

# LetInsure Residential Let Policy



CASTLE

provided by



## What is in this Booklet

### Page

3	How to Use Your Policy
4	Policy Definitions
6	General Conditions
9	Claims Conditions
11	General Exclusions
	<b>Sections of the Policy</b>
13	Section 1 The Structure
21	Section 2 Landlord's Contents
25	Section 3 Rent Receivable
29	Section 4 Public Liability
32	Important Information
33	Emergency Glazing & Security Service

# LetInsure Residential Let insurance policy

NIG policies are underwritten by U K Insurance Limited. We will provide the insurance described in this Policy, which consists of individual Section (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance. This Policy should be read in conjunction with the Schedule, which confirms the Sections You are covered for.

# How to Use Your Policy

## Policy Wording

This Policy Wording contains details of the extent of cover available, what is excluded from the cover and the conditions on which the Policy is based.

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 Your insurance adviser or at the office which issued Your Policy.

## Schedule

The Schedule provides details of the insurance protection provided, the Sections of the Policy which are operative and the levels of cover applicable.

Please examine Your Schedule to ensure it meets Your requirements.

## Index-Linking

The Sum Insured by each item of Sections 1 and 2 are index-linked as a protection against inflation and at each renewal the premium will be revised in accordance with the index adopted by Us.

Index-linking will help to ensure that sums insured stay more in line with increasing costs and prices. However, this is dependent on the sums insured at inception being adequate.

Please check these to ensure they are adequate and advise Your insurance adviser if any alteration is required.

## Using the Emergency Glazing & Security Assistance Helpline

Details of Our emergency glazing and security assistance helpline are provided on the inside back cover of this Policy Wording.

## Making a Claim

To make a claim, call us on **0345 246 8534**. The claim helpline is open 24 hours a day, 7 days a week.

First read the Policy and Schedule and check that You are covered. Then follow the instructions provided under Claims Conditions B – Making a Claim.

You should ask Your insurance adviser for a claim form and let Us have as much information as soon as possible to help Us deal with Your claim promptly and fairly.

If You are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to the Important Information at the back of this Policy Wording.

# Policy Definitions

These definitions apply to this Policy. In addition, other more specific definitions apply under some of the Policy Sections and are stated in those Policy Sections. Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy shall have that meaning wherever it appears when commencing with a capital letter in this Policy or the relevant Section respectively.

All Definitions start in the Policy with a capital letter wherever they appear to help You identify them.

## Business

The 'Business' as shown in the Schedule and no other for the purposes of this Policy.

## Damage

Accidental loss, destruction or damage.

## Employee

Any person while working for You in connection with the Business who is:

- a** under a contract of service or apprenticeship with You;
- b** a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You;
- c** a labour master or person supplied by him;
- d** a person engaged by a labour-only sub-contractor;
- e** a self-employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You;
- f** a driver or operator of hired-in plant;
- g** a trainee or person undergoing work experience; or
- h** a voluntary helper.

## Excess

The first amount of each and every claim for which You shall be responsible.

## Glass

All fixed external and internal glass (including shelves, showcases and mirrors) forming part of the structure of the Premises including any such glass in shop, showroom, or office fronts.

## Index-Linking

Whenever a Sum Insured is declared to be subject to Index-Linking it is adjusted at monthly intervals as follows:

- 1** in respect of Buildings in accordance with the percentage change in the General Building Cost Information Service; or
- 2** in respect of Landlord's Contents and Contents of Common Parts in accordance with the Durable Goods Section of the Retail Prices Index.

At each renewal the premium will be adjusted to apply to the Sum Insured which then pertains and We waive all rights to additional premium arising solely out of such index adjustments prior to renewal.

## Bodily Injury

Bodily injury which includes death, illness, disease or shock.

## Period of Insurance

- a** The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and
  - b** any subsequent period,
- for which You shall pay and We shall agree to accept Your premium.

## Policy

This Policy including the Sections and the Schedule, all of which should be read together as one contract.

## Premises

The part of the premises at the address or addresses specified in the Schedule belonging to You.

Unless otherwise stated, the buildings at the Premises are:

- a** built of brick, stone or concrete;
- b** roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients (with the exception of small outbuildings or flat roofs); and
- c** any plan numbers or letters shown in the Schedule or specification attached thereto refer to a plan of the Premises lodged with or maintained by Us.

## Property

Material property.

### Reinstatement Basis

Whenever claims settlement is declared to be on a Reinstatement Basis, the basis upon which the amount payable in respect of the Property insured is to be calculated will be as follows:

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

### Special Conditions

- i** Our liability for the repair or restoration of Property damaged in part only will not exceed the amount which would have been payable had such Property been wholly destroyed.
- ii** If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Policy Definition exceeds its Sum Insured at the commencement of any Damage, Our liability will not exceed that proportion of the amount of the Damage which the Sum Insured will bear to the sum representing the total cost of reinstating the whole of such Property at that time.
- iii** No payment beyond the amount which would have been payable in the absence of this Policy Definition will be made:
  - a** unless reinstatement commences and proceeds without unreasonable delay;
  - b** until the cost of reinstatement will have been actually incurred;
  - c** if the Property insured at the time of the Damage will be insured by any other insurance effected by You or on Your behalf which is not on the same basis of reinstatement.
- iv** All the terms and conditions of this Policy will apply:
  - a** in respect of any claim payable under the provisions of this Policy Definition except insofar as they are varied hereby;
  - b** where claims are payable as if this Policy Definition had not been incorporated.

### Sanitary Ware

Fixed baths, washbasins, pedestals, bidets, shower trays, sinks, lavatory pans and cisterns.

### Schedule

The schedule applicable to the Policy.

### Sum Insured

The sum insured as set out in the Schedule.

### Vacant or Disused

Buildings or any part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 30 consecutive days.

### We/Us/Our

U K Insurance Limited trading as NIG and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

### You/Your

The person, persons, Limited Company or Limited Liability Partnership named in the Schedule.

# General Conditions

## A Fair Presentation of the Risk

**a** You have a duty to make Us a fair presentation of the risk before:

- i** the inception of this Policy;
- ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
- iii** the renewal of this Policy; and

**b** In the event of a breach of such duty, if the breach is:

- i** deliberate or reckless, We may:
  - a** in relation to an alteration made to this Policy, (notwithstanding the references to notice period and the refunding of premiums in General Condition D 2) by notice to You in writing at Your last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;

- b** in relation to the inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;

- ii** neither deliberate nor reckless and We would not have:

- a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, We may treat this Policy as if the alteration was never made, but in that event We:
  - i** will return any extra premium paid; or
  - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or

- b** entered into this Policy on any terms, We may avoid this Policy and refuse all claims but will return any premiums paid; or

- iii** neither deliberate nor reckless and We:

- a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if We so require; and

**b** in respect of an alteration made to this Policy:

- i** would have agreed to the alteration, but would have charged an increased premium by more than We did or (in the case of an unchanged premium) would have increased the premium, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that We would have charged;

- ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and We would have increased the premium, would not have reduced the premium, or would have reduced it by less than it did, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if We would not have changed it, and otherwise the increased or (as the case may be) reduced total premium We would have charged.

- c** would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

- c** We shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Us), in relation to a breach of the duty to make Us a fair presentation of the risk.

## B Reasonable Precautions

You must:

- 1 take all reasonable precautions to prevent or minimise loss, destruction, damage, accident or injury;
- 2 maintain the Premises, machinery, equipment and furnishings in a good state of repair;
- 3 exercise care in the selection and supervision of Employees; and
- 4 comply with all relevant statutory requirements, manufacturer's recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

## C Change of Risk or Interest

- a It is a condition precedent to Our liability that You shall immediately notify Us if any alteration be made either in the Business or at the Premises or in any property therein or in any other circumstances whereby the risk is increased other than in accordance with:
  - i Extensions 5 Capital Additions and 10 Non-Invalidation under Section 1: The Structure of this Policy; or
  - ii General Condition A,
 at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.
- b This Policy shall cease to be in force if:
  - i Your interest in the Business ends, other than by death; or
  - ii the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,
 at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by Us.

## D Cancellation

### 1 Your Cancellation Rights

- a Your Policy may be cancelled by You within 14 days of receipt of Your Policy (this is known as the "cooling off" period). If You elect to cancel within this period You should return all documents to Your broker, intermediary or agent and We will pay a refund of premium for the full amount paid to You. If a claim has been made or an incident advised that could give rise to a claim during the "cooling off" period, Your Policy will be treated by Us as in force and no refund of premium will be made.

