

Properties - Property Owner's Insurance

Specified Risks

Policy Wording

Contents

Section	Page
Introduction	3
Customer Care	4
Your Policy	5
Claim Notification	6
Policy Conditions	7
Policy Exclusions	10
Policy Definitions	11
Policy Clauses	13
Property Damage Insurance	14
Terrorism Insurance	24
Legal Liabilities Insurance	27
Section 1 – Employers' Liability	27
Section 2 – Property Owners' Public Liability	29
Section 3 – Legal Defence Costs	33
Section 4 – Financial Loss	34
Definitions	36
Complaints Procedure	38
Fair Processing Notice	39
Employers' Liability Tracing Office	40

Please read the Schedule to confirm which Section(s) apply



Introduction

Welcome to Intact Insurance Isle of Man Limited. Thank you for choosing us as your insurer

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place

We are happy to provide duplicates if you mislay any part of your Policy documentation

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

Customer Care

Claims Helpline

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. We also realise that running a business means that it might not be convenient for you to report a claim to us during normal office hours. That's why you can now notify us of any claim when it suits you – any time of the day or night. All you have to do is visit our website at: <https://www.intactinsurance.co.im/claims/>

Further details are contained in the Policy Summary provided with your Policy

Intact Insurance Isle of Man Limited Claims Helpline

01624 645900

(Please quote your Policy Number which can be found on your Schedule)

Emergency Repairs

Should emergency repairs be needed to your property, we will put you in touch with a tradesperson from our carefully selected panel. You will have to pay the cost of any work done, but where the damage is caused by an insured event, you can of course submit the cost as part of your claim. Whatever the nature of the emergency, you just need to make a single phone call

Catastrophe Claim

If you are faced with a major catastrophe, such as a serious fire or flood, we recognise that you will need expert assistance immediately. We will send a representative to help you in a major crisis

Advice Lines

Where do you turn for answers to questions that affect your business? Our advice lines will put you in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- Legal assistance
- Health and Safety issues
- Tax advice

Please call the 24 hour Helpline **0345 078 7543** quoting code **70201**

Your Policy

This Policy is a contract between you (also referred to as the Insured or your) and us (also referred to as the Company, we, our or Intact Insurance Isle of Man Limited)

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document

Intact Insurance Isle of Man Limited's acceptance of this risk is based on the information presented to Intact Insurance Isle of Man Limited being a fair presentation of the Insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance

Any reference to the singular will include the plural or vice versa

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto

Any heading in this Policy is for ease of reference only and does not affect its interpretation

Intact Insurance Isle of Man Limited will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and Intact Insurance Isle of Man Limited shall agree to accept the Premium

This Policy may be cancelled:

- A by us giving 30 days' notice, in writing to you at your last known address
- B by you giving 30 days' notice in writing to us at the address shown in the Schedule

You will be entitled to a proportionate return of Premium unless a claim has been made in the current Period of Insurance

For and on behalf of Intact Insurance Isle of Man Limited



Emmet McQuillan
Managing Director
Intact Insurance Isle of Man Limited

Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages of this Policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required

The Policy Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your email and contact numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions

Where we can offer repair or replacement through a preferred supplier but we agree to pay a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier

Policy Conditions

It is a requirement of the Company that the following Policy Conditions apply as stated except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees

Applicable to the whole Policy unless otherwise stated:

1 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effects of acts of frauds

the rights and obligations applying to the Insured and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015

2 Action by the Insured

On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall:

- A) notify the Company as soon as reasonably possible,
- B) give notice within 24 hours to the Police Authority in respect of Damage (other than by fire or explosion) caused by Riot and malicious persons or thieves if insured by this Policy,
- C) carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss,
- D) within 30 days after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow, and at your own expense, deliver to the Company:
 - i) full information in writing of the claim,
 - ii) details of any other insurance relating to the claim,
 - iii) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details,
 - iv) if demanded a statutory declaration of the truth of the claim and of any matter connected with it
- E) in respect of Legal Liabilities Insurance:
 - i) Every letter, claim, writ or summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt
 - ii) Written notice shall also be given without undue delay by the Insured to the Company immediately the Insured shall have knowledge of any prosecution inquest or

inquiry in connection with any circumstance which may give rise to liability under this Policy

- iii) No admission offer promise payment or indemnity shall be made or given by, or on behalf of, the Insured, without the written consent of the Company which shall be entitled to take over the absolute control and conduct in the name of the Insured; the negotiation, proceeding defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

Failure to comply will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the Company is liable under this Policy has increased, then no payment shall be made by the Company in respect of the amount of such increase

3 Adjustment

If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record

The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Company may require

The Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to the Insured

4 Alterations

This Policy shall be terminated if:

- A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- B) the Insured's Interest ceases otherwise than by death or
- C) any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased including
 - i) by removal, or
 - ii) by a tenant vacating the Buildings or taking up occupation of the Building, or
 - iii) in respect of subsidence ground heave or landslip by any building demolition or excavation work being carried out on any adjoining site subsidence ground heave or landslip by any building demolition or excavation work being carried out on any adjoining site, unless otherwise stated

at any time after the commencement of this Policy unless its continuance be admitted by the Company and in respect of 4C) the Company agree not to terminate the Policy provided that:

- a) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would not have entered into this Policy on any terms,

- b) the Insured shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration,
- c) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration

5 Arbitration

A) Not applicable to Legal Liabilities Insurances

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions

Where any difference is, by this condition, to be referred to arbitration, the making of an award shall be a requirement to any right of action against the Company

B) Applicable in respect of Legal Liabilities Insurance - Section 3 Legal Defence Costs only

Any dispute between the Insured and the Company in respect of Legal Liabilities Insurance Section 3 (Legal Defence Costs) may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties

Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society Bar Council or professional body within Great Britain Northern Ireland the Channel Islands or the Isle of Man

The party against whom the decision is made shall meet all the costs of the arbitration in full

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs

If the decision is made in the Company's favour the Insured's costs shall not be recoverable under this Policy

6 Cancellation

This Policy may be cancelled:

- A) by the Company giving 30 days' notice in writing to the Insured at the last known address, or
- B) by the Insured giving 30 days' notice in writing to the Company at the address shown in the Schedule provided that a Long Term Agreement (as detailed in the Schedule) is not applicable to the Policy

The Insured will be entitled to a proportionate return of Premium unless a claim has been made in the current Period of Insurance

7 Contribution

A) Applicable to Property Damage and Loss of Rent Insurances only:

If at the time of any claim, there is any other insurance covering the Insured's interest in the Property Damaged, the Company's liability under this Policy shall be limited to its rateable proportion of such claim, and will be subject to any Underinsurance Provision

In respect of Property Damage only:

- i) If any such other insurance is subject to any Underinsurance Provision, this Policy, if not already subject to any Underinsurance Provision shall be subject to the Provision in like manner
- ii) If any other insurance effected by or on behalf of the Insured is expressed to cover any of the Property insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to Damage, the Company's liability shall be limited to such proportion of the Damage as the Sum Insured bears to the value of the Property

B) Applicable to Legal Liabilities Insurance only

Other than in respect of Extension 5 (Contingent Motor Liability) to Section 2 (Property Owners' Public Liability), if at the time of any claim there is or, but for the existence there would be, any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this not been effected

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction the Company will not pay any costs or expenses where cover is provided by any other insurance or where but for the existence of this Policy it would have been provided by such insurance

8 Economic, Financial or Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any such Prohibition takes effect during the Policy period the Insured or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other party at their last known address

If the whole or any part of the Policy is cancelled the Company shall if and to the extent that it does not breach any Prohibition return a proportionate amount of the Premium for the unexpired period subject to minimum Premium requirements and provided no claims have been paid or are outstanding

For the purposes of this Condition Prohibition shall mean any economic financial or trade sanctions imposed by the European Union or the United Kingdom, or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover

9 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws

Unless the parties agree otherwise in writing, the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

10 Legal Representation

Applicable to Legal Liabilities Insurance only

Where the Company provides its consent to indemnify the Insured in respect of the costs of legal representation in relation to any matter which may form the subject of a claim for indemnity

- A) the Insured is free to choose a suitably qualified legal representative in respect of a claim for indemnity under Section 3 (Legal Defence Costs)
- B) the Company will choose an appropriate representative (be it solicitor or otherwise) to act on the Insured's behalf in respect of a claim for indemnity under all other Sections

The Company will provide the Insured with details of the nominated appropriate representative prior to the representative's instruction

In the event that the Insured wishes to appoint its own representative, the Insured shall provide prior notification of its intention to do so and seek the Company's written consent

The Insured agrees that in respect of its proposed representative:

- i) the hourly rate (or such other fee basis as the case may be to apply and
- ii) the terms and conditions of such appointment

shall be subject to the Company's prior approval

In the event of a dispute regarding the amount of legal costs incurred by the Insured's representative the Insured agrees that the Company will have the option to audit any files for the purpose of assessing the costs claimed

11 Non-Payment – Consumer Credit Termination

The Company reserves the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement or payment schedule

12 Reasonable Precautions

A) Applicable to the whole Policy other than Legal Liabilities Insurance

The Insured at their own expense shall:

take all reasonable precautions to prevent or diminish Damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all Property insured in sound condition

B) Applicable to Legal Liabilities Insurance

The Insured at their own expense shall:

- i) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in a sound condition,
- ii) as soon as reasonably possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

13 Rights of the Company

Applicable to the whole Policy other than Legal Liabilities Insurance

- A) On the happening of any Damage in respect of which a claim is made under this Policy the Company and any person authorised by them may
 - i) enter take or keep possession of the Premises where such Damage has occurred
 - ii) take possession of or require to be delivered to them the property insured
 - iii) deal with such property for all reasonable purposes and in any reasonable manner without thereby incurring liability or diminishing any of the Company's rights under this Policy

No property may be abandoned to the Company whether taken possession of by the Company or not

- B) No claim under this Policy shall be payable unless the terms of this condition have been complied with

Applicable to Legal Liabilities Insurance only

No admission offer promise payment or indemnity shall be made or given by, or on behalf of, the Insured, without the written consent of the Company which shall be entitled to take over the absolute control and conduct in the name of the Insured; the negotiation, proceeding defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

14 Rights of Recovery

Any claimant under this Policy shall, at the request and expense of the Company, take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company

The Company shall not enforce any rights against a tenant or lessee in respect of Damage to the part of the Buildings in the demise of that tenant or lessee or to common parts of the Buildings unless the Damage arises out of a criminal, fraudulent or malicious act.

