number of **buildings** and/or **landlords' contents** declared by **you** at the inception of this insurance or at a subsequent renewal. The premium may be adjusted up or down if the figures declared by **you** at the next renewal vary by 5% or more apart from index linking.

6. Multiple Insured's

- i. It is noted and agreed that if the **you** as described in the **schedule** comprises more than one Insured party each operating as a separate and distinct entity then (save as provided in this Multiple Insured's Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that **our** total liability to all of the Insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or **endorsement** stated in this insurance.
- ii. It is understood and agreed that any payment or payments by **us** to any one or more such insured parties shall reduce to the extent of that payment **our** liability to all such parties arising from any one event giving rise to a claim under this insurance and (if applicable) in the aggregate.
- iii. It is further understood that the insured parties will at all times preserve and enforce the various contractual agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.
- iv. **We** hereby agree to waive all rights of subrogation howsoever arising which **we** may have or acquire against any insured party arising out of any occurrence in respect of which a claim is admitted under this insurance except where the rights of subrogation or recourse are acquired in consequence or otherwise as a result of fraud or a deliberate Vitiating Act in which circumstances **we** may enforce such rights notwithstanding the continuing or former status of the vitiating party as an insured.

7. Multiple Section Claims

If the insured event can be dealt with under more than one section of the policy only the highest **excess** will apply.

8. Long Term Undertaking

The discount as stated in the **Schedule** is allowed off the premiums for this Policy as a whole or specific Sections of this Policy as noted in the **Schedule**, in consideration of **You** having given an undertaking expiring on the date as stated in the **Schedule**, to offer annually to **Us** the insurance under this Policy on the limits, terms, conditions and exclusions in force at the expiry of each **Period of Insurance** and to pay the premium annually in advance, it being understood that:

- a) **We** shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking;
- b) Where appropriate the sum insured may be reduced at any time to correspond with any reduction in value or in the **Business**.

The above-mentioned undertaking applies to any Policy (or Policies) which may be issued by **Us** in substitution for this Policy and the same discount shall be allowed off the premiums for any substituted Policy (or Policies) issued by **Us** as aforesaid.

Payment of the premium due at the expiry date as stated in the **Schedule** shall be deemed to be acceptance by **You** of the terms of this Condition.

Claims Conditions

These conditions apply to all sections of the policy. It is important that **you** observe the terms and conditions of the insurance.

1. Fraud

- a) If **you** make a fraudulent claim under this Policy:
 - i. **We** are not liable to pay the claim, and
 - ii. **We** may recover from **you** sums paid by **us** to **you** in respect of the claim and
 - iii. **We** may by notice to **you** treat the Policy as having been terminated with effect from the time of the fraudulent act.
- b) If **we** exercise **our** right under clause (a) (iii) above.
 - i. **We** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **our** liability under the Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim), and
 - ii. **We** need not return any of the premiums paid.

Fraudulent claims – group insurance

- c) If this insurance contract provides cover for any person who is not a party to the contract (“a covered person”), and a fraudulent claim is made under the contract by or on behalf of a covered person. **We** may exercise the rights set out in clause (a) above as if there were an individual insurance contract between the **Us** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

2. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference can be referred to an Arbitrator appointed by the parties in accordance with the current statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an Award shall be a condition precedent of any right of action against **us**.

3. Other Insurance

If at the time of any damage or occurrence there be any other insurance or indemnity effected by **you** or on **your** behalf applicable to such event liability under this policy shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably then liability under this policy shall be limited in respect of any damage or occurrence to any **excess** beyond the amount which would be payable under such other insurance or indemnity had this policy not been effected.

4. Control of Claims

We shall be entitled:

- a) On the happening of damage to the property insured to enter take and keep possession of any **building** where damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **our** right to rely on any conditions of this Policy and this Policy shall be proof of leave and license for such purpose.
- b) At **our** discretion to take over and conduct in **your** name the defence or settlement of any claim and to take proceedings at **our** own expense and for **our** own benefit but in **your** name to recover compensation or secure indemnity from any third party in respect of any event insured by this Policy and **you** shall give all information and assistance required.
- c) To any property for the loss of which a claim is paid hereunder and **you** shall execute all such assignments and assurances of such property as may be reasonably required but **you** shall not be entitled to abandon any property **us**.

- d) To pay to **you** the maximum sum payable under Section 3 in respect of any occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and **we** shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.

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

5. Option to Rebuild

We may at **our** option rebuild or restore the **building** destroyed or portions damaged but it is not bound to rebuild or restore the property exactly or completely and only as circumstances permit. **You** will give **us** all plans, documents, books and information at **your** own expense that **we** may reasonably require to carry out this work.

How to Make a Claim

On the happening of any event which could give rise to a claim under this Policy **you** shall:

1. As soon as practicably possible notify **your** insurance advisor providing as much information as possible as to the circumstances surrounding the claim. In the event you need to make a claim outside of normal office hours you can contact **us** on 0345 266 9660
2. Make no admission of liability or offer promise or payment without **our** written consent.
3. Inform **us** immediately of any impending prosecution inquest of fatal inquiry or civil proceedings and send **us** immediately every relevant document.
4. Take all reasonable action to minimize or check any interruption of or interference with **business**.
5. Produce to **us** such books of account or other **business** books or documents or such other proofs as may reasonably be required by **us** for investigating or verifying the claim.

Claims for loss or damage caused by Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons must be notified to **us** within 7 days.

Cancelling the Policy

We may cancel **your** Policy (or any Section of it) at any time and in any **period of insurance** by giving a minimum of 14 days notice to **you** in writing at **your** last known address. **You** will be entitled to a proportionate refund of premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the **period of insurance** when no refund of premium will be made. Where **you** pay by instalments any amount of premium refunded under this condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.