- b If You elect to cancel Your Policy after the "cooling off" period has expired but still during any Period of Insurance You must give 14 days' notice in writing to Your broker, intermediary or agent. 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 for the Period of Insurance will be made.
- c Where You pay by instalments any amount of premium returned under this condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

### 2 Our Cancellation Rights

- a 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.
- b 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.
- c 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.

## E Instalments

- a Notwithstanding General Condition D 2, where the premium under this Policy is payable by instalments and You fail to pay one or more instalments, We may cancel this Policy by giving 7 days' written notice at Your last known address.
- b Any amount of premium returned under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount of premium refunded to You will be calculated by Us in accordance with the process set out in General Condition D above. The calculation made by Us will be final and binding.

## F Unoccupancy

It is a condition of this Policy that within 30 days of the Premises or any part thereof becoming unoccupied, untenanted or not having been actively used, You shall:

- a** ensure that all services are turned off at the mains except:
  - i** electricity where needed to maintain any fire or intruder alarm system in operation; or
  - ii** where needed for the heating of the Premises;
- b** ensure that the water and heating system is drained down except where heating is set to maintain a constant temperature of no less than 15°C;
- c** take all reasonable precautions for the safety of the Premises insured including making sure that they are adequately secured against unauthorised entry;
- d** inspect the Premises at least once a week if wholly Vacant or Disused or every 14 days if only partly Vacant or Disused; and
- e** remove any accumulations of combustible materials such as junk mail and newspapers during each inspection of the Premises.

## G Choice of Law

Under European Law, You and We may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to You in English and We will continue to communicate with You in English.

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

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

## I Interest Clause

The interest of freeholders, lessees, under-lessees, assignees and/or mortgagees of property insured by this Policy are noted in the insurance provided by the Policy subject to You advising Us in the event of any claim arising.

## J Fire Extinguishing Appliances

It is a condition precedent to Our liability that You will ensure that any fire extinguishing appliance kept at Your Premises are maintained in efficient working order.

## K Protections

It is a condition precedent to Our liability that You will not vary or withdraw without Our prior written consent any protections at Your Premises and that such protections will be maintained throughout the Period of Insurance.

## L Changes to your cover

You must tell Us through Your broker, intermediary or agent immediately if there are any changes that may affect Your insurance, such as the following:

- a** If You change the address where Your property is located; or
- b** If Your sums insured change.

We may then reassess Your cover and premium either immediately or at Your next renewal, depending on the information You have provided.

# Claims Conditions

## A Conditions Precedent

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such condition precedent shall be a bar to any claim under the relevant Section(s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

## B Making a Claim

It is a condition precedent to Our liability that You will:

- a** immediately notify Us on the happening of any incident which could result in a claim under this Policy;
- b** immediately notify Us of, and deliver to Us at your own expense, a claim with such detailed particulars and proofs as may reasonably be required by Us and (if demanded by Us) a statutory declaration of the truth of the claim and any matters connected therewith, within:
  - i** 7 days of the event giving rise to the claim, in the case of loss, destruction or damage, caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons;
  - ii** 30 days of the expiry of the Indemnity Period (as defined in Section 3: Rent Receivable, of this Policy) in respect of business interruption claims; or
  - iii** 30 days of the event giving rise to the claim in the case of any other claim, or such further time as We may allow; and

notwithstanding items **b i to iii** above, You will immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by You relating to such claim on receipt;

- c** give immediate notification to the police in respect of:
  - i** vandalism;
  - ii** theft or any attempt thereat; or
  - iii** loss of money by any cause whatsoever,
 in relation to this Policy;
- d** make no admission of liability or offer, promise or payment, without Our written consent;
- e** inform Us immediately of any impending prosecution, inquest or fatal accident enquiry or civil proceedings and send to Us immediately every relevant document;

- f** take all reasonable action to minimise any interruption or interference with the Business; and
- g** 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.

## C Our Rights

We will be entitled:

- a** on the happening of any loss, destruction or damage in respect of which a claim is made under this Policy, and without thereby incurring any liability or diminishing any of Our rights under this Policy, to enter take and keep possession of any building where destruction or damage has occurred and to take possession of, or require to be delivered to Us any property insured by this Policy and deal with such property for all reasonable purposes and in a reasonable manner;
- b** at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our expense and for Our own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and You will give all information and assistance required;
- c** to any property for the loss of which a claim is paid hereunder and You will execute all such assignments and assurances of such property as may be reasonably required but You will not be entitled to abandon any property to Us; and
- d** in the event of any Contingency (as defined in Section 4: Public Liability) resulting in any claim(s) under Section 4 to pay to You the amount of the Indemnity Limit for such Contingency (less any sums already paid as damages in respect of such Contingency) or any lesser amount for which the claim(s) can be settled after which We will have no further responsibility in connection with such claim(s) except for costs and expenses incurred before the date of payment.

## D Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain benefit under this Policy, We:

- a** shall not be liable to pay the claim;
- b** may recover from You any sums paid by Us to You in respect of the claim; and

- c may (notwithstanding the references to notice period and the refunding of premiums in General Condition D 2) by notice to You in writing at Your last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may
  - i refuse all liability to You under this Policy in respect of any event that gives rise to Our liability occurring after the time of the fraudulent act; and
  - ii retain any premiums paid under this Policy.

## E Other Insurances

Unless otherwise stated in this Policy:

- a if at the event of any Contingency (as defined in Section 4: Public Liability of this Policy), incident, loss, destruction or damage, which gives rise to a claim, there is any other insurance effected by or on Your behalf applicable to such Contingency, incident, loss, destruction or damage, Our liability will be limited to its rateable proportion thereof; and
- b if any other such insurance 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 Our liability hereunder will be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

## F Arbitration

If any differences arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any difference is to be referred to arbitration under this Condition, the making of an award will be a condition precedent of any right of action against Us.

## G Excesses

If We agree to indemnify you under more than one of Sections 1 and 2 of this Policy as a result of the happening of a single event and if an Excess applies under more than one of these Sections then only one Excess being the highest of those which would have applied separately under each Section will be deducted from the total claim payment.

## H Subrogation

We will be subrogated to Your rights of recovery against any third party. Accordingly, it is a condition precedent to Our liability that any claimant under this Policy will, at Our request and expense, take and permit to be taken all necessary steps for Us to enforce any rights against any other party in Your name before or after any payment is made by Us.

# General Exclusions

## This Policy does not cover

### A Radioactive Contamination

loss, destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by such loss, destruction or damage, 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; or
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### B War, Government Action and Terrorism

- a Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to, by or arising from:
  - i War, Government Action or Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
  - ii civil commotion in Northern Ireland;
- b legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to, by or arising from:
  - i War, Government Action, Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
  - ii civil commotion in Northern Ireland;

except to the extent stated in the Liability Provisions relating to this General Exclusion set out below.

For the purpose of this General Exclusion and its Liability Provisions:

**War** shall mean 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, or military or usurped power.

**Government Action** shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War.

**Terrorism** shall mean any act or acts of person or 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 and/or the threat thereof, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In any action, suit or other proceedings, where We allege that, by reason of this General Exclusion as far as it relates to Terrorism, any loss, destruction or damage or resulting loss or expense or other costs either directly or indirectly caused by or contributed to, by or arising from such event is not covered by this insurance, the burden of proving that such loss, destruction, damage, expense or costs is covered shall be upon You.

### Liability Provisions

Subject otherwise to the terms, definitions, exclusions, exceptions, provisions and conditions of this Policy, We will indemnify You under the Section 4: Public Liability against legal liability, costs and expenses directly or indirectly caused by or contributed to, by or arising from Terrorism (or any action taken in controlling, preventing or suppressing Terrorism) provided that Our liability for all compensation (excluding costs) shall not exceed:

- a in respect of or arising out of any one event or all events of a series consequent on one original cause £2,000,000 or the amount of the Indemnity Limit stated in the Schedule whichever is the lower; and
- b in respect of all pollution or contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule whichever is the lower.

### C Pollution and Contamination

loss, destruction or damage, caused by pollution or contamination, except (unless otherwise excluded) destruction of or damage to the property insured caused by:

- a pollution or contamination which itself results from a Defined Contingency; or
- b a Defined Contingency which itself results from pollution or contamination.

This General Exclusion will not apply to Section 4: Public Liability of this Policy.