The Company shall not enforce any rights against any company being parent of or subsidiary to the Insured or any company which is a subsidiary of a parent company of which the Insured is itself a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986

15 The Company's Liability

For all purposes, including but not limited to the application of the Sums Insured, Limits, Limits of Liability or Limits of Indemnity and consideration of when and how the Policy will respond, all parties included in the definition of the Insured in the Schedule, shall constitute one Insured, or one party or legal entity, so that there will be only two parties to the contract of insurance between the Insured and the Company

16 Third Party Contract Rights

No person other than the Insured or the Company may enforce the terms of this Policy and the provisions of the Contract (Right of Third Parties) Act 1999 do not apply

Policy Exclusions

(Exclusions not applicable to the whole Policy are shown in the individual Insurance section)

The Company shall not be liable for:

1 Radioactive Contamination

Damage and any loss or expense or liability resulting or arising directly or indirectly caused by or contributed to by or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

2 War and Allied Risks

(except Legal Liabilities Insurance Section 1 – Employers' Liability)

Damage and any loss, expense or liability caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power

3 Disease

(except Terrorism Insurance and Legal Liabilities Insurance)

- A) Subject to clause B) and notwithstanding anything in this Policy to the contrary and except to the extent expressly provided by the Specified Disease Extension to the Clauses Applicable to Items on Rent in the Property Damage Insurance section herein this Policy does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:
 - (i) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
 - (ii) any disease arising from any such pathogen or microorganism, or
 - (iii) the threat or fear (actual or perceived) of (i) or (ii)
- B) Clause A) does not exclude any cover otherwise provided by this Policy for:
 - (i) Damage which itself results from a Defined Peril caused by any of sub-clauses A) (i) to (iii)
 - (ii) loss due to interruption or interference with the Business of the Insured directly caused by such Damage.

For the purposes of this clause a Defined Peril shall mean the following Covers only unless otherwise excluded by this Policy:

Fire, Explosion, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious persons, Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft

Policy Definitions

The words or phrases where used in the Policy starting with a capital letter shall have the following meaning within the Section in which they appear

1 Business

Business of the Insured as stated in the Schedule.

2 Company

Intact Insurance Isle of Man Limited

3 Computer System

any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data processing media, networking equipment or back up facility, whether owned or operated by the Insured or by any other party.

4 Covers

The active efficient causes of Damage including excluded causes.

5 Cyber Act

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

6 Cyber Incident

A) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System;

or

B) any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System.

7 Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

8 Damage

Physical loss destruction or damage.

9 Damaged

Physically lost destroyed or damaged.

10 Data

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

11 Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause

12 Insured

The legal entity insured by the Policy.

13 Insured's Contribution

The first monetary amount of any claim borne by the Insured after the application of all other terms and conditions as described in the relevant Insurance section.

Under the Property Damage Insurance Section Damage caused by storm flood or escape of water (including from any automatic sprinkler installation) occurring continuously or intermittently during any period of 72 hours shall be deemed to constitute one loss.

14 Interest

Where loss, damage or injury would cause financial loss to the Insured.

15 Legionellosis

Any discharge release or escape of legionella or other airborne pathogens from water tanks water systems air-conditioning plants cooling towers and the like.

16 Period of Insurance

The period of time that the Policy is in force as shown in the Schedule.

17 Policy

The terms and conditions of the contract including the Policy wording, Schedule, Endorsements, Clauses and Certificates.

18 Premises

The Premises stated in the Schedule.

19 Premium

The monetary amount paid or payable by the Insured for coverage under the Policy.

20 Schedule

The statement of details specific to the Insured forming part of the Policy.

21 Terrorism

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

22 United Kingdom

Great Britain Northern Ireland the Isle of Man and the Channel Islands.

23 Virus

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

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

Policy Clauses

1 Long Term Undertaking

The discount (if applicable) specified in the Schedule is allowed off the net Premium on this Policy in consideration of the Insured undertaking to offer annually for three years (unless otherwise stated) from the date specified in the Schedule the insurance under this Policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the Premium annually in advance it being understood that

- A) the Company shall be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- B) the sums insured may be reduced at any time to correspond with any reduction in the value or reduction in the business

The above mentioned undertaking applies to any policy or policies which may be issued by the Company in substitution for this Policy and the same discount shall be allowed off the net Premium on any policy or policies issued by the Company

Payment of the Premium due at the commencement of the undertaking specified in the Schedule shall be deemed acceptance by the Insured of the terms of this clause

2 Security and Inspection Condition

It is a condition precedent to liability under

- Property Damage and Business Interruption Insurance in respect of Damage (if insured) by
 - Fire
 - Riot and Malicious Damage
 - Escape of Water
 - Sprinkler Leakage
 - Theft (as insured)

in respect of any Building that is Empty Disused or Unoccupied for any continuous period exceeding 30 days that

- A) gas water and electricity services and any fuel supplies be kept shut off at the switch or stopcock where they enter the Building
- B) all water and heating systems be kept drained
- C) the Building be kept secured by
 - i) the use of mortise deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters
 - ii) the use of window locks - where locks are not fitted windows must be screwed shut
 - iii) repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry
 - iv) sealing all letterboxes or fitting stout steel cage internally

- D) the Building and external areas immediately surrounding the Building be kept free of all unfixed combustible materials
- E) any additional requirements put forward by the Company be completed within the timescale specified
- F) the Building be inspected internally and externally by the Insured or their nominees at least weekly to check that the requirements of this condition are in place

In addition, in the event of a breach of requirements a) to e) the Insured or their nominees shall immediately:

- i) arrange to carry out the necessary work to satisfy the aforesaid requirements
- ii) notify the Company

except as otherwise agreed in writing by the Company

Property Damage Insurance

If any items insured suffer Damage by any of the Covers insured the Company will pay to the Insured the amount of loss in accordance with the provisions of the insurance provided that the Company's liability shall not exceed in any one Period of Insurance

- i) in respect of each item on Buildings the Sum Insured
- ii) in respect of each item on Rent 200% of the Sum Insured
- iii) any other stated Limit of Liability

Property Damage Insurance Covers

The following are the Covers insured except as otherwise stated in the Schedule

- 1 A) **Fire** excluding Damage by explosion resulting from fire
 - B) **Explosion** excluding Damage caused by the bursting of any boiler or other plant which belongs to or is under the control of the Insured and in which internal pressure is due to steam only

but this shall not exclude Damage caused by explosion of

 - any boiler
 - gas

used for domestic purposes only
 - C) **Lightning**
 - D) **Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire
- 3 **Riot** civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding
 - A) Damage arising from nationalisation confiscation requisition seizure or destruction by order of the government or any public authority
 - B) Damage arising from cessation of work
 - C) as regards Damage directly caused by malicious persons not acting on behalf of or in connection with any political organisation
 - i) the Insured's Contribution
 - ii) Damage in the course of theft or attempted theft
- 4 **Storm or flood** excluding
 - A) the Insured's Contribution
 - B) Damage solely due to change in the water table level
 - C) Damage caused by frost subsidence ground heave or landslip
 - D) Damage to fences and gates unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time
 - E) Damage to trees plants shrubs and turf unless there is Damage to the Buildings at the same time
- 5 **Escape of water** or oil from any tank apparatus pipe or appliance excluding
 - A) the Insured's Contribution
 - B) Damage by water discharged or leaking from an automatic sprinkler installation
- 6 **Impact** by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal excluding the Insured's Contribution
- 7 **Sprinkler Leakage** The accidental escape of water from any automatic sprinkler installation excluding Damage
 - A) by freezing in any building which is Empty Disused or Unoccupied
 - B) by heat caused by fire
- 8 **Theft** or attempted theft excluding
 - A) the Insured's Contribution
 - B) any loss which the Insured is able to recover from another source
- 9 **Subsidence** ground heave or landslip excluding
 - A) the Insured's Contribution
 - B) Damage arising from the settlement or movement of made-up ground or by coastal or river erosion
 - C) Damage resulting from
 - i) the construction demolition structural alteration or structural repair of any property
 - ii) groundworks or excavation works

at the Premises
 - D) Damage arising from normal settlement or bedding down of new structures
 - E) Damage commencing prior to the granting of cover under this insurance
- 10 **Any other accident** excluding
 - A) the Insured's Contribution
 - B) Damage by any
 - i) of the Covers
 - ii) of the causes expressly excluded from the Covers specified in paragraphs 1-9 (whether or not insured)
 - C) Damage to any property caused by
 - i) its own faulty or defective design or materials
 - ii) inherent vice latent defect gradual deterioration wear and tear
 - iii) faulty or defective workmanship on the part of the Insured or any of their employees

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded

- D) Damage caused by
- i) corrosion rust wet or dry rot marring scratching vermin insects
 - ii) 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
 - iii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates but this shall not exclude
 - a) such Damage which itself results from other Damage and is not otherwise excluded
 - b) subsequent Damage which itself results from a cause not otherwise excluded

- E) Damage caused by
- i) pollution or contamination unless resulting from a sudden identifiable unintended and unexpected cause which
 - a) occurs in its entirety at a specific moment in time and place during any one Period of Insurance
 - b) is not otherwise excluded
 - ii) disappearance or unexplained loss
- F) Damage to any building or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one Period of Insurance and which
- i) does not result from
 - a) the construction demolition structural alteration or structural repair of any property
 - b) groundworks or excavation works
 at the Premises
 - ii) is not otherwise excluded

Insured's Contribution

This insurance does not cover the Insured's Contribution as stated below or as otherwise printed on the Schedule

Cover	Insured's Contribution
3	£100
4	£100
5	£100
6	£100
8	£100
9	£1,000
10	£100

Buildings - The Basis of Settlement of Claims

The Company will pay the following amounts in respect of Buildings which have suffered Damage

- 1 A) the cost of rebuilding** being the cost incurred in rebuilding the Buildings (or of restoring the damaged parts)
- to a condition substantially the same as but not better or more extensive than their condition when new
- or if in the Schedule it is stated that the Alternative Basis of Settlement applies
- less an appropriate deduction for wear and tear
- or if the Insured elects not to rebuild or restore the Buildings (and the Company does not exercise its option allowed by the Company's Option to Rebuild Clause)
- B) the loss of market value** being the reduction in the market value of the Buildings immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable had the Buildings been rebuilt or repaired

plus in respect of 1 A) and 1 B):

- 2 the cost of complying with Stipulations** such additional cost of rebuilding or repair as may be incurred with the Company's consent in complying with Stipulations first imposed upon the Insured following the Damage
- The Company's liability in respect of the cost of complying with Stipulations relating to undamaged portions of the Buildings (other than the foundations) is limited to 15% of the amount the Company would have been liable to pay to reinstate the Buildings had it been wholly destroyed

The Company shall not be liable for any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the Stipulations

- 3 the cost of removing debris** the cost incurred with the Company's consent in
- A) removing debris dismantling demolishing shoring up and propping portions of Buildings
 - B) clearing cleaning or repairing Services as a result of Damage but excluding any costs or expenses
 - i) incurred in removing debris from outside the site of the Premises other than from the surface area immediately adjacent to the perimeter of the Premises
 - ii) incurred or arising from pollution or contamination howsoever caused of property not covered by this insurance
 - iii) in respect of Damage which occurred prior to the granting of cover under this insurance

The following provisos shall apply in respect of pollution and contamination but only if and in so far as Cover 10 is insured hereby

- C) the Company shall not be liable for Damage to land landscaping external ponds or lakes

- D) the Company's liability arising for Damage to patios terraces paths drives car parks roads pavements hardstandings and similar surfaces as defined within Buildings shall not exceed £1,000,000 in any one Period of Insurance

4 the cost of professional fees being

- A) architects' surveyors' consulting engineers' legal and other professional fees necessarily and reasonably incurred in the rebuilding or repair of the Buildings but excluding any costs incurred through general administrative duties or in connection with the preparation or administrative handling of a claim
- B) professional fees includes the fees of managing agents where
 - they are in respect of work of benefit to the Company
 - they have been agreed with the Company in advance

5 the cost of replanting trees shrubs plants and turf used in landscaping being the cost incurred 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

6 additional sprinkler costs being the costs incurred in upgrading an automatic sprinkler installation to the current LPC Rules solely as imposed upon the Insured by the Company following Damage to the Buildings provided that at the time of Damage the installation conformed to the 28th or 29th Edition Rules or to the LPC Rules current at the time of installation but did not conform to subsequent amendments to those Rules

7 extinguishment and alarm resetting expenses being the reasonable costs incurred by the Insured in refilling fire extinguishing appliances replacing used sprinkler heads and resetting fire or intruder alarms

8 the cost of additional electricity gas oil or water charges being those incurred by the Insured as a result of Damage except those in respect of any loss which has not been discovered and remedial action taken within 30 days of occurrence of the Damage provided that the Company's liability in respect of all losses arising out of any one occurrence and in the aggregate in any one Period of Insurance shall not exceed £25,000

9 the cost of any insurance Premiums or in respect of inherent defects policies technical agents fees being those necessarily and reasonably incurred by the Insured with the consent of the Company in arranging contract works policies with the Company or in continuing any pre-existing inherent defects policies

except that in the event of underinsurance the amount payable shall be adjusted in accordance with the Underinsurance Clause

Clauses Applicable to Items on Buildings

1 Buildings awaiting Demolition

If at the time of the Damage any Buildings are awaiting demolition the liability of the Company shall be limited to the additional cost of removing debris as detailed in Buildings - The Basis of Settlement of Claims paragraph C) which are incurred by the Insured solely as a result of such Damage

2 Buildings awaiting Refurbishment Redevelopment or Renovation

If at the time of the Damage any Buildings are awaiting refurbishment redevelopment or renovation the Company shall not be liable for any costs which would have been incurred by the Insured in the absence of such Damage

3 Company's Option to Rebuild

The Company may at its option rebuild or restore the Buildings destroyed or portions damaged without being bound to rebuild or restore the Buildings in exactly the same form as immediately prior to the Damage where circumstances do not reasonably permit. The Insured shall at their own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require

4 Contract Works

The insurance by each item on Buildings extends to include Contract Works to the extent to which the Insured has contracted to arrange cover provided the Company's liability shall not exceed £100,000 in respect of all losses arising out of any one occurrence. This insurance shall only apply in so far as the Contract Works are not otherwise insured and excludes the Insured's Contribution being £250

5 Contractors Interest Clause

Where the Insured is required to effect insurance on the Buildings in the joint names of themselves and the contractor under the terms of a contract condition then the interest of the contractor in the Buildings as a joint Insured is noted subject to details of any single contract where the original contract price exceeds £250,000 having been advised to the Company prior to work commencing and an additional Premium being paid as appropriate

6 Delays in Rebuilding

The Company shall not be liable for increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with Stipulations unless such delays are wholly outside the control of the Insured

7 Further Investigation Expenses

Where a Building has suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Building which is not immediately apparent the Company will pay the reasonable costs incurred by the Insured with the Company's prior consent in establishing whether or not such Damage has occurred

The Company will also pay the reasonable costs incurred by the Insured in establishing whether or not other Buildings in the vicinity have suffered Damage in the same incident but only if such Buildings are subsequently found to have suffered such Damage for which the Company is liable

8 Glass Cover Extension

The cover granted under this insurance in respect of Damage to fixed glass includes the reasonable cost of

- A) any necessary boarding up or temporary glazing pending replacement of broken glass

- B) removing and refixing window fittings and other obstacles to replacement

9 Obsolete Building Materials

This Policy extends to include the reasonable additional costs incurred in replacement of damaged materials which given consideration to the scientific and technical knowledge at the time of installation construction or fitting were reasonably deemed to be fit for the purpose intended but require replacement with more suitable modern materials after the Damage

The Buildings shall not be regarded as being better or more extensive than when new provided that the Company's liability shall not exceed 5% of the Declared Value of such Buildings in respect of such additional costs

10 Partial Damage

Where Damage occurs to only part of the Buildings the Company's liability shall not exceed for all costs in total the amount which the Company would have been liable to pay to rebuild the Buildings had they been wholly destroyed

11 Rebuilding on Another Site

The Buildings may be wholly or partially rebuilt on another site and in any manner suitable to the requirements of the Insured provided that it does not increase the Company's liability

12 Reinstatement to Match

This Section of the Policy extends to include the cost of replacement repair or modification of undamaged parts of Buildings that form part of a suite common design or function where the Damage is restricted to a clearly identifiable area or to a specific part

The Company's liability under this clause shall not exceed the amount that would have been payable for replacement repair or modification of the whole property forming a suite common design or function if such property had been wholly destroyed

13 Replacement of Locks

Any cover granted under this Section of the Policy in respect of theft includes the reasonable expenses necessarily incurred in replacing locks which provide entry to the Premises or safes or strongrooms therein consequent upon theft of keys or reasonable evidence that keys have been duplicated by an unauthorised person provided that the Company's liability in respect of any one claim shall not exceed £1,000

14 Trace and Access

In the event of Damage resulting from escape of water or oil (if insured hereby) the Company will pay

- A) the costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good
- B) the cost of repairing or replacing tanks apparatus pipes or appliances which have been damaged by freezing

Provided that the Company's liability in respect of any one claim shall not exceed £25,000

15 Unauthorised Use of Electricity Gas or Water

The Company will pay the cost of electricity gas or water for which the Insured are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the Premises without the Insured's authority provided that the Company's liability in respect of any one claim shall not exceed £25,000