For the purposes of this General Exclusion, Defined Contingencies are:

fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank or apparatus or pipe, sprinkler leakage, theft or impact by any vehicle or animal.

#### D Date Recognition

any claim which arises directly or indirectly from or consists of the failure or inability of any:

- a** electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
- b** media or systems used in connection with anything referred to in **a** above,

whether or not it is Your property, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:

- i** recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
- ii** the operation of any command or logic which has been programmed or incorporated into anything referred to in **a** and **b** above.

In respect of Section 1: The Structure, Section 2: Landlord's Contents and Section 3: Rent Receivable, this General Exclusion will not exclude subsequent Damage not otherwise excluded which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank or apparatus or pipe, sprinkler leakage, theft, or impact by any vehicle, train or animal.

#### E Sonic Bangs

loss, destruction or damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### F Computer Virus and Hacking

- a** Damage to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data, or any part thereof whether tangible or intangible (including but without limitation any information or programs or software), and whether Your Property or not, where such Damage is caused by Virus or Similar Mechanism or Hacking; or
- b** financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking,

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, the acts of malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water from any tank or apparatus or pipe, leakage of fuel from any fixed oil heating installation, from storage containers, pipes and apparatus, or impact by any vehicle, train or animal.

For the purpose of this General Exclusion:

**Virus or Similar Mechanism** shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs.

**Hacking** shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not.

Note: General Exclusion F shall not apply to Section 4: Public Liability.

# Section 1: The Structure

## Definition

### Buildings

- a** structures (including foundations);
- b** landlord's fixtures and fittings (including all machinery and plant and consumables used in connection with the Premises) and tenants' improvements for which the landlord is responsible in on or around the structures;
- c** building management and security systems;
- d** furnishings and other contents of common parts of the structures including such contents of parts used by the Insured and seasonal items introduced to the structures;
- e** gangways, pedestrian malls and pedestrian access bridges;
- f** walls, gates and fences;
- g** telephone cables, computer cables, television cables, electricity cables, gas piping, water mains, drains sewers and the accessories to all these providing services to or from the Buildings;
- h** roads, pavements, car parks, hard standing and street furniture; and
- i** landscaping and recreational features including garden furniture ornaments and statues,

all being Your property or that for which You are responsible and situate at the Premises.

### Cover

In the event of Damage at the Premises to any Property insured in connection with the Business occurring during the Period of Insurance and caused by any of the following Contingencies stated below (where shown as operative in Your Schedule), We will pay to You the value of such Property insured or the amount of the Damage at the time of such Damage or, at Our own option, reinstate or replace such property.

Provided that:

- a** Our liability under this Section in total for all claims or series of claims, arising out of any one original cause, will not exceed the Sum Insured for each item (or any other stated limit of liability); and
- b** unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to property collectively described by each item under this Section.

## Contingencies

- 1 a Fire** but excluding Damage caused by:
  - i** explosion resulting from fire;
  - ii** earthquake or subterranean fire;
  - iii a** its own spontaneous fermentation or heating; or
    - b** it undergoing any heating process or any process involving the application of heat; or
- b Lightning.**
- 2 Explosion**
  - a** of boilers or of gas, used for domestic purposes only but excluding Damage caused by earthquake or subterranean fire; or
  - b** otherwise but excluding Damage caused by or consisting of the bursting by steam pressure, of a boiler, economiser or other vessel, machine or apparatus, in which internal pressure is due to steam only and belonging to or under Your control.
- 3 Aircraft** or other aerial devices, or articles dropped therefrom.
- 4 Earthquake, Subterranean Fire.**
- 5 Riot, civil commotion**, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, excluding Damage:
  - a** caused by cessation of work; or
  - b** due to confiscation, requisition or destruction, by or by order of the government or any public authority.
- 6 Malicious Persons** or vandals, excluding Damage:
  - a** caused by such malicious persons or vandals, acting on behalf of or in connection with any political organisation;
  - b** caused by cessation of work;
  - c** due to confiscation, requisition or destruction by or by order of the government or any public authority;
  - d** caused by Theft as defined in Contingency 7;
  - e** when the Premises are Vacant or Disused;
  - f** in respect of property in the open unless agreed otherwise by Us;
  - g** in respect of property in any structure which is incapable of being locked; or
  - h** caused by Your Employees, tenants or any other persons lawfully in Your premises, except as provided for in Extension 23 of this Section.

**7 Theft or any attempt thereat**, excluding Damage:

- a** in respect of property in the open unless agreed otherwise by Us;
- b** when the Premises are Vacant or Disused;
- c** which You are able to recover from another source or which is more specifically insured; or
- d** caused by Your Employees, tenants or any other persons lawfully in Your premises, except as provided provided for in Extension 23 of this Section.

**8 Storm, Tempest**, excluding Damage:

- a** caused by the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam;
- b** caused by inundation from the sea whether resulting from storm or otherwise;
- c** caused by frost, subsidence, ground heave or landslip;
- d** attributable solely to change in the water table level; or
- e** to walls (not forming part of the structure), fences, gates or moveable property in the open or in open-sided structures, unless there is Damage to structural parts of the Buildings at the same time.

**9 Flood** excluding Damage:

- a** caused by storm or tempest;
- b** caused by escape of water from any tank, apparatus or pipe;
- c** caused by frost, subsidence, ground heave or landslip;
- d** attributable solely to change in the water table level; or
- e** to walls (not forming part of the structure), fences, gates or moveable property in the open or in open-sided structures, unless there is Damage to structural parts of the Buildings at the same time.

**10 Escape of Water** from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation, excluding Damage:

- a** caused by water discharged or leaking, from any automatic sprinkler installations;
- b** when the Premises are Vacant or Disused; or
- c** from any portable oil-fired heating installation.

**11 Impact** by:

- a** falling trees or boughs, excluding Damage caused by lopping, pruning or felling;
- b** collapse or breakage of television or radio receiving aerials or satellite dishes;

- c** collapse of telegraph poles or lamp posts; or
- d** vehicles or animals.

**12 Subsidence, Ground Heave and Landslip**

Subsidence or ground heave, of any part of the site on which the property stands or Landslip excluding:

- a** Damage to yards, car parks, roads, pavements, swimming pools, walls, gates and fences unless also affecting a structure insured hereby;
- b** Damage caused by or consisting of:
  - i** the normal bedding down or settlement of new structures;
  - ii** the settlement or movement of made-up ground;
  - iii** coastal or river erosion;
  - iv** defective design or workmanship or the use of defective materials; or
  - v** fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
- c** Damage which commenced prior to the Effective Date (as stated in the Schedule); or
- d** Damage resulting from:
  - i** demolition, construction, structural alteration or repair of any property; or
  - ii** groundworks or excavation, at the same premises.

**13 Any Accidental Cause** excluding:

- a** Damage:
  - i** caused by or specifically excluded in Contingencies 1-12 (whether operative or otherwise under this Section); or
  - ii** caused by theft or any attempt thereat, not involving:
    - a** entry to or exit from structures, at the Premises by forcible and violent means; or
    - b** violence or threat of violence, to You or any director of or any partner of or Employee of Yours, or their families;
- b** Damage to the Property Insured caused by or consisting of:
  - i** inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials; or
  - ii** faulty or defective workmanship, operational error or omission, on the part of You or any of their Your Employees,

- but this will not exclude subsequent Damage which results from a cause not otherwise excluded by this Policy;
- c** Damage caused by or consisting of:
- i** corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects; or
  - ii** change in temperature, colour, flavour, texture or finish, action of light,
- Damage consisting of:
- iii** joint leakage, failure of welds, cracking, fracturing, collapse or overheating, of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection therewith; or
  - iv** mechanical or electrical breakdown or derangement, in respect of the particular machines, apparatus or equipment, in which such breakdown or derangement originates,
- but this will not exclude:
- i** such Damage not otherwise excluded by this Policy which itself results from any other Damage not otherwise excluded by this Policy; or
  - ii** subsequent Damage which itself results from a cause not otherwise excluded by this Policy (unless more specifically insured);
- d** Damage caused by or consisting of:
- i** acts of fraud or dishonesty;
  - ii** disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or
  - iii** electrical or magnetic injury, disturbance or erasure, of electronic records;
- e** Destruction of or damage to a building or structure, caused by its own collapse or cracking;
- f** Damage in respect of movable property in the open or in open-sided structures, walls (not forming part of the structure), fences and gates, caused by wind, rain, hail, sleet, snow or dust;
- g** Damage to the Property insured:
- i** caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
  - ii** (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair;
- h** Damage:
- i** caused by freezing; or
  - ii** to fixed glass and sanitary ware,
- in respect of any building which is Vacant or Disused;
- i** Damage in respect of:
- i** jewellery, precious stones, precious metals, bullion or furs;
  - ii** property in transit;
  - iii** money, cheques, stamps, bonds, credit cards or securities of any description; or
  - iv** fixed Glass and Sanitary Ware:
    - a** due to repairs or alterations, being carried out at the Premises;
    - b** during installation or removal, of such Glass or Sanitary Ware; or
    - c** which was broken or cracked prior to the Effective Date (as stated in the Schedule);
- j** Damage in respect of:
- i** vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
  - ii** property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
  - iii** land, roads, piers, jetties, bridges, culverts or excavations; or
  - iv** livestock, growing crops or trees,
- unless specifically mentioned as insured by this Section; or
- k** Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