It is a requirement of this clause that such Premises have been inspected weekly by a responsible person on behalf of the Insured and that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered

16 Underinsurance

If the Declared Value on Buildings is less than the Day One Rebuilding Value the Company's liability for any loss shall be limited to that proportion of the amount otherwise payable which the Declared Value bears to the Day One Rebuilding Value

If the loss is settled under the Alternative Basis of Settlement the Declared Value shall be 115% of the base value shown or if no base value is shown it shall be deemed to be the Sum Insured

17 Value Added Tax

The insurance by each item on Buildings extends to include Value Added Tax paid by the Insured which is not subsequently recoverable

Provided that

- A)
 - i) the Insured's liability for such tax arises solely as a result of the reinstatement or repair of the Buildings to which such item relates following Damage
 - ii) the Company has paid or agreed to pay for such Damage
 - iii) if the payment made by the Company in respect of reinstatement or repair of such damage is less than the actual cost of reinstatement or repair any payment under this clause resulting from the Damage shall be reduced in like proportion
- B) the Insured's liability for such tax does not arise from the replacement Buildings having greater floor area than or being better or more extensive than the destroyed or damaged Buildings
- C) where the Rebuilding on Another Site option has been exercised the Company's liability under this clause shall not exceed the amount of tax that would have been payable had the Buildings been rebuilt on its original site
- E) the Company's liability under this clause shall not include amounts payable by the Insured as penalties or interest for non-payment or late payment of tax

- F) terms to the contrary elsewhere in this Policy are over-ridden as follows in respect of those items to which this clause applies
 - i) for the purpose of the Underinsurance Clause rebuilding costs shall be exclusive of Value Added Tax
 - ii) the liability of the Company may exceed the Sum Insured by an individual item on Buildings or in the whole the total Sum Insured where such excess is solely in respect of Value Added Tax

The Insured shall include their Value Added Tax liability within the Building Declared Value where it is known not to be recoverable

Rent - The Basis of Settlement of Claims

The Basis of Settlement of Claims

The Company will pay in respect of Buildings which have suffered Damage

- A) **the loss of Rent** being the actual amount of the reduction in the Rent receivable by the Insured during the Indemnity Period solely in consequence of the Damage
- B) **the cost of reletting** being the costs necessarily and reasonably incurred from the date of the Damage until the expiry of the Indemnity Period in reletting the Buildings (including legal fees in connection with the reletting) solely in consequence of the Damage
- C) **the additional expenditure** being the expenditure (other than that recoverable under B) above) necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss of Rent during the Indemnity Period but not exceeding
- the amount of the reduction avoided by such expenditure
- plus
- 5% of the Sum Insured by the item (but not more than £250,000)

except that in the event of underinsurance the amount payable shall be adjusted in accordance with the Underinsurance Clause

Clauses Applicable to Items on Rent

Where the cover provided by this section of this Policy is hereby extended under more than one of the extensions, only one limit of indemnity, being the largest applicable, will be available to the Insured in respect of the loss

1 Alternative Accommodation - Reduction of Loss

If in consequence of the Damage the Insured shall use other premises to provide accommodation to tenants the Rent received from those premises during the Indemnity Period shall be taken into account in assessing the loss of Rent

2 Buildings Awaiting Sale

If at the time of the Damage the Insured shall have contracted to sell their interest in the Premises or shall have accepted an offer in writing to purchase their interest in the Premises subject to contract and the sale is cancelled or delayed solely in consequence of the Damage then provided that the Insured shall make all reasonable efforts to complete the sale of the Premises as soon as practicable after the Damage the Insured may opt for the amount payable by the Company to be as follows

- A) during the period prior to the date upon which but for the Damage the Premises would have been sold
- the loss of Rent** being
- the actual amount of the reduction in the Rent receivable by the Insured solely in consequence of the Damage
- 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
- ii) the investment interest lost to the Insured on any balance of the sale proceeds after deduction of any capital borrowed as provided under 1)

less any amount receivable in respect of Rent

C) **the additional expenditure** being

- i) the expenditure necessarily and reasonably incurred 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 plus
 - 5% of the Sum Insured by the item

or

 - £250,000

whichever is the less
- ii) the additional legal fees and other expenditure reasonably and necessarily incurred solely as a result of the cancellation or delay in consequence of the Damage but not exceeding either the amount of the expenditure incurred immediately prior to the Damage or £50,000 whichever is the less

except

- a) the amount payable shall be adjusted to provide for any benefit derived by the Insured from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by the Insured
- b) in the event of underinsurance the amount payable shall be adjusted in accordance with the Underinsurance Clause

3 Loss of Investment Income on Late Payment of Rent

If as a result of Damage the Company is paying indemnity in respect of loss of Rent and the payment by the Company to the Insured is made later than the date upon which the Insured would normally have expected to receive the Rent from a lessee the Company will pay a further sum representing the investment interest lost to the Insured during the delay period

4 Managing Agents Premises

The insurance by each item on Rent is extended to include loss as insured resulting solely from Damage by any cause or cover insured to buildings or other property at any location in the United Kingdom owned or occupied by the Insured's managing agents for the purposes of their business in consequence of which the Rent receivable by the Insured is reduced

Provided that the Company's liability any one loss under this clause shall not exceed 10% of the Sum(s) Insured by the relevant item(s) or £250,000 whichever is the less

5 Material Damage Proviso - Applicable separately to each Item

This insurance shall not apply in respect of any item on Rent unless at the time of the Damage there shall be in force an insurance covering the interest of the Insured in the Buildings where the Damage has occurred and

- A) payment shall have been made or liability admitted under such insurance

or

- B) payment would have been made or liability would have been admitted thereunder but for the operation of a proviso excluding liability for losses below a specified amount

except that this clause shall not apply in respect of any item on Rent where another party (not being the Insured) is responsible for insuring the Buildings by virtue of lease or other contractual arrangements

6 Payments on Account

Payments on account will be made to the Insured in respect of claims for loss of Rent on the date upon which but for the Damage the Rent would have been due from the lessee

7 Prevention of Access

The cover provided by all items of Rent in this section of this Policy is extended to include the prevention of access to the Insured's Premises or part thereof solely and directly as a result of Damage to property within 1000 meters of the Insured's Premises but excluding Damage to property of any supply undertaking which supplies electricity gas water or telecommunications services to the Insured's Premises

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed 12 Months and will apply from the date on which the Damage to property which caused the prevention of access first occurred

The maximum amount payable during one Period of Insurance under this extension for any one Premises and in the aggregate is £ 250,000

The Company will not, under any other section, Policy extension, coverage or provision of this Policy, be subject to any liability:

- (a) which would not have arisen if this extension did not apply;

or

- (b) greater than that for which it would have been liable if this extension did not apply.

8 Professional Accountants and Legal Fees Clause

If any of the Buildings suffer Damage the Company will pay the reasonable charges payable by the Insured and incurred with the consent of the Company to

- A) their professional accountants for producing such information as may be required by the Company under the terms of paragraph B) of the Action by the Insured Claims Condition and for reporting that such information is in accordance with the Insured's accounts

- B) their lawyers for determining their contractual rights under any Rent Cessor clause or insurance break clause contained in the lease but not for any other purposes in the preparation of any claim

9 Rent Free Period

If at the date of the Damage any Premises insured by this Policy are subject to a rent free period concession under the terms of the lease then the Indemnity Period stated in the Schedule shall be adjusted by adding the unexpired portion of the rent free period to the number of years shown in the Schedule provided that the Company's liability shall in no case exceed 200% of the Sum Insured specified against the relative item or any Limit of Liability stated in the Policy whichever is the lower

10 Rent of Residential Buildings

In the event that Buildings occupied totally or partially for residential purposes suffer Damage and no Sum Insured on Rent for the residential portions has been allocated then for the period the Buildings are uninhabitable the Company will pay in respect of such Buildings

- A) the loss of residential Rent being the actual amount of the reduction in the Rent receivable by the Insured during the Indemnity Period solely in consequence of the Damage
- B) expenditure incurred to comply with the requirements of the lease in the provision of comparable residential accommodation for the benefit of any lessee

Provided that for the purposes of this clause

- i) Indemnity Period shall mean the period beginning when the Damage occurs and ending when the Buildings are fit for occupation but not exceeding a maximum period of three years from the date of the Damage
- ii) the Company's liability any one loss shall not exceed 20% of the Sum Insured applicable to the Buildings (or residential portion of the Buildings) in respect of residential Rent and the provision of comparable residential accommodation

The insurance provided by this clause is subject otherwise to the terms of all Clauses Applicable to Items on Rent in so far as they are capable of being applied

11 Savings

If any charge or expense payable out of Rent shall cease or reduce during the Indemnity Period in consequence of the Damage the sum saved shall be deducted from the amount otherwise payable under this insurance before the application of the Underinsurance clause

12 Underinsurance

If the Sum Insured on Rent is less than the Day One Rental Value the Company's liability for any loss shall be limited to that proportion of the amount otherwise payable which the Sum Insured bears to the Day One Rental Value

For the purposes of calculating the Day One Rental Value annual service charges not exceeding £100,000 in respect of any one Premises may be ignored

General Clauses Applicable to Property Damage Insurance

1 Alterations and Additions to the Premises

In the event that alterations or additions to any Premises insured hereby are effected during the Period of Insurance and are not more specifically insured the following increases in cover shall apply from practical completion of the work until the renewal date immediately following such completion

Item on Buildings

the Declared Value and Sum Insured shall each be increased by a percentage representing the value of the alterations or additions but not exceeding either 10% or £2,000,000 whichever is the less

Item on Rent

if the Rent receivable is to increase following completion of the alterations or additions the Sum Insured shall be increased by the anticipated amount of the additional Rent for the Indemnity Period insured but not exceeding either 10% or £500,000 whichever is the less

2 Automatic Cover - Newly Acquired/Constructed/Refurbished Properties

This insurance is extended to include cover for premises

- A) newly acquired by the Insured
- B) newly constructed or refurbished

in the United Kingdom to the extent that the Insured's interest is not protected by any other more specific insurance

Provided that

- i) as soon as reasonably practicable the Insured shall notify the Company in writing of each premises acquired/constructed/refurbished and arrange specific cover with the Company
- ii) this cover shall operate for a maximum period of 30 days from the date the Insured acquired their interest in the premises
- iii) this insurance shall not apply in respect of any cause or cover otherwise excluded from this Section of the Policy
- iv) the Company's liability any one claim for Buildings and Rent shall not exceed £1,000,000 any one premises
- v) in respect of any premises undergoing or awaiting refurbishment redevelopment renovation or demolition the Alternative Basis of Settlement shall apply in respect of Buildings

3 Automatic Reinstatement of Sum Insured

If any of the Property Insured described in the Schedule suffers Damage at the Premises insured, losses resulting therefrom by any of the Covers other than by Theft the sum insured in respect of the Property Insured shall be reduced in whole or in part by the amount of any such Damage

In the absence of written notice by the Insured or the Company to the contrary following the occurrence of any Damage, the Company's liability shall not be reduced by the amount of any loss

Provided that

- A) the Insured shall pay the appropriate additional Premium for such automatic reinstatement of cover if required by the Company
- B) the Company will not be liable in respect of any one Event for more than the Policy Limit sum insured or other limit of liability applicable to the Property Damage Insurance cover
- C) any limit of liability described as applying in the aggregate during the Period of Insurance shall not be reinstated
- D) the Insured shall take immediate steps to effect the additions to or variations in the protections of the Property Insured as the Company may require

4 Contracting Purchaser's Interest

If at the time of any insured Damage the Insured shall have contracted to sell their interest in any Premises insured and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this Policy on Buildings and Rent in respect of such Damage to the extent that such Buildings are not otherwise insured by the purchaser or on their behalf without prejudice to the rights and liabilities of the Insured or the Company until completion

In respect of insurance on Rent where Damage has occurred prior to exchange of contracts and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of the Rent insurance to the same extent as the Insured would have if the Premises had not been sold

5 General Interests

The interests of freeholders lessees underlessees tenants residents assignees and/or mortgagees of Buildings insured by this Section of the Policy are noted in the insurance provided subject to their names being disclosed to the Company by the Insured in the event of any claim arising

6 Non-Invalidation

This insurance shall not be prejudiced

- A) by repairs structural and other alterations all of a minor nature and general maintenance work being undertaken at the Premises
- B) by any increase in risk of Damage resulting from an alteration act or omission which occurs without the authority or knowledge of the freeholder mortgagee or lessor

but this shall only protect the interest of the Insured freeholder mortgagee tenant resident assignee or lessor if the Company be notified immediately on the party becoming aware of the increase in risk and the payment of any reasonable additional Premium

7 Temporary Removal

This insurance extends to include any landlord's fixtures and fittings or other property within the definition of Buildings whilst temporarily at other premises for cleaning renovation or repair or other similar purposes and whilst in transit between the Buildings and such temporary locations by road rail or inland waterway but only to the extent that the property is not otherwise insured

Property Damage Insurance Definitions

1 Property Insured

Buildings, Rent, other property or interests all as defined below at the Premises as described in the Schedule and all being the property of the Insured or for which they are responsible

2 Buildings

- buildings (including foundations)
- landlord's fixtures and fittings (including fixed glass and fitted carpets) and tenants' improvements for which the landlord is responsible in on or around the Buildings
- furnishings and other contents of common parts of the Buildings including seasonal items introduced to shopping centres
- gangways pedestrian malls and pedestrian access bridges
- walls gates fences and Services
- car parks roads pavements and similar surfaces all constructed of solid materials
- landscaping excluding external ponds and lakes

all being the property of the Insured or for which they are responsible and situate at the Premises

For the purpose of determining whether any property falls within the definition of Buildings the Company agrees to accept the designation under which such property has been entered in the Insured's books or which has been used by the Insured in computing the Sums Insured hereunder or for which the Insured is responsible under the terms of the lease

3 Contract Works

Temporary or permanent works executed or in the course of execution at the Premises by or on behalf of the Insured for the purposes of alterations or improvements to the Premises including unfixed site materials for use in connection therewith

4 Day One Rebuilding Value

The total of costs A), B), C), D) and E) within the Buildings Basis of Settlement of Claims (at the level of costs applying at the commencement of the Period of Insurance) in rebuilding the Buildings

- to a condition substantially the same as their condition when new
- or if in the Schedule it is stated that the Alternative Basis of Settlement applies
- after an appropriate deduction for wear and tear

5 Day One Rental Value

the actual annual Rent at the commencement of the Period of Insurance

or if the Buildings are untenanted at that date –

the actual annual Rent at which the Buildings were subsequently let (or the estimated annual Rent at which they are expected to be let)

or if the Buildings are subject to a rent free period concession at that date –

the actual annual Rent that applies from the date immediately after the rent free period ceases

in each case the amount to be proportionately increased where the Indemnity Period exceeds one year

6 Declared Value

The base value shown in brackets below the Sum Insured excluding any provision for inflation

7 Empty Disused or Unoccupied

Any Building that is unfurnished untenanted or no longer in active use

8 Indemnity Period

The period from the date of the Damage for which the Company shall be liable to pay any loss but not exceeding the number of years shown in the Schedule

9 Long Term Unoccupied

Any Building that

- A) has been unfurnished or untenanted for any continuous period exceeding 26 weeks
- or
- B) is no longer in active use and is awaiting refurbishment redevelopment renovation or demolition

10 Rent

Rent including service charges

11 Services

Telephone gas electricity water mains drains and sewers electrical instruments meters piping cabling and the accessories thereto providing services to or from the Buildings and for which the Insured are responsible

12 Stipulations

Building Regulations or public authority or other statutory requirements

Exclusions

Applicable to Property Damage Insurance

This Policy does not cover

1 Cyber and Data

any:

- A) Cyber Loss or;
- B) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent Damage to Property Insured and any loss of Rent, cost of reletting or additional expenditure caused by such Damage to Property Insured where such Damage is caused by any of the following Defined Perils which directly results from a Cyber Incident or a Cyber Act.

Defined Perils shall mean the following Covers unless otherwise excluded by this Policy:

Fire, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious vandalism (but only where involving physical force or violence), Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft

2 Sprinkler Protections

Damage by Fire at any Premises where sprinkler protection is a requirement of cover and is shown in the Schedule if:

- A) the Insured has knowingly and wilfully failed to maintain the system,
- or
- B) all of the following apply:
 - i) the maintenance and efficacy of the system are the Insured's responsibility
 - ii) the failure of the sprinkler protection is a major contributor to Damage
 - iii) the Company has not been informed of the absence of sprinkler protection

3 Terrorism

Damage or loss occasioned by or happening through or in consequence directly or indirectly of:

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

and

- B) in Northern Ireland civil commotion

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism

In Great Britain and Northern Ireland Terrorism means:

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM government in the United Kingdom or any other government de jure or de facto

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means:

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

- i) influence any government or any international governmental organisation or
- ii) put the public or any section of the public in fear

In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured

Terrorism Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

Notwithstanding any provisions to the contrary within this Policy, the insurance in respect of all items, Clauses or Extensions, insured by the insurances shown in the Terrorism Insurance section of the Schedule, are extended to include Terrorism Insurance as specified in the Heads of Cover below.

Terrorism Insurance Heads of Cover:

- A Damage;
- B Non-Damage; and
- C loss resulting from Damage to Property,

to the extent and insofar that they are insured by this Policy in the Territories stated below, the proximate cause of which is an Act of Terrorism, where any Act of Terrorism within Great Britain must be certified as such by HM Treasury or a tribunal as may be agreed by HM Treasury, provided always that Terrorism Insurance is:

- 1) subject to Exclusions 1–3 below; and
 - 2) not subject to any other exclusions stated in this Policy,
- provided also that the Company's liability in any one Period of Insurance shall not exceed:
- i) in the whole the total Sum Insured; and
 - ii) in respect of any item its Sum Insured, or any other stated Limit of Liability specified in the Schedule or elsewhere in the Policy,

whichever is the lower subject always to the limit(s) applying to Terrorism Insurance shown against the Territories stated below after the application of all the provisions of the insurance including any Insured's Contribution or Excess.

Territory	Limit of Liability
A) Great Britain	As otherwise specified in this Policy
B) Elsewhere in the world	Not insured

Conditions

- 1 In any action, suit or other proceedings where the Company alleges that any Damage, Non-Damage or loss resulting from Damage to Property is not covered by this Terrorism Insurance the burden of proving that such Damage, Non-Damage or loss is covered shall be upon the Insured.
- 2 Any terms in this Policy which provide for adjustments of Premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance.
- 3 If this Policy is subject to any Long-Term Agreement / Undertaking, it does not apply to Terrorism Insurance.