## Extensions

The insurance provided by this Section is extended to include the following:

### 1 Underground Services

Damage for which You are legally liable, by any of the Contingencies 1-13 inclusive (whether operative or otherwise under this Section) to underground service pipes, cables, drains (and their relevant inspection covers), supplying services to and carrying waste from the Premises to the point of junction with the public supply lines, mains and sewers for which You are responsible as owner of the Premises.

### 2 Ground Rent

Up to 2 years ground rent if the Premises are rendered temporarily uninhabitable but only during the period necessary for reinstatement and up to a maximum of 10% of the Buildings Sum Insured.

### 3 European Union, Public Authorities and Loss Prevention Council

The cost of reinstatement of any Damage to the Property insured and portions thereof not subject to Damage (other than foundations), incurred:

- a** solely by reason of the necessity to comply with European Union legislation, regulations under Acts of Parliament or local authority bye-laws; or
- b** where We require you to comply with current Loss Prevention Council (LPC) Rules for Automatic Sprinkler Installations, being the additional cost of reinstating water supply equipment which:
  - i** conformed to previous LPC Rules; or
  - ii** conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

Provided that:

- i** in respect of item **a** above, You receive a notice from the relevant body to comply after the Damage occurs;
- ii** the work of reinstatement is completed within 12 months of the date of the Damage or within such further time as We may allow; and
- iii** the total amount payable under this Extension and this Section, for any item, will not exceed:
  - a** in respect of the property subject to Damage, its Sum Insured; and

- b** in respect of portions of the property not subject to Damage, 15% of the total amount for which We would have been liable had the property been wholly destroyed,

subject to the total amount payable in respect of **iii a** and **b** above under this Extension and this Section, in total for all claims or series of claims arising out of any one original cause, for any item, not exceeding its Sum Insured.

### 4 Fees

Architects', Surveyors', Legal and Consulting Engineers' Fees necessarily and reasonably incurred in the reinstatement or repair of the Property insured consequent upon its Damage, which shall only include the reasonable fees of managing agents incurred with the consent of the Company when:

- a** they are in respect of work of benefit to Us;
- b** they relate to work which is necessary for repair or reinstatement of Buildings; and
- c** they have been agreed with Us in advance,

but will not include fees which are incurred as part of the managing agents general administrative duties or in the preparation or administration of any claim.

### 5 Capital Additions

The insurance by this Section is extended to include:

- a** any newly acquired and/or newly erected Buildings or Buildings in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured; and
- b** alterations, additions and improvements to Buildings but not in respect of any appreciation in value, anywhere in the United Kingdom the Channel Islands or the Isle of Man.

Provided that:

- i** at any one situation this cover shall not exceed 20% of the Buildings Sum Insured or £2,000,000 whichever is the less;
- ii** You undertake to give particulars of such extension of cover as soon as practicable and to pay any additional premium required; and
- iii** following payment of such additional premium the provisions of this Extension are fully reinstated.

## 6 Removal of Debris

The insurance by this Section is extended to include costs and expenses necessarily incurred by You with Our consent in:

- a removing debris from the site of the Premises and the area immediately adjacent;
- b dismantling and/or demolishing; or
- c shoring up or propping,

of the portion or portions of the Property sustaining Damage by any of the Contingencies.

We will not pay for any costs or expenses:

- i incurred in removing debris except from the site of such Property sustaining Damage and the area immediately adjacent to such site; or
- ii arising from pollution or contamination of Property not insured by this Section.

## 7 Damage by Emergency Services

The cost of restoring any Damage caused to gardens by the Emergency Services in attending the Premises as a result of the operation of any Contingency insured under this Section up to a maximum of £25,000 any one claim.

## 8 Contracting Purchasers Interest

If at the time of Damage You have contracted to sell Your interest in any Buildings hereby insured and the purchase is subsequently completed, the purchaser, on completion of the purchase, will be entitled to benefit under this Policy in respect of such Damage (if and so far as the property is not otherwise insured against such Damage by You or on Your behalf) without prejudice to the rights and liabilities of You or Us until completion.

## 9 Subrogation Waiver

In the event of a claim arising under this Section, We agree to waive any rights, remedies or relief to which We may become entitled by subrogation against:

- a any Company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to You as defined in the Companies Act current at the time of Damage;
- b any Company which is a subsidiary of a Parent Company of which You are a subsidiary, in each case within the meaning of the Companies Act current at the time of the Damage; or
- c any tenant or lessee of the Buildings insured provided that Damage has not been caused by the criminal fraudulent or malicious act of the tenant or lessee.

## 10 Non-Invalidation

This insurance will not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to You or beyond Your control provided that You immediately give notice to Us as soon as You become aware of the above and pay an additional premium if required.

## 11 Mortgage

The act or neglect of any mortgagor, leaseholder, lessee or occupier of any Building insured by this Policy whereby the risk is increased without the authority or knowledge of any mortgagee, freeholder or lessor will not prejudice the interest of the latter parties in this insurance provided they notify Us immediately on becoming aware of such increased risk and pay an additional premium if required.

## 12 Extinguishment and Alarm Resetting Expenses

Costs incurred by You following Damage with Our consent in:

- a refilling fire extinguishing appliances;
- b recharging gas flooding systems;
- c replacing used sprinkler heads;
- d refilling sprinkler tanks where costs are metered; and/or
- e resetting fire and intruder alarms and closed circuit television equipment.

## 13 Metered Water, Electricity, Gas and Heating Oil

We will pay the costs incurred by You for loss of metered water, electricity, gas or heating oil as a result of Damage except those in respect of any loss which has not been discovered and remedial action taken within 30 days of the occurrence of the Damage, provided that Our liability under this Extension and Extension 2 of Section 2: Landlord's Contents, of this Policy will not exceed £1,000 in total for all losses or series of losses arising directly from the same originating cause.

## 14 Unauthorised Use of Electricity, Gas, Water or Oil

We will pay the cost of metered electricity, gas, water or oil for which You are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying Your Premises without Your authority.

Provided that Our liability:

- i will not exceed £1,000 in total under this Extension for all losses or series of losses arising directly from the same originating cause;

- ii will only apply if the Premises have been inspected weekly by a responsible person on Your behalf and all practical steps are taken to terminate such unauthorised use as soon as it is discovered.

### 15 Fly Tipping

Costs reasonably and necessarily incurred with Our consent in respect of the clearing and removing any property illegally deposited in or around the Premises.

Provided that Our liability in respect of this Extension will not exceed £5,000 for any one claim.

### 16 Further Investigation Expenses

Where a Property has suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Property which is not immediately apparent, We will pay the reasonable costs incurred by You with Our prior consent in establishing whether or not such Damage has occurred.

We will pay the reasonable costs incurred by You in establishing whether or not other Property in the vicinity owned or leased by You or for which You are responsible have suffered Damage in the same incident as that causing Damage to the Property but only if such Property is subsequently found to have suffered such Damage for which We are liable.

Provided that Our liability in respect of this Extension will not exceed £5,000 for any one claim.

### 17 Preservation of Undamaged Property

We will pay costs necessarily and reasonably incurred by You with Our consent in dismantling and/or moving undamaged portions of any property insured within or to and from alternative premises for safe keeping.

### 18 Temporary Removal

Any parts of the Buildings temporarily removed for cleaning, renovation or repair or display or similar purposes, but only to the extent that they are not otherwise insured.

### 19 Loss of or Duplication of Keys

The reasonable cost of replacement locks and keys in respect of doors and windows for which You are responsible and which are necessary to maintain the security of the Property:

- a following the accidental loss of Keys; or
- b where there is reasonable evidence that such Keys have been copied by an unauthorised person,

subject to Our liability not exceeding £500 for all losses or series of losses arising directly from the same originating cause.

For the purpose of this Extension the definition of Keys is: Any device used to open a lock, including but not restricted to any electronic device, key card or remote-control transmitter.

### 20 Garden Squares

The insurance on Buildings extends to include trees, shrubs, plants, turf, ponds, lakes, fountains, landscaping, garden furniture, ornaments, statues and gardening equipment forming part of any garden square owned by You and not more specifically insured.

Our liability in respect of this Extension shall not exceed £1,000 in the aggregate in any one Period of Insurance.

### 21 Landscaping

We will pay the cost incurred following Damage in restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established.

Provided that Our liability in respect of this Extension will not exceed £2,500 for any one claim.

### 22 Glass and Sanitary Ware

In the event of accidental breakage of or damage to Glass or Sanitary Ware for which You are responsible at the Premises We will replace such property or at Our option pay You the cost of replacement.

We will not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit, but in the event of breakage of Glass in any shop, showroom or office fronts for which You are responsible at the Premises, We will:

- a replace such broken Shop Front Glass with glass of a similar manufacture and quality; or
- b where required by legislation, with glass of a superior quality in accordance with the appropriate British Standard; or
- c at Our option, pay You the cost of replacement.

We will also indemnify You in respect of:

- 1 any boarding up costs reasonably incurred following breakage of Glass;
- 2 damage to frames or framework following breakage of Glass;

- 3 the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass as a result of breakage;
- 4 the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on Glass following breakage of Glass;
- 5 accidental damage to goods incidental to the Business caused by breakage of Glass in display windows; and
- 6 neon and other fixed signs.

We shall not be liable under this Extension for breakage or Damage:

- i caused by or arising out of fire, lightning or explosion or preventive or salvage operations consequent thereon;
- ii occurring during removal or installation or arising out of repairs or alterations being carried out at the Premises;
- iii of any item flawed or broken at the commencement of this insurance;
- iv to dilapidated frames and framework;
- v caused by adjustments, repairs, dismantling or erection of neon or other fixed signs or any part while removed from their normal working position;
- vi mechanical or electrical fault or breakdown;
- vii caused in connection with theft of property from the Premises unless We have agreed to indemnify You in respect of such theft under Section 1 or Section 2 of this Policy; or
- viii in any portion of the Building which is Vacant or Disused.

We shall not be liable under this Extension for the amount of the Excess stated against this Extension in Your Schedule being the first part of each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

### 23 Malicious Damage and Theft by Residential Tenants

We will indemnify You for Damage involving:

- a the malicious actions of a tenant, their family or persons permanently residing with them; or
- b theft of or attempted theft of the Property insured by a tenant, their family or persons permanently residing with them,

occupying the Building or portion of any Building for residential purposes, but excluding Damage as a result of the illegal cultivation of drugs at the Premises.

Provided that:

- i You or authorised persons acting on Your behalf or Your managing agents shall in each instance obtain and retain a minimum of two written and verified references for all residential tenants or prospective residential tenants;
- ii an assured shorthold tenancy agreement or private residential tenancy (Scotland) has been signed between You and the tenant(s);
- iii You hold a minimum of one month's rent in the form of a deposit from Your tenant(s) which should be placed in a government-backed tenancy deposit scheme; and
- iv You must produce such written references if so requested by Us in the event of a claim.

Our liability under this Extension will not exceed the Sum Insured stated in the Schedule.

### Exclusions

We will not be liable under this Section for:

- 1 Property more specifically insured by You or on Your behalf;
- 2 Damage to any particular piece of plant or fittings of the electrical installation or appliances by self-ignition, short-circuit, excessive pressure, self-heating or leakage of electricity

### Conditions

#### 1 Index-Linking

The Sum Insured by each item of this Section 1 is subject to Index-Linking.

#### 2 Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index-Linking.

#### 3 Basis of Claims Settlement

The Basis of Settlement for each and every Item under this Section will be on a Reinstatement Basis.

#### 4 Designation

For the purpose of determining where necessary the heading under which property is insured, We agree to accept the designation under which such property has been entered in Your records.

## 5 Automatic Reinstatement of Sum Insured

Unless there is written notice by Us to the contrary in the event of Damage under this Section We will automatically reinstate the Sum Insured provided that You agree to pay the additional premium.

## 6 Seventy Two Hour Provision

In respect of Contingencies 8, 9 and 10 only Damage occurring continuously or intermittently during any period of 72 hours shall be deemed to constitute one loss under the Policy for the purpose of the payment of any excess for which We shall not be liable.

## 7 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each Contingency, being the first part of each and every claim, for Damage caused by the Contingency.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

## 8 Flat Roof Condition

Any portion of roof of felt and timber construction over 7 years old is to be inspected annually by a competent roofing contractor. A record of all such inspections is to be kept by You and such record to be made available to Us if requested.

## 9 Subsidence

It is a condition precedent to Our liability in respect of any Damage insured under this Section caused by Contingency 12, that You will notify Us immediately of any demolition, groundwork, excavation or construction being carried out on any adjoining site and We will then have the right to vary the terms or cancel this cover.

# Section 2: Landlord's Contents

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Landlord's Contents

Fixtures and fittings (not forming a permanent part of the structure) furniture, furnishings, utensils and domestic appliances belonging to You or for which You are responsible as landlord excluding:

- a stock and materials in trade;
- b bills of exchange, promissory notes, money, securities, stamps, deeds, bonds or documents of any description;
- c business books, plans, specifications, designs and computer records;
- d jewellery, watches, furs, precious metals, precious stones or articles made from them;
- e curios, works of art, antiques, sculptures or rare books where the value of any one article exceeds £5,000; or
- f property more specifically insured.

### Contents of Common Parts

Landlords Contents in the common parts of the Buildings to which all tenants have access.

## Cover

In the event of Damage to the Landlord's Contents and/or Contents of Common Parts insured at the Premises occurring during the Period of Insurance and caused by any of the Contingencies stated below (where shown as operative in Your Schedule), We will pay to You the value of such Property Insured or the amount of the Damage at the time of such Damage or, at Our own option, reinstate or replace such property.

Provided that:

- a Our liability under this Section in total for all claims or series of claims, arising out of any one original cause, will not exceed the Sum Insured for each item (or any other stated limit of liability); and
- b unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to property collectively described by each item under this Section.

## Contingencies

- 1 a **Fire** but excluding Damage caused by:
  - i explosion resulting from fire;
  - ii earthquake or subterranean fire;

- iii a its own spontaneous fermentation or heating; or
- b it undergoing any heating process or any process involving the application of heat; or

### b **Lightning.**

## 2 **Explosion**

- a of boilers or of gas, used for domestic purposes only but excluding Damage caused by earthquake or subterranean fire; or
- b otherwise but excluding Damage caused by or consisting of the bursting by steam pressure, of a boiler, economiser or other vessel, machine or apparatus, in which internal pressure is due to steam only and belonging to or under Your control.

## 3 **Aircraft** or other aerial devices, or articles dropped therefrom.

## 4 **Earthquake, Subterranean Fire.**

## 5 **Riot, civil commotion**, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, excluding Damage:

- a caused by cessation of work; or
- b due to confiscation, requisition or destruction, by or by order of the government or any public authority.

## 6 **Malicious Persons** or vandals, excluding Damage:

- a caused by such malicious persons or vandals, acting on behalf of or in connection with any political organisation;
- b caused by cessation of work;
- c due to confiscation, requisition or destruction by or by order of the government or any public authority;
- d caused by Theft as defined in Contingency 7 below;
- e when the Premises are Vacant or Disused;
- f in respect of property in the open unless agreed otherwise by Us;
- g in respect of property in any structure which is incapable of being locked; or
- h caused by Your Employees, tenants or any other persons lawfully in Your premises, except as provided for in Extension 3 of this Section.

## 7 **Theft or any attempt thereat**

excluding Damage:

- a in respect of property in the open unless agreed otherwise by Us;
- b when the Premises are Vacant or Disused;

- c in respect of property in any outbuilding detached from the main Building unless agreed otherwise by Us;
- d which You are able to recover from another source or which is more specifically insured; or
- e caused by Your Employees, tenants or any other persons lawfully in Your premises, except as provided for in Extension 3 of this Section.