All the terms, definitions, provisions, conditions, and extensions of this Policy apply except in so far as they are expressly varied by the Terrorism Insurance section.

Exclusions

Terrorism Insurance does not cover:

- 1 Riot civil commotion War and Allied Risks**
Any loss or Damage whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 2 Electronic Risks**
Any loss or Damage whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
 - A) Damage or Non Damage to or the destruction of any Computer System; or
 - B) any alteration, modification, distortion, erasure or corruption of Data; and

in each case whether the property of the Insured or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.
- 3 Nuclear Risks and Chemical, Biological and Radiological Contamination**
Any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
 - C) chemical and/or biological and/or radiological irritants, contaminants, or pollutants,

in respect of property situated outside of Great Britain.

Special Provision

1 Cyber Terrorism

This Special Provision applies only to:

A) Terrorism Insurance Heads of Cover A and C;

and

B) Property situated within Great Britain except it is not a requirement of cover for the person(s) initiating the act of terrorism to be sited in England, Wales, or Scotland;

and does not apply to:

i) Terrorism Insurance Head of Cover B; or

ii) Property situated outside of Great Britain; or

iii) Residential Property insured in the name of a Private Individual.

Electronic Risks Exclusion 2A) and 2B) above shall not apply to any Covered Loss provided that such Covered Loss:

1) results directly (or, solely as regards 2)c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System;

and

2) comprises;

a) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by the Insured; or

b) the amount of business interruption loss suffered directly by the Insured by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either;

i) damage to or destruction of Property insured by the Insured; or

ii) as a direct result of denial, prevention or hindrance of access to or use of the Property insured by the Insured by reason of an Act of Terrorism causing damage to other property within one mile of the Property insured by the Insured to which access is affected; or

c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish such loss,

and

3) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of Property for the purposes of this Special Provision shall additionally exclude:

A. any money (including Money as defined within this Policy), currency, electronic cryptographic or virtual currency including bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument or any sort whatever; and

B. any Data.

Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of 2) within this Special Provision, indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in 1) within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property from being recoverable under this Special Provision.

In no other circumstances than the previous paragraph, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Terrorism Insurance.

Definitions

Where the following defined words appear elsewhere in this Policy, they are replaced only in respect of this Terrorism Section by the definitions below. All other definitions remain unchanged.

Act of Terrorism

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

Computer Systems

means a computer or other equipment or component or system or item which processes, stores, transmits, or receives Data.

Covered Loss

means all losses arising under Terrorism Insurance Heads of Cover A and/or C of this Terrorism Insurance section that occurs in the Territory, the proximate cause of which is an Act of Terrorism.

Damage

means physical loss, destruction or damage.

Data

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

Denial of Service Attack

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems.

The definition of Denial of Service Attack includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Great Britain

means England, Wales and Scotland (including the Channel Tunnel up to the frontier with the Republic of France as defined by the Treaty of Canterbury 1986) but not the territorial seas adjacent to (as defined by the Territorial Sea Act 1987).

Hacking

means unauthorised access or legitimate access resulting in unauthorised acts to any Computer System by whatever means, whether the property of the Insured or not.

Non Damage

means all losses arising as a result of interruption or interference with the Business of the Insured in consequence of:

- A) access to, exit from or use of any premises located within the Territory owned or occupied by the Insured being impaired or prevented due to the actions of the police, competent authority or any other statutory authority, the proximate cause of which is an Act of Terrorism; and/or
- B) an Act of Terrorism in the vicinity of, but in no event further than one mile from, any premises within the Territory owned or occupied by the Insured which results in the business carried on at such premises having a diminished attraction to customers and solely in consequence thereof, an identifiable reduction in the business of the Insured, but in no event shall the maximum period of indemnity for such interruption or interference with the business exceed three months.

Nuclear Installation

means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

- A) the production or use of atomic energy; or
- B) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- C) the storage, processing, or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

means any plant (including any machinery, equipment, or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Phishing

means any access or attempted access to Data or a Computer System made by means of misrepresentation or deception whether effected by or to a human, a Computer System, an AI system or by whatever means.

Private Individual

means any:

- A) individual; or
- B) beneficiaries of or trustees of a trust where insurance is arranged under the terms of a trust; or
- C) beneficiaries or executors of a will; or
- D) sole traders,

where Residential Property is occupied by the individual, a beneficiary or trustee of a trust, or a beneficiary or executor of a will, or sole trader as their private residence(s), unless more than 20% commercially occupied (either by floor area or on the basis of the number of days that the Property is open to public).

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the title of the Insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured.

Property

means Property Insured (as defined within this Policy), but excluding:

- A) any land or building which is occupied as a private residence or any part thereof which is so occupied unless:
 - i) insured under the same contract of insurance as the remainder of the building which is not a private residence and is more than 20% commercially occupied (either by area or on the basis of the number of days that the Property is open to public); or
 - ii) not insured in the name of a Private Individual; or
- B) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

Residential Property

means houses and blocks of flats and other dwellings (including household contents and personal effects of every description).

Virus or Similar Mechanism

means any program code, programming instruction or any set of instructions constructed with the purpose and ability, or generated or operated by an AI system, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.

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

Legal Liabilities Insurance

Section 1 - Employers' Liability

This Section applies only where shown as operative in the Schedule

The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
 - A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
 - or
 - B) while temporarily outside these territories

arising out of and in the course of employment by the Insured in the Business
- 2 in respect of
 - A) claimants costs and expenses which the Insured is legally liable to pay in connection with any claim
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - C)
 - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Insured's director or partner or Employee of the Insured for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success

where the Company has an interest in the outcome of the proceedings
 - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy

incurred with the Company's prior written approval

General Provisions

Provided that in respect of any one Event

- 1 the total amount payable under this Section (including all Extensions Additional Clauses and Memoranda) shall not exceed
 - A) £5,000,000 where the Event arises directly or indirectly out of Terrorism
 - B) the Limit of Indemnity in respect of all other Events
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled
- 3 the total amount payable by the Company in respect of all damages costs and expenses arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under the Policy on or attributable to that one source or original cause shall not exceed the Limit of indemnity stated in the Schedule

The Company will then relinquish control of such claims and be under no further liability in respect thereof

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Insured

Extensions to Section 1

(each of which is subject otherwise to the terms of this Policy)

1 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during the Period of Insurance and arising out of and in the course of employment by the Insured in the Business
- B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in the territories specified in B) above and

- C) remaining unsatisfied in whole or in part six months after the date of such judgement

at the request of the Insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- i) there is no appeal outstanding
- ii) if any payment is made under the terms of this clause the Employee or the personal representatives of the Employee shall assign the judgement to the Company

2 Compensation for Court Attendance

In the event of any of the following persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- A) any director or partner of the Insured £750
- B) any Employee £500

3 Automatic Acquisitions

The indemnity provided by this Policy shall apply in respect of any new or acquired company within Great Britain Northern Ireland the Isle of Man or the Channel Islands from the date of creation or acquisition

Provided that

- A) the activity of such company falls within the Business
- B) the new creation or acquisition does not have an annual turnover in excess of 10% of the Insured's annual turnover as declared to the Company at the beginning of the Period of Insurance or £10,000,000 whichever is the lesser
- C) the Insured shall submit full claims and underwriting information to the Company within 60 days after such new creation or acquisition

The Company shall have the right to make any additional charges or changes in terms in respect of such new creation or acquisition

Exclusions to Section 1

The indemnity will not apply to legal liability

1 Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is

- i) that of any principal
- ii) accepted under agreement and would not have attached in the absence of such agreement

2 Road Traffic Legislation

in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation

3 Fines or Penalties

for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction

Section 2 - Property Owners' Public Liability

This Section applies only where shown as operative in the Schedule

The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 up to the Limit of Indemnity against legal liability for damages in respect of
 - A) accidental Injury of any person
 - B) accidental loss of or damage to Property
 - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
 - D) wrongful arrest or false imprisonment

happening during any Period of Insurance in connection with the Business
- 2 in respect of
 - A) claimants costs and expenses which the Insured is legally liable to pay in connection with any claim under 1 above
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - C)
 - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Insured's director or partner or Employee of the Insured for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success where the Company has an interest in the outcome of the proceedings
 - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy

incurred with the Company's prior written approval

General Provisions

Provided that in respect of

- A) any one Event
- B) all Sudden Pollution or Contamination Incidents considered by the Company to have occurred during the Period of Insurance

the following shall apply

- i) the total amount payable by this Section in respect of 1 above and all clauses shall not exceed the Limit of Indemnity
- ii) the Insured's Contribution (if applicable) will be payable before the Company shall be liable to make any payment
- iii) the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment
- iv) where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
- v) the total amount payable by the Company in respect of all damages arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Insured both as defined herein

Extensions to Section 2

(each of which is subject otherwise to the terms of this Policy)

1 Advertising Injury

The Company will indemnify the Insured in respect of legal liability for Advertising Injury committed during the Period of Insurance

This Extension shall not apply in respect of

- A) liability arising from or caused by a deliberate or intentional act or omission of any Person Entitled to Indemnity by this Extension if the result thereof could reasonably have been expected by any person having regard to the nature and circumstances of such act or omission
- B) claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
- C) Advertising Injury where indemnity is provided by any other insurance