#### 8 Storm, Tempest, excluding Damage:

- a caused by the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam;
- b caused by inundation from the sea whether resulting from storm or otherwise;
- c caused by frost, subsidence, ground heave or landslip;
- d attributable solely to change in the water table level; or
- e to walls (not forming part of the structure), fences, gates or moveable property in the open or in open-sided structures.

#### 9 Flood excluding Damage:

- a caused by storm or tempest;
- b caused by escape of water from any tank, apparatus or pipe;
- c caused by frost, subsidence, ground heave or landslip;
- d attributable solely to change in the water table level; or
- e to walls (not forming part of the structure), fences, gates or moveable property in the open or in open-sided structures.

#### 10 Escape of Water from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation, excluding Damage:

- a caused by water discharged or leaking, from any automatic sprinkler installations;
- b when the Premises are Vacant or Disused; or
- c from any portable oil-fired heating installation.

#### 11 Impact by:

- a falling trees or boughs, excluding Damage caused by lopping, pruning or felling;
- b collapse or breakage of television or radio receiving aerials or satellite dishes; or
- c vehicles or animals.

#### 12 Subsidence, Ground Heave or Landslip

Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding:

- a Damage to yards, car parks, roads, pavements,

swimming pools, walls, gates, posts and fences unless also affecting a building insured hereby;

#### b Damage caused by or consisting of:

- i the normal settlement or bedding down of new structures;
- ii the settlement or movement of made-up ground;
- iii coastal or river erosion;
- iv defective design or workmanship or the use of defective materials;
- v fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;

#### c Damage which originated prior to the Effective Date (as stated in the Schedule); or

#### d Damage resulting from:

- i demolition, construction, structural alteration or repair of any property; or
- ii groundworks or excavation, at the same Premises.

#### 13 Any Accidental Cause excluding:

##### a Damage:

- i caused by or specifically excluded in Contingencies 1-12 (whether operative or otherwise under this Section); or
- ii caused by theft or any attempt thereat, not involving:
  - a entry to or exit from structures, at the Premises by forcible and violent means; or
  - b violence or threat of violence, to You or any director of or any partner of or Employee of Yours, or their families;

##### b Damage to the Property Insured caused by or consisting of:

- i inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials; or
- ii faulty or defective workmanship, operational error or omission, on the part of You or any of their Your Employees,

but this will not exclude subsequent Damage which results from a cause not otherwise excluded by this Policy;

##### c Damage caused by or consisting of:

- i corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects; or

- ii change in temperature, colour, flavour, texture or finish, action of light,
- Damage consisting of:
- iii joint leakage, failure of welds, cracking, fracturing, collapse or overheating, of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection therewith; or
  - iv mechanical or electrical breakdown or derangement, in respect of the particular machines, apparatus or equipment, in which such breakdown or derangement originates,
- but this will not exclude:
- i such Damage not otherwise excluded by this Policy which itself results from any other Damage not otherwise excluded by this Policy; or
  - ii subsequent Damage which itself results from a cause not otherwise excluded by this Policy (unless more specifically insured);
- d** Damage caused by or consisting of:
- i acts of fraud or dishonesty;
  - ii disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or
  - iii electrical or magnetic injury, disturbance or erasure, of electronic records;
- e** Destruction of or damage to a building or structure, caused by its own collapse or cracking;
- f** Damage in respect of movable property in the open or in open-sided structures, walls (not forming part of the structure), fences and gates, caused by wind, rain, hail, sleet, snow or dust;
- g** Damage to the Property insured:
- i caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
  - ii (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair;
- h** Damage:
- i caused by freezing; or
  - ii to fixed glass and sanitary ware,
- in respect of any building which is Vacant or Disused;
- i** Damage in respect of:
- i jewellery, precious stones, precious metals, bullion or furs;

- ii property in transit;
  - iii money, cheques, stamps, bonds, credit cards or securities of any description; or
  - iv fixed Glass and Sanitary Ware:
    - a due to repairs or alterations, being carried out at the Premises;
    - b during installation or removal, of such Glass or Sanitary Ware; or
    - c which was broken or cracked prior to the Effective Date (as stated in the Schedule);
- j** Damage in respect of:
- i vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
  - ii property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
  - iii land, roads, piers, jetties, bridges, culverts or excavations; or
  - iv livestock, growing crops or trees,
- unless specifically mentioned as insured by this Section; or
- k** Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

## Extensions

The insurance provided by this Section is extended to include the following:

### 1 Temporary Removal

Contents of Common Parts whilst temporarily removed from or in transit to or from the Premises for cleaning renovation repair or similar purposes but remaining in the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man but excluding:

- a any amount exceeding £25,000; or
- b property otherwise insured.

### 2 Metered Water, Electricity, Gas and Heating Oil

We will pay the costs incurred by You for loss of metered water, electricity, gas or heating oil as a result of Damage except those in respect of any loss which has not been discovered and remedial action taken within 30 days of the occurrence of the Damage, provided that Our liability

under this Extension and Extension 13 of Section 1: The Structure, of this Policy will not exceed £1,000 in total for all losses or series of losses arising directly from the same originating cause.

### 3 Malicious Damage and Theft by Residential Tenants

We will indemnify You for Damage involving:

- a the malicious actions of a tenant, their family or persons permanently residing with them; or
- b theft of or attempted theft of the Property insured by a tenant, their family or persons permanently residing with them,

occupying the Building or portion of any Building for residential purposes, but excluding Damage as a result of the illegal cultivation of drugs at the Premises.

Provided that:

- i You or authorised persons acting on Your behalf or Your managing agents shall in each instance obtain and retain a minimum of two written and verified references for all residential tenants or prospective residential tenants;
- ii an assured shorthold tenancy agreement or private residential tenancy (Scotland) has been signed between You and the tenant(s);
- iii You hold a minimum of one month's rent in the form of a deposit from Your tenant(s) which should be placed in a government-backed tenancy deposit scheme; and
- iv You must produce such written references if so requested by Us in the event of a claim.

Our liability under this Extension will not exceed the Sum Insured stated in the Schedule.

### Exclusions

This Section does not cover:

- 1 Property more specifically insured by You or on Your behalf;
- 2 Damage due to cessation of work or by confiscation or detention by customs or other officials or authorities;
- 3 Damage to any particular piece of plant or fittings of the electrical installation or appliances by self-ignition, short-circuit, excessive pressure, self-heating or leakage of electricity;
- 4 Damage to Glass and Sanitary Ware other than breakage by or arising out of fire, lightning or explosion or salvage operations consequent thereon; or
- 5 Damage to any electrical sign or its installation.

### Conditions

#### 1 Index-Linking

The Sums Insured by this Section are subject to Index-Linking.

#### 2 Limit of Liability

The maximum amount payable in respect of any Item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index-Linking.

#### 3 Basis of Claims Settlement

The Basis of Settlement for each and every Item under this Section will be on a Reinstatement Basis. We may at Our option reinstate or replace the property or any part thereof.

#### 4 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each Contingency, being the first part of each and every claim, for Damage caused by the Contingency.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

#### 5 Flat Roof Condition

Any portion of roof of felt and timber construction over 7 years old is to be inspected annually by a competent roofing contractor. A record of all such inspections is to be kept by You and such record to be made available to Us if requested.

#### 6 Subsidence

It is a condition precedent to Our liability in respect of any Damage insured under this Section caused by Contingency 12, that You will notify Us immediately of any demolition, groundwork, excavation or construction, being carried out on any adjoining site and We will then have the right to vary the terms or cancel this cover.

#### 7 Seventy Two Hours Clause

In respect of Contingencies 8, 9 and 10, where insured by this Section, Damage occurring continuously or intermittently during any period of 72 hours will be deemed to constitute one claim under this Section for the purpose of the payment of any Excess for which We shall not be liable.

# Section 3: Rent Receivable

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the number of months stated in the Schedule during which the Rent Receivable is affected as a result of the Damage.

### Rent Receivable

The money including service charges paid or payable to You from the letting of Premises specified in the Schedule.

### Additional Expenditure

The additional expenditure necessarily and reasonably incurred with Our consent.

## Cover

### 1 Loss of Rent

If any property owned by You or for which You are responsible sustains Damage, for which liability has been admitted under Sections 1 or 2, causing an interruption of the Business which results in loss of Rent Receivable We will indemnify You for the:

- a amount by which the Rent Receivable during the Indemnity Period, as a result of Damage, falls short of the Rent Receivable which would have been received during the Indemnity Period had no Damage occurred; and
- b Additional Expenditure for the sole purpose of avoiding or diminishing the reduction in Rent Receivable during the Indemnity Period as a result of the Damage, not exceeding the amount of [the reduction in] Rent Receivable thereby avoided,

less any sum saved during the Indemnity Period in respect of charges or expenses payable out of Rent Receivable which cease or are reduced as a result of the Damage and provided that Our liability in respect of each Item on Rent Receivable will not exceed 200% of the Sum Insured;

- c the reasonable costs and expenses necessarily incurred with Our consent during the Indemnity Period in re-letting the Premises including legal fees in connection with the re-letting solely in consequence of the Damage; and
- d the further Additional Expenditure necessarily and reasonably incurred with Our prior consent during the Indemnity Period solely in consequence of the Damage

solely to avoid or minimise any loss of Rent Receivable not recoverable by You under this or any other policy during the period of twelve months immediately after the expiry of the Indemnity Period but not exceeding the loss of Rent Receivable thereby avoided by You, during that period of twelve months.

## Extensions

Any loss in respect of Rent Receivable as insured by this Section is extended to include interruption of the Business as a result of:

### 1 Boiler Explosion

Damage resulting from the explosion of any boiler or economiser on the Premises belonging to You or under Your control.

### 2 Prevention of Access

Damage to property:

- a in the vicinity of the Premises caused by any of the Contingencies insured under Section 1 or Section 2 which prevents or hinders use of or access to the Premises; or
- b at the premises of Your managing agents in the United Kingdom, the Channel Islands or the Isle of Man.

### 3 Alternative Accommodation

In the event of Damage to the Premises caused by any of the Contingencies insured under Section 1 resulting in:

- a a residential portion of the Premises being uninhabitable; or
- b access being prevented to a residential portion of the Premises,

this insurance extends to include the reasonable additional cost of similar comparable accommodation incurred by the lessee or owner until the residential portion is habitable or accessible.

The amount payable under this Extension will not exceed the Sum Insured shown in the Schedule during any one Period of Insurance.

### 4 Public Utilities

- a accidental failure of public supplies of electricity gas or water at the terminal ends of the utilities service feeders to the Premises not occasioned by:
  - i Your wilful act or neglect;
  - ii a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system;

- iii a scheme of rationing unless solely necessitated by accidental Damage to the supply undertakings generating or supply equipment;
  - iv any industrial action or drought; or
  - v any failure of supply lasting for less than thirty minutes; or
- b Damage to Property at any land based premises of the public telecommunications undertaking from which You obtain telecommunications services.

### 5 Professional Accountants Charges

Any particulars or details in Your books of account or other information or evidence which We may require under the conditions of this Policy for the purpose of investigating or verifying any claim may be produced by professional accountants if, at any time, they are regularly acting as such for You and their report will be prima facie evidence of the particulars and details to which such report relates.

We will pay the reasonable charges payable by You to the accountants for producing such information.

### 6 Automatic Rent Review

Where the Rent Receivable is subject to a rent review during the Period of Insurance the relevant Sum Insured will be automatically increased to reflect the revised Rent Receivable earned up to a maximum increase of 100% of the Loss of Rent Sum Insured stated on the Schedule.

No additional premium will be charged for this increase in cover during the Period of Insurance provided that You advise Us, prior to renewal, of the revised Rent Receivable for the next Period of Insurance.

### 7 Waiver of Subrogation Rights

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

- a any company standing in the relation of parent to subsidiary (or subsidiary to parent) to You;
- b any company which is a subsidiary of a parent company of which You are a subsidiary,

in each case as defined by current legislation; or

- c any tenant of the Buildings unless the Damage:
  - i has been occasioned or contributed to the fraudulent or criminal or malicious act of such tenant;
  - ii has been caused by impact by any road vehicle belonging to or under the control of the tenant or his employees; or

- iii has occurred to parts of the Premises not leased or rented by such tenant (other than common parts which may be used by all tenants).

### 8 Contingency Rent Extensions for Landlords Protection

Where there is provision in the lease agreed between You and the lessee of the Premises for an abatement of rent in the event of any loss as described below, or where the Rent Receivable is reduced as a direct consequence of the turnover of the lessee's business being reduced by any such loss or in respect of any Premises where there are no leases or licences in force at the date of any such loss the insurance by the item on Loss of Rent is extended to include the following subject to Our liability not exceeding £500,000 for all losses or series of losses arising directly from the same originating cause:

#### a Denial of Access

Loss as insured caused by prevention or hindrance of access to the Premises or prevention of use of the Premises in consequence of any property or rights of way in the immediate vicinity of the Premises being:

- i occupied by terrorists or persons thought to be terrorists;
- ii unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers;
- iii thought to contain or actually containing a harmful device, provided that the police are immediately informed; or
- iv closed down or sealed off in accordance with instructions issued by the police or by any other statutory body except where the cause of such closure or sealing is due to:
  - a the condition of the Premises or the business carried on within the Premises;
  - b Your or the lessee's non-compliance with a prior order of the police or any statutory body; or
  - c action taken as a result of drought or diseases or other hazards to health.

Provided that:

- i We will not be liable for loss arising from any cause within Your control or lessee or loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear;
- ii the cover provided by item i of this Extension is not subject to General Exclusion B of this Policy in respect of terrorism; and

- iii where Denial of Access is caused by the threat of terrorism Our limit of liability is £100,000 for all losses or series of losses arising directly from the same originating cause;

#### **b Disease, Vermin, Defective Sanitary Arrangements, Murder and Suicide**

Loss as insured arising from the closure of the Premises or any part thereof on the order or advice of any local or governmental public authority due to any occurrence of the following at the Premises:

- i
  - a 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, typhoid fever, viral hepatitis, whooping cough or yellow fever;
  - b any discovery of an organism likely to result in the occurrence of a disease listed in a above; or
  - c a disease listed in a above attributable to food or drink supplied from the Premises;
- ii the discovery of vermin or pests;
- iii any accident causing defects in the drains or other sanitary arrangements; or
- iv any occurrence of murder or suicide;

Provided that:

- i for the purposes of this Extension the Indemnity Period will commence from the date on which the Premises or any part thereof is closed on the order or advice of the local or governmental public authority; and
- ii We will not be liable under this Extension:
  - a for any costs incurred in the cleaning, repair, replacement, recall or checking of property;
  - b for loss arising at Premises which are not wholly or partially closed on the order or advice of the local governmental public authority;

#### **c Failure of Utilities**

Loss as insured caused by the failure of the supply of:

- i electricity at the terminal ends of the supply authority's service feeders at the Premises;
- ii gas at the supply authority's meters at the Premises;

- iii water at the supply authority's main stop cock serving the Premises; or

- iv land-based telecommunications,

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

#### **9 Loss of Attraction**

Damage to buildings or other property in the immediate vicinity of the Premises which would have such an effect on the business carried on at the Premises that:

- a an agreement to lease the Premises or any part of the Premises in course of negotiation or review is avoided or amended and the Rent Receivable is reduced; or
- b the turnover of any lessees business is affected and Rent Receivable is reduced,

subject to Our liability not exceeding £250,000 for all losses or series of losses arising directly from the same originating cause.

### **Conditions**

#### **1 Limit of Liability**

The maximum amount payable in any one Period of Insurance in respect of any item insured under this Section is the Sum Insured stated under Section 3 in the Schedule.

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

Unless there is written notice by Us to the contrary in the event of Damage under this Section We will automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium.

#### **3 First Financial Year**

In the event of Damage occurring before the first financial year of the Business the results of the Business to date of the Damage will be used as a basis on which to assess what the Rental Income for the first financial year would have been had the Damage not occurred.

#### **4 Payment on Account**

In the event of Damage We will if requested by You make payments on account during the Indemnity Period.

## 5 Unoccupied Buildings

Where the Buildings or any part of them are unoccupied and sustain Damage during the Period of Insurance Our maximum liability will be the loss of Rent Receivable during the period of reinstatement or repair and will be calculated based solely on any tenancy agreement in respect of such Building in existence at the time of the Damage occurring.