- D) Advertising Injury committed by an Insured whose Business is any of the following
 - i) advertising broadcasting publishing or telecasting
 - ii) designing or determining the content of web-sites for others
 - iii) providing an internet search access content or service provider
- E) Advertising Injury arising out of electronic bulletin boards or chatrooms that the Insured hosts owns or exercises control over

2 Automatic Acquisitions

The indemnity provided by this Policy shall apply in respect of any new or acquired company within Great Britain Northern Ireland the Isle of Man or the Channel Islands from the date of creation or acquisition

Provided that

- A) the activity of such company falls within the Business
- B) the new creation or acquisition does not have an annual turnover in excess of 10% of the Insured's annual turnover as declared to the Company at the beginning of the Period of Insurance or £10,000,000 whichever is the lesser
- C) the Insured shall submit full claims and underwriting information to the Company within 60 days after such new creation or acquisition

The Company shall have the right to make any additional charges or changes in terms in respect of such new creation or acquisition

3 Clean Up Costs

The Company will provide indemnity to the Insured in respect of

- A) Clean Up Costs arising solely under a statutory provision that operates in any part of Great Britain Northern Ireland the Channel Islands or the Isle of Man
- B)
 - i) costs and expenses in relation to any matter which may form the subject of indemnity under this Extension incurred with the Company's prior written approval
 - ii) costs and expenses incurred with the Company's prior written approval in any appeal against any statutory notice served or to be served upon the Insured by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success

The indemnity provided by this Extension shall not exceed the Limit of Liability and will not apply to costs (including Clean Up Costs)

- C) incurred in achieving any improvement betterment or alteration in any Property

- D) for remedial action carried out or in relation to Property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured
- E) incurred in relation to the reinstatement reintroduction or provision of any living organism or natural habitat
- F) arising out of a genetically modified organism
- G) comprising of the first 10 per cent of any one Sudden Pollution or Contamination Incident subject to a minimum contribution by the Insured of £2,500 and a maximum contribution of £25,000
- H) arising solely from the Insured's liability under legislation operating in any part of Great Britain Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009 or under any replacement legislation in respect of the foregoing

Provided that

- i) all costs covered under A) and B) above will form part of and not exceed the Limit of Indemnity shown in the Schedule for all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere
- ii) the total amount payable under this Extension shall not exceed £250,000

4 Compensation for Court Attendance

In the event of any of the following persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- A) any director or partner of the Insured £750
- B) any Employee £500

5 Contingent Motor Liability

Notwithstanding the Exclusion 1A) the Company will provide indemnity to the Insured against legal liability for Injury or loss of or damage to Property arising out of the use in the course of the Business by any Employee of any Vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such Vehicle or to Property within the Vehicle
- B) in respect of which the Insured is entitled to indemnity under any other insurance
- C) arising out of use of any Vehicle whilst Airside

The Exclusion 7 shall not apply to this Extension

6 Cross Liabilities

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity stated in the Schedule

7 Data Protection Act

The Company will provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages for damage or distress as described in United Kingdom Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing

The Company will also pay claimant's costs and expenses which the Insured is legally liable to pay in connection with any claim incurred with the Company's prior written approval

Provided that the Insured has paid the appropriate fee under the Data Protection (Charges and Information) Regulations 2018 (or the equivalent regulations in the Isle of Man or Channel Islands) or is exempt from doing so

This extension shall not apply in respect of

- A) the payment of fines or penalties
- B) the costs of notifying any person regarding loss of Data
- C) the costs of replacing reinstating rectifying erasing blocking or destroying Data
- D) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- E) claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
- F) legal liability where indemnity is provided by any other insurance or elsewhere in this Policy

Provided that the total payable under this Extension shall not exceed £1,000,000 in the aggregate in any Period of Insurance

8 Defective Premises Act

The Company will provide indemnity in respect of legal liability for Injury or loss of or damage to Property incurred by virtue of the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975

The indemnity will not apply to legal liability

- A) for the costs of remedying any defect or alleged defect in premises disposed of by the Insured
- B) for the costs of remedying the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- C) to the extent that indemnity is provided from any other source

9 Legionellosis

Notwithstanding the Pollution or Contamination Exclusion the Company will provide indemnity to the Insured in respect of legal liability for accidental Injury caused by Legionellosis arising out of the Business

Provided that

- A) all claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place
- B) all costs covered under this Extension will form part of and not exceed the Limit of Indemnity shown in the Schedule for all Sudden Pollution or Contamination Incidents considered by the Company to have occurred during the Period of Insurance

10 Legionellosis Run Off

The Company will provide indemnity in respect of Injury caused by Legionellosis arising out of the Business happening prior to the inception date of this Policy

Provided that the Company shall not be liable for claims

- A) where indemnity is provided by any other insurance
- B) known to the Insured or any other Person Entitled to Indemnity prior to inception of this insurance
- C) notified under any other policy which was in force prior to the inception of this insurance which might be reasonably expected to give rise to a claim

11 Overseas Personal Liability

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured or any family member accompanying them against legal liability incurred in a personal capacity while temporarily outside the Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance

12 Unauthorised Movement of Vehicles

The Company will indemnify the Insured in respect of legal liability for Injury or loss of or damage to Property arising from or in connection with any Vehicle not the property of nor provided by the Insured that is causing an obstruction and interfering with the Business and is moved by any Person Employed or Director of the Insured

The indemnity will not apply

- A) where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- B) in respect of Injury or loss of or damage to Property caused by any Vehicle being moved whilst Airside

Exclusions to Section 2

The indemnity will not apply to legal liability

1 Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of any Person Entitled to Indemnity of any

- A) Vehicle other than legal liability arising out of
 - i) the use of plant as a tool of trade on site
 - ii) the use of plant at the Premises
 - iii) the loading or unloading of any Vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

2 Professional Liability

arising from or in connection with

- A) advice
- B) design
- C) specification

provided for a fee by the Insured and not connected with the supply or intended supply of the Insured's products

3 Property in the Insured's Custody or Control

for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than

- A) Employees' directors' partners' or visitors' personal effects including Vehicles and their contents
- B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
- C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
 - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
 - ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

4 Contractual Liability

arising from or in connection with any product supplied by the Insured where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

5 Cyber

for mental injury arising from:

- A) loss destruction or corruption of Data
- B) appropriation transmission use access to storage or modification of Data
- C) the reduction in or loss of ability to use access process transmit modify or store Data
- D) misinterpretation or misuse of Data

6 Pollution or Contamination

caused by or arising out of pollution or contamination unless caused by a Sudden Pollution or Contamination Incident

7 Employers' Liability

for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business

8 Product Defects and Recall

- A) for loss of or damage to any product supplied or contract work executed by the Insured caused by any defect therein or the harmful nature or unsuitability thereof for its intended purpose
- B) for the costs of recall removal repair alteration replacement or reinstatement of any product supplied or contract work executed by the Insured necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose

9 Fines or Penalties

For

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

10 Fear of Asbestos

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

11 Asbestos Removal Costs

for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

Section 3 - Legal Defence Costs

This Section applies only where shown as operative in the Schedule

The Insurance Provided

Where Injury of any person or loss of or damage to Property has not occurred or where the Company ceases to have an interest in the outcome of the proceedings under any other Section insured under this Policy the Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured

up to the Limit of Indemnity in respect of

- A legal costs and other expenses incurred with the Company's written consent
- B costs awarded against the Insured or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success relating to an offence alleged to have been committed during the Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in **Part A** and **B** below

Part A

In respect of a breach of

- 1 the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Insured
- 2 the Corporate Manslaughter and Corporate Homicide Act 2007

Part B

In respect of a breach of

- 1 the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured
- 2 Part II of the Consumer Protection Act 1987
- 3 the Corporate Manslaughter and Corporate Homicide Act 2007

General Provisions

Provided that in respect of **Part A** and **B**

- 1 the indemnity will not apply
 - A) to fines or penalties of any kind
 - B) to the costs of appeal against any improvement or prohibition notices

- C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) where indemnity is provided by any other insurance
- E) to proceedings consequent upon any deliberate act or omission by
 - i) the Insured
 - ii) any partner or director of the Insured
 - iii) any Employee with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section
- F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials

- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment

The Company will then relinquish control of such claims and be under no further liability in respect thereof

- 3 where the Company is liable to indemnify more than one person the total amount payable as indemnity shall not exceed the Limit of Liability

Special Provision

The Company shall pass notification to an independent third party service provider with whom the Company has an agreement which shall thereafter administer claims settlement on the Company's behalf

Section 4 – Financial Loss

This Section applies only where shown as operative in the Schedule

The insurance provided by Section 4 is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity included within the Limit of Indemnity stated in the Schedule

The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability (other than arising under contract) incurred in connection with the Business for damages in respect of financial loss arising out of any claim which is
 - A) first made in writing to the Insured (or any other Person Entitled to Indemnity under this Policy) during any Period of Insurance
 and
 - B) notified to the Company
 - i) during
 - or
 - ii) within thirty days after expiry of the same Period of Insurance
- 2 against legal liability for claimant's costs and expenses in connection with [1] above
- 3 in respect of
 - A) i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in financial loss which may be subject of indemnity under this Section
 - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success

where the Company has an interest in the outcome of the proceedings

 - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above incurred by the Company or with the Company's written consent