## 6 Buildings Awaiting Sale

If at the time of the Damage You have contracted to sell Your interest in the Buildings or have accepted an offer in writing to purchase Your interest in the Buildings subject to contract and the sale is cancelled or delayed solely in consequence of the Damage, provided that You will make all reasonable efforts to complete the sale of the Buildings as soon as practicable after the Damage, You may opt for the amount payable by Us to be:

- a** during the period prior to the date upon which but for the Damage the Buildings would have been sold:  
the Loss of Rent being the actual amount of the reduction in the Rent Receivable by You solely in consequence of the Damage; or
- b** during the period commencing with the date upon which but for the Damage the Buildings would have been sold and ending with the actual date of sale or with the expiry of the Indemnity Period if earlier:  
the loss in respect of interest being:
  - i** the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the Business the rate of interest not to be more than 4% above the London Interbank offered rate applying during the Indemnity Period; and
  - ii** the investment interest lost to You on any balance of the sale proceeds (after deduction of any capital borrowed as provided under **i** less any amount in respect of Rent Receivable;
- c** the additional expenditure being:
  - i** the expenditure necessarily and reasonably incurred solely in consequence of the Damage solely to avoid or minimise the loss payable under **a** or **b** immediately above but not exceeding the amount of loss avoided by such expenditure; and

- ii** the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the Damage but not exceeding either an amount equivalent to the expenditure incurred immediately prior to the Damage or £50,000 whichever is the less for all losses or series of losses arising directly from the same originating cause except the amount payable will be adjusted to provide for any benefit derived by You from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by You.

# Section 4: Public Liability

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

## Business

The Business as shown in the Schedule includes the ownership, maintenance and repair of the premises.

## Territorial Limits

- a** The United Kingdom, the Channel Islands and the Isle of Man; and
- b** elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in **a** above, in respect of the performance of non-manual work.

## Cover

In the event of the Contingency described below We will indemnify You against the following:

- a** all sums which You become legally liable to pay for compensation and claimants costs and expenses in respect of the Contingency in connection with the Business;
- b** all costs and expenses of litigation incurred with Our prior written consent in respect of a claim against You to which the indemnity expressed in this Section applies; and
- c** the payment of the solicitor's fee incurred with Our written consent for representing You at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in the Contingency which may be the subject of indemnity under this Section or at any Coroner's Inquest or Fatal Accident Inquiry in respect of such Contingency.

## Contingency

### 1 Public Liability and Property Owners Liability

- a** accidental Bodily Injury to any person other than an Employee if such injury arises out of and in the course of their employment by You;
- b** accidental Damage to Property not belonging to You or in Your charge or under Your control or that of any Employee;
- c** accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way; or
- d** wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

occurring in connection with the Business during the Period of Insurance and within the Territorial Limits.

Our liability for all compensation (excluding costs) payable under Contingency 1 (Public Liability and Property Owners Liability) to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the Indemnity Limit stated in Section 4 of the Schedule.

## Extensions

### 1 Cross Liabilities

Where You comprise more than one party, We will treat each party as if a separate Policy had been issued to each provided that nothing in this Extension will increase Our liability beyond the amount for which We would have been liable had this Extension not applied.

### 2 Defective Premises Act 1972

The indemnity provided by this Section is extended to indemnify You under this Section 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 business premises or land, disposed of by You.

Provided that this Extension will not apply to:

- a** the cost of rectifying and damage or defect, in the premises or land disposed of; or
- b** legal liability for which You are entitled to indemnity under any other policy.

### 3 Worldwide Personal Liability

We will, subject to the terms of this Section, indemnify You or Your spouse/civil partner during temporary visits anywhere in the world in connection with the Business but excluding liability arising from such a person owning or occupying land or buildings, or carrying on any trade or profession.

### 4 Contractual Liability

If You, by agreement, assume liability which would not otherwise have attached, the cover under this Section will only apply if We have sole conduct and control of all claims but excluding liability:

- a** for liquidated damages or under any penalty clause;
- b** arising from any contract which involves work outside the United Kingdom, the Channel Islands and the Isle of Man; or

- c for Damage to property caused by those risks against which You are required to effect insurance by reason of Clause 21.2.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any subsequent revision or substitution or any other contract condition incorporating a similar requirement.

## 5 Health and Safety at Work etc. Act 1974

We will indemnify You and at Your request any of Your directors or Your partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance.

We will also pay the prosecution costs You are legally liable to pay and any other costs in appealing against any judgment given.

Provided that:

- a this indemnity will not apply to:
  - i the payment of any costs or expenses incurred without Our written consent; or
  - ii the payment of fines or penalties;
- b the prosecution relates to the health, safety and welfare, of any person other than an Employee; and
- c proceedings arise from an incident which relates to a claim or potential claim under this Section.

## 6 Leased or Rented Premises

Exclusion 1 of this Section will not apply to legal liability for Damage to any Premises (including their fixtures and fittings) leased, rented or hired to You.

Provided that this indemnity will not apply to Damage by any cause against which the lease or tenancy agreement stipulates that insurance will be effected by the lessee or tenant.

## 7 Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You against legal costs and expenses, incurred with Our prior written consent, in defence of any criminal proceedings (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.

Provided that:

- a Our liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- c We must consent to the appointment of any solicitor or counsel, acting on Your behalf;
- d You must 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; and
- e 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. Any information in support of this assertion requested by Us will be supplied by You.

It is understood that We will have no liability under this Extension:

- i if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii for any fines or penalties, of any kind; or
- iii 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.

## Excess

This Section does not cover and We will not be liable for the Excess shown in the Schedule, being the first amount of each and every claim under this Section in respect of Damage to Property.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

## Exclusions

This Section will not apply to liability in respect of:

- 1 the ownership, possession or use by You of any buildings not insured under Section 1 of this Policy unless otherwise stated in the Schedule;
- 2 the ownership, possession or use by You of any land unless We have agreed to provide cover in respect of such land;
- 3 accidental Bodily Injury or Damage arising out of manual work away from Your Premises, other than collection or delivery or the erection and dismantling of estate agency boards and signs;
- 4 accidental Bodily Injury or Damage arising from the ownership, possession or use by You or on Your behalf of:
  - a any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when You are not entitled to indemnity under any other policy); or
  - b any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft;
- 5 accidental Bodily Injury or Damage arising from or caused by any professional negligence, wrongful or inadequate treatment, examination, prescription, advice by You or anyone acting on Your behalf;
- 6 any goods which You supply, install, erect, repair, alter or treat;
- 7 the cost of rectifying or replacing defective work;
- 8 Damage to any commodity article, or thing supplied, installed or erected by You if such Damage is attributable to any defect therein or the harmful nature or unsuitability thereof; or
- 9 pollution or contamination other than caused by a sudden identifiable; unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.
 

All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.

Our liability in respect of all pollution or contamination which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Indemnity Limit shown in the Schedule.

For the purpose of this Exclusion “pollution or contamination” means:

  - a all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
  - b all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination.

# Important Information

## Your right to cancel

If this cover does not meet Your requirements, please return all Your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt.

We will return any premium paid in accordance with General Condition E Cancellation.

## Cancellation

If You wish to cancel the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. We will return any premium paid in accordance with General Condition E Cancellation.

## How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy. Please quote Your Policy number.

## How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for You. If the broker is unable to resolve Your complaint, or it is regarding the terms and conditions of the Policy, they will refer it to NIG.

If Your complaint is still outstanding You can write to NIG direct at the following address, quoting Your policy number.

The Chief Executive,  
NIG  
Churchill Court, Westmoreland Road  
Bromley BR1 1DP

Once You receive a written response and if You remain dissatisfied, You may refer Your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

## Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at [www.fca.org.uk](http://www.fca.org.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](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

## Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should We be unable to meet Our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

**Whoever You are contacting, please always quote Your Policy Number as it will help Your enquiry or complaint to be dealt with promptly.**

# Emergency Glazing & Security Service

This helpline is provided for your use whilst your Policy is in force:

## Emergency Glazing & Security Assistance Helpline

**0345 878 5455**

Our glass replacement service provides an efficient replacement service for fixed internal and external glass 24 hours a day, throughout the year.

In addition, replacement locks or emergency security measures are also available.

Provided the Damage is covered by your Policy, the cost will be settled by us directly with Our service providers. If, however, the Policy requires payment of the first amount of any claim, or if you are VAT registered, Our service provider will invoice you direct for this amount.

Note: using any other repairer will not affect your right to claim.

This helpline is provided on Our behalf by Our approved supplier panel. Calls may be recorded.