General Provisions

Provided that

- 1 the financial loss is sustained within Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 2 the total amount payable by this Section (including all clauses) shall not exceed the Limit of Indemnity stated in the schedule
- 3 the Insured's Contribution will be payable before the Company shall be liable to make any payment
- 4 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claim or claims can be settled

Properties - Property Owner's Insurance Specified Risks

The Company will then relinquish control and be under no further liability of such claim or claims

- 5 the total amount payable by the Company in respect of all damages costs and expenses arising out of all claims during the Period of Insurance irrespective of the number of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Insured

Extensions to Section 4

(each of which is subject otherwise to the terms of the Policy):

1 Cross Liabilities

If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

2 Compensation for Court Attendance

In the event of any of the following person attending court as a witness, at the request of the Company, in connection with a claim, in respect of which the Insured is entitled to indemnity under this Section of the Policy, the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- | | |
|---|------|
| A) any director or partner of the Insured | £750 |
| B) any Employee | £500 |

Exclusions to Section 4

The indemnity will not apply to legal liability

1 Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of any Person Entitled to Indemnity of any

- A) Vehicle other than legal liability arising out of
 - i) the use of plant as a tool of trade on site
 - ii) the use of plant at the Premises of the Insured
 - iii) the loading or unloading of any Vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft

2 Person Employed

for financial loss sustained by any Person Employed arising out of and in the course of employment by the Insured in the Business

3 Product Recall

for the costs of recall removal repair alteration replacement or reinstatement of any product supplied or contract work executed by the Insured necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose

4 Advice Design or Specification

arising from or in connection with

- A) advice
- B) design
- C) specification

5 Injury Damage Nuisance Trespass or Interference

in respect of

- A) Injury of any person
- B) loss of or damage to Property
- C) nuisance trespass or interference with any easement right of air light water or way
- D) wrongful arrest or false imprisonment

6 Fraud

arising out of any act of fraud or dishonesty by the Insured or partner or director of the Insured

7 Deliberate Act or Omission

arising out of any deliberate act or omission by the Insured or partner or director of the Insured

8 Fines or Penalties

for

- A) fines or penalties
- B) compensation ordered or awarded by a Court of Criminal Jurisdiction
 - i) the costs of appeal against any improvement or prohibition notices
 - ii) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

9 Defamation or Intellectual Property Rights

arising out of any defamation injurious falsehood passing off or infringement of any Intellectual Property Rights

10 Competition or Anti-Trust Laws

arising out of any breach or alleged breach of anti-trust laws

11 Storage or Processing of Computer Data

for financial loss arising from any reciprocal arrangement for the storage or processing of computer Data or use of computer facilities

12 Statutory Authorities

to any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties

13 Strikes or Labour Disturbances

arising out of or in connection with any delays strikes or labour disturbances

14 Retroactive Liability

arising out of any cause happening before the Retroactive Date

15 Electronic Risk and Data

arising from or out of

- A) the transmission or impact of any Virus
- B) any unauthorised access to a Computer System
- C) interruption of or interference with electronic means of communication used in the conduct of the Business including but not limited to any diminution in the performance of any website or electronic means of communication
- D) failure of a Computer System
- E) damage to Data including but not limited to
 - i) loss destruction or corruption of Data
 - ii) appropriation transmission use access to storage or modification of Data
 - iii) the reduction in or loss of ability to use access process transmit modify or store Data
 - iv) misinterpretation or misuse of Data

16 Asbestos

of whatsoever nature directly or indirectly caused or contributed to or occurring by

- A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- B) the release of Asbestos Dust
- C) the exposure of persons buildings or Property to Asbestos Asbestos Dust or Asbestos Containing Materials

17 Diminution in Value

for the diminution of the value of any Property

18 Employment-Related Practices

for financial loss of whatsoever nature directly or indirectly resulting from Employment Related Practices

19 Territorial Limits

for financial loss sustained outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

20 Contractual Liability

any liability assumed under any contract or agreement except to the extent that liability would have attached in the absence of such contract or agreement

Definitions

Legal Liabilities Definitions

1 Advertising Injury

Oral or written publication of material in any manner that slanders libels or defames a person's or organisation's products or services committed in the course of advertising the Insured's products or services

2 Airside

That part of any airport airfield or military installation provided for

- A) the take-off or landing of aircraft or the movement of aircraft on the ground
- B) aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars

3 Asbestos

Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

4 Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust

5 Asbestos Dust

Fibres Fibres or particles of Asbestos

6 Business

That which is specified in the Schedule and conducted solely from Premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

- A) the ownership repair and maintenance of the Insured's own Property
- B) the provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- C) fire and security services maintained solely for the protection of premises owned or occupied by the Insured
- D) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured
- E) the provision of car parks
- F) the provision of sponsorship of events and sponsorship of Individuals
- G) attendance at or participation in trade fairs shows and exhibitions by any Employee or Director in connection with their employment

but in respect of Section 1 shall not include any work undertaken Offshore

7 Clean Up Costs

The costs reasonably incurred by

- A) a government agency or regulatory body
- B) the Insured with the written consent of the Company where a government agency or regulatory body would have required remediation

in each case in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident in respect of which the Insured is legally responsible

8 Employee

Any individual under a contract of service or apprenticeship with the Insured

9 Employment Related Practices

Any error misstatement misleading statement act omission neglect or breach of duty actually or allegedly committed or attempted by the Insured in connection with any actual or alleged

- A) unlawful or unfair dismissal discharge or termination of employment
- B) breach of any written or oral employment contract or quasi-employment contract
- C) employment-related misrepresentation
- D) breach of the Equality Act 2010
- E) violation or non-compliance with legislation regulating working hours
- F) failure to employ or promote
- G) demotion
- H) discipline
- I) deprivation of a career opportunity
- J) failure to grant tenure
- K) failure to adopt adequate workplace or employment policies and procedures
- L) retaliatory treatment of whistle-blowers and others
- M) negligent evaluation
- N) employment-related invasion of privacy
- O) employment-related breach of data protection legislation
- P) employment-related libel slander humiliation and defamation
- Q) failure to furnish job references or accurate job references
- R) employment-related infliction of mental anguish or emotional distress

10 Event

One One occurrence or all occurrences of a series consequent on or attributable to one source or original cause

11 Injury**Sections 1 and 3 (Part A)**

Bodily injury death disease or illness

Sections 2 and 3 (Part B) and 4

Bodily injury mental injury death disease or illness

12 Insured's Contribution

The amount or amounts specified in the Schedule which the Insured agrees to pay in respect of damages costs and expenses

13 Intellectual Property Rights

Any patent trade mark copyright registered design technical or commercial information or other intellectual property

14 Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

15 Person Employed

Any of the following while under the direct control and supervision of the Insured and while working for the Insured in connection with the Business

- A) Employee
- B) labour master and persons supplied by them
- C) individuals employed by labour only sub-contractors
- D) self-employed person (not being in partnership with the Insured)
- E) individual hired to or borrowed by the Insured
- F) individual undertaking study or work experience while under the supervision of the Insured
- G) person working under the Community Offender Act 1978 or similar legislation
- H) prospective Employees being assessed by the Insured as to their suitability for employment
- I) voluntary worker helper or instructor

16 Person Entitled to Indemnity

- A) the Insured
- B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
- C) at the request of the Insured the Company will also indemnify the following within the terms and conditions of the Policy
 - i) any principal
 - ii) any director or partner of the Insured
 - iii) any Person Employed

against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

D) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided

E) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

17 Property

Material property but shall not include Data

18 Sudden Pollution or Contamination Incident

Pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in Great Britain Northern Ireland the Channel Islands or the Isle of Man during the Period of Insurance

Provided that all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place

19 Terrorism

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

20 Vehicle

Any mechanically propelled vehicle (including any machinery or apparatus which is attached thereto)

Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

At Intact Insurance Isle of Man Limited we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary

Step 1

If your complaint relates to your policy then please contact Intact Insurance Isle of Man Limited or your Broker.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Managing Director will then review the matter. Once our Managing Director has reviewed your complaint you will be sent a final decision in writing within 8 weeks of the date we received your complaint.

Our Managing Director's contact details are as follows:

Post: Intact Insurance Isle of Man Limited
PO Box 27
Jubilee Buildings
1 Victoria Street
Douglas
Isle of Man
IM99 1BF

Email: IntactIOM@intactinsurance.co.uk

If you are still not happy

If you are still unhappy after our Managing Director's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Isle of Man Financial Services Ombudsman.

The Isle of Man Financial Ombudsman Service is an independent body that arbitrates on complaints.

They can be contacted at:

Telephone: 01624 686500

Email: ombudsman@iomoft.gov.im

If you make a complaint, your right to take legal action against us is not affected.

Fair Processing Notice

 At Intact Insurance Isle of Man Limited we provide commercial insurance policies directly or in partnership with other organisations

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at:

<https://www.intactinsurance.co.im/privacy-notice/>

If you have any questions or comments about this Privacy Notice please contact:

Data Protection Officer
Intact Insurance Isle of Man Limited
PO Box 27
Jubilee Buildings
1 Victoria Street
Douglas
Isle of Man
IM99 1BF

You may also contact us at:

Email: IntactIOM@intactinsurance.co.uk

Telephone: 01624 645900

Employers' Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by HM Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database (the 'Database')

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers (the 'Claimants'):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies

The Database will be managed by the ELTO

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes

