



**Drayton**  
Insurance Services

# Your Drayton Insurance Services Property Owners Policy



# Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

## Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

**Contact details for claims and help**

**Complaints Procedure**

**Important Information**

**The Contract of Insurance**

**Policy Definitions**

**Sections which comprise your policy**

**Policy Conditions**

**Policy Exceptions**

# Introduction

## Contact details for claims and help

### Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

### Claims Service

**0800 015 1498**

A 24 hour, 365 days a year claims line providing you with emergency assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

### Legal and Tax Helpline

**0845 300 1899**

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

### Property Owners Legal Protection

**0845 300 1899**

If you have Property Owners Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.

If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

### Risk Solutions Helpline

**0345 366 6666**

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

### Counselling Service Helpline

**0117 934 0105**

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

### Website

[www.cutredtape.co.uk](http://www.cutredtape.co.uk)

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management

- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

## Complaints Procedure

### Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

### What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

### What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:

0800 023 4567 (free from landlines) or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action

# Introduction

## Important Information

### Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you, the policyholder, normally live or (if applicable) the first named policyholder normally lives, **or**
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business, or
3. Should neither of the above be applicable, the law of England and Wales will apply.

### Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

### Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

# Introduction

## The Contract of Insurance

The policy, the information You have provided and/or the application form, the declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

### Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms.

If You are not sure whether a circumstance is material ask Your insurance adviser.

If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

## Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

### Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

# Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', 'Contact details for claims and help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

## Block of Flats

A building occupied entirely for residential purposes

- (1) in excess of two storeys high
- (2) with a single roof
- (3) containing two or more Residential Units.

## Building

The building including

- (a) interior decorations and landlords' fixtures and fittings and tenants improvements
- (b) telecommunication television and radio aerials, satellite dishes, aerial fittings and masts
- (c) outbuildings, roads, pavements, fences, gates, paths, drives, fixed signs, garden walls, patios, terraces, ornaments and statues, car parks, cess pits and septic tanks, oil tanks
- (d) underground pipes, cables and wires
- (e) gangways, pedestrian malls, pedestrian access bridges, hardstandings, bollards, barriers, flag poles, lamp posts, street furniture
- (f) video, audio and building management and security systems and equipment
- (g) trees, shrubs, hedges, plants and turf used in landscaping
- (h) Contents of Common Areas including models, exhibitions and seasonal items introduced into shopping centres.

## Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

## Contents

Furniture, furnishings, fixtures and fittings and refrigerators, dishwashers, washing machines, microwaves and other white goods belonging to You or for which You are responsible within the Building at The Premises.

## Contents of Common Areas

Furniture, furnishings, fixtures and fittings and other contents including janitorial goods belonging to You or for which You are responsible in the common areas of The Premises including property kept in yards, car parks, gardens or other open areas at The Premises.

## Data

All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

## Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

## Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood

## Policy Definitions

- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees
- (10) impact
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

### Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

### Employee

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self-employed
- (6) under a work experience or training scheme
- (7) a voluntary helper while working under Your control in connection with The Business
- (8) an outworker or homeworker when engaged in work on Your behalf.

### Excess / Excesses

The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises.

The amount(s) to be deducted after the application of any Average condition.

You will repay any such amount paid by Us.

For the purpose of this definition the term "separate premises" shall include all Residential Units which are not within or form part of a Blocks of Flats or Maisonette insured by this policy.

### Failure

Any partial or complete reduction in the

- (1) performance, or
  - (2) availability, or
  - (3) functionality, or
  - (4) ability to recognise or process any date or time
- of any
- (a) Computer and Electronic Equipment
  - (b) electronic means of communication
  - (c) website.

### Local Authority Rates

Money paid or payable by You to the local authority in respect of local authority or business rate charges levied in respect of The Premises.

### Long Term Unoccupied

Any Unoccupied Building, Portion of a Building or a Residential Unit in a building that

- (1) remains untenanted at the first renewal following the expiry of a 26 week untenanted period, and/or
- (2) is either empty, void, vacant or disused and is awaiting
  - (a) redevelopment, and/or
  - (b) demolition.

# Policy Definitions

For the purposes of this definition, notwithstanding (1) above, where The Premises is classified for use as either

- (1) offices, or
- (2) internal retail units within a covered shopping complex which is locked against public access out of business hours

in respect of Portion of a Building the period is extended to 156 weeks unless otherwise agreed by Us in writing to the contrary.

## Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

## Maisonette

A Residential Unit occupying two or more floors of a larger building having its own entrance from outside.

## Money

Current

- (1) coins, bank and currency notes
- (2) postal and money orders, bankers' drafts, cheques and giro cheques
- (3) crossed warrants, bills of exchange and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps
- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers and trading stamps
- (7) VAT invoices.

## Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

## Portion of a Building

Any part of a building that the Landlord has free rights of access to enter and is responsible for the upkeep and maintenance.

## Rent Free Period

The period specified in the lease agreement during which Gross Rentals are not payable.

## Residential Unit

An individual self contained living area with a separately controlled entry/exit point within any building.

## The Business

Activities directly connected with the business specified in The Schedule.

## The Premises

The premises specified in The Schedule.

## The Schedule

The document which specifies details of The Policyholder, The Premises, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Endorsements and Conditions applying to this policy.

## Unoccupied

Any Building or Portion of a Building or a Residential Unit in a building that is

- (1) untenanted or void, and/or
- (2) empty, vacant or disused

for a period in excess of 90 consecutive days.



# Policy Definitions

## Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

## We/Us/Our/Aviva

Aviva Insurance Limited.

## You/Your/The Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

# Asset Protection Property Damage – All Risks

## Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Damage

Physical loss, destruction or damage.

### Property Insured

Property insured as detailed in The Schedule.

## Cover

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance at The Premises.

### Basis of Claim Settlement – Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

## Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

### (1) Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the Property Insured, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

### (2) Fire Extinguishing Appliances

You must maintain all fire extinguishing appliances on The Premises, so far as Your responsibility extends, in full working order in accordance with the manufacturer's instructions.

### (3) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or The Premises
- (b) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not pay for any Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

### (4) Change of Occupancy

You must tell Us immediately if

- (a) any building at The Premises becomes Unoccupied.
- (b) any Unoccupied building at The Premises becomes occupied.

### (5) Construction Heating and Occupation of the Buildings

Unless otherwise stated in The Schedule the buildings are

- (a) constructed of brick, stone, or concrete
- (b) roofed with slates, tiles, concrete, metal or asbestos
- (c) heated by
  - (i) low pressure hot water or steam
  - (ii) oil fired space heaters fed from a fuel tank in the open
  - (iii) overhead gas or electrical appliances
  - (iv) gas or electric fires in offices onlyor as expressly varied in accordance with details provided to Us
- (d) occupied for the sole purpose of The Business and otherwise only as a private dwelling.

### (6) Interested Parties – Specified

In the event of Damage as insured by this Section interested parties, as stated in The Schedule, must declare the nature and extent of their interest.

## Asset Protection Property Damage – All Risks

### Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

(1) Damage to the Property Insured caused by or consisting of

- (a) an existing or hidden defect
- (b) gradual deterioration or wear and tear
- (c) frost or change in the water table level
- (d) faulty or defective
  - (i) design
  - (ii) materials used in its construction
- (e) (i) faulty or defective workmanship
  - (ii) operating error or omissionby You or any of Your Employees.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

(2) Damage to the Property Insured caused by or consisting of

- (a) (i) corrosion, rust or rot
- (ii) shrinkage, evaporation or loss of weight
- (iii) dampness or dryness
- (iv) scratching
- (v) vermin or insects
- (vi) mould or fungus
- b) change in
  - (i) temperature
  - (ii) colour
  - (iii) flavour
  - (iv) texture
  - (v) finish
- (c) (i) nipple or joint leakage
- (ii) failure of welds

(d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associating piping

(e) the Property Insured's own mechanical or electrical breakdown or derangement.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause
  - (ii) any subsequent Damage which results from a cause not otherwise excluded.
- (3) Damage to the Property Insured caused by pollution or contamination.
- However, We will indemnify You in respect of Damage to the Property Insured not otherwise excluded caused by
- (a) pollution or contamination which results from Defined Contingencies (1) to (12)
  - (b) Defined Contingencies (1) to (12) which results from pollution or contamination.
- (4) Damage to the Property Insured caused by
- (a) subsidence, ground heave or landslide unless
    - (i) resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe, or
    - (ii) specifically mentioned as insured in The Schedule
  - (b) normal settlement of new structures
  - (c) acts of fraud or dishonesty
  - (d) (i) disappearance
  - (ii) unexplained or inventory shortage
  - (iii) misfiling, misplacing of information or clerical error.

(5) Damage to any building or structure caused by its own cracking or collapse.

However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.

(6) Damage to

- (a) gates
  - (b) fences
  - (c) moveable property in the open
- by
- (i) wind
  - (ii) rain, hail, sleet or snow
  - (iii) flood
  - (iv) dust.

However, We will indemnify You for Damage to such property caused by falling trees and not otherwise excluded.

## Asset Protection Property Damage – All Risks

### (7) Damage

- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat.
- (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running.
- (c) resulting from the Property Insured undergoing any process of
  - (i) production or packaging
  - (ii) treatment, testing or commissioning
  - (iii) servicing or repair.

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.

### (8) Damage while any building is Unoccupied caused by escape of water as a result of freezing of any automatic sprinkler in The Premises.

### (9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specifically mentioned as insured in The Schedule.

However, We will indemnify You in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.

### (10) Damage to

- (a) vehicles licensed for road use including accessories on or attached to them
- (b) caravans or trailers
- (c) railway locomotives or rolling stock
- (d) watercraft or aircraft
- (e) property in the course of construction including materials for use in the construction
- (f) land, piers, jetties, bridges, culverts or excavations
- (g) livestock
- (h) growing crops or trees.
- (i) moveable property kept in yards, car parks, gardens or other open areas at The Premises exceeding
  - (i) £10,000 any one item
  - and
  - (ii) £50,000 in any one Period of Insurance.

However, We will indemnify You if such property is specifically stated as insured in The Schedule and the Damage is not otherwise excluded.

### (11) Damage

- (a) insured by any marine policy
- (b) which would be insured under any marine policy if this policy did not exist.

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed.

### (12) Damage more specifically insured by You or on Your behalf.

### (13) any consequential loss or damage.

However, We will indemnify You in respect of rent when this item(s) is specifically mentioned as insured in The Schedule.

### (14) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands)
  - 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
  - the use or threat of force and/or violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

## Asset Protection Property Damage – All Risks

- (15) (a) Loss of Data
- (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
  - (i) Virus or Similar Mechanism
  - (ii) Denial of Service Attack
  - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded.

- (16) the Excess stated in The Schedule.

# Asset Protection Property Damage – Additional Contingencies

## Additional Contingencies

The following Additional Contingencies apply to the Property Damage - All Risks Section where stated in The Schedule.

### Subsidence

We will indemnify You in respect of Damage at The Premises caused by subsidence or ground heave of the site of the Property Insured, or landslide.

We will only indemnify You in respect of Damage to

- (1) forecourts, car parks, driveways, roads, pavements, gangways, pedestrian malls, pedestrian access bridges, paths, patios, terraces, ornaments or statues.
- (2) walls, gates, hedges or fences
- (3) cess pits, septic tanks, oil tanks
- (4) hardstandings, bollards, barriers, flag poles, lamp posts, street furniture  
if
  - (a) such property is specifically insured by this Section, and
  - (b) Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) collapse of any building
  - (b) the normal settlement, shrinking and cracking of any building
  - (c) coastal or river erosion
  - (d) defective design or inadequate construction of foundations
  - (e) any demolition, construction, erection, ground or excavation works, carried out at the site of The Premises or the site of any adjoining premises, unless We have agreed otherwise in writing
  - (f) settlement or movement of made up ground.
- (2) Damage as a result of movement of solid floor slabs.  
However, We will indemnify You in respect of Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.
- (3) the Excess stated in The Schedule.

## Underground Services

Where Buildings are insured under this Section or You are responsible for repairs, We will indemnify You in respect of accidental damage to underground

- (a) pipes
- (b) cables

which extend from the buildings to the public mains.

We will not indemnify You in respect of

- (1) the cost of maintenance
- (2) damage caused by
  - (a) (i) gradual deterioration or wear and tear
  - (ii) corrosion, rust, rot, mould or fungus
  - (iii) vermin or insects
  - (iv) atmospheric or climatic conditions
  - (v) normal settlement or shrinkage
- (b) faulty workmanship, defective design or the use of defective materials
- (3) the Excess stated in The Schedule.

# Asset Protection Property Damage – Clauses

## Property Damage – Clauses

The following clauses apply to the Property Damage – All Risks Section if stated as insured in The Schedule, except where otherwise stated.

### Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured.

### Bailors' Goods

We will indemnify You in respect of Damage to bailors' goods for which You are responsible in connection with The Business.

We will only indemnify You in respect of Damage where

- (a) the goods are stored in a secure building in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man
- (b) an inventory signed by You has been issued to the tenant as soon as the bailors' goods are taken into Your custody
- (c) the bailors' goods are inspected at least every seven days.

We will not indemnify You in respect of

- (1) theft or attempted theft not involving entry into or exit from the building, where the bailors' goods are being stored, by forcible and violent means.
- (2) Damage in respect of
  - (a) audio and visual equipment
  - (b) cigarettes, cigars, tobacco, wines and spirits.

The Basis of Claim Settlement – Reinstatement clause detailed in the Property Damage – Clauses does not apply to any property insured by this clause.

The maximum We will pay in respect of any one loss is £10,000.

### Basis of Claim Settlement – Reinstatement

In the event of Damage to the Property Insured, excluding any items on

- (i) Stock and Materials in Trade
- (ii) professional fees
- (iii) debris removal
- (iv) rent
- (v) pedal cycles and personal effects
- (vi) motor vehicles
- (vii) Computer and Electronic Office Equipment

the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property lost, destroyed or damaged, subject to the following conditions

- (1) Where the Property Insured is
  - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new.
  - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property has been completely destroyed.
- (2) Where Computer and Electronic Office Equipment is insured by this Section and such property is
  - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity.
  - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new.

However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.

- (3) (1) and (2) above includes the costs necessary to comply with any
    - (a) European Union Legislation
    - (b) Act of Parliament
    - (c) Bye laws of any public authority.
- We will not indemnify You
- (a) in respect of the costs incurred
    - (i) for Damage not insured by this Section
    - (ii) where notice was served on You before the Damage occurred
    - (iii) where an existing requirement must be completed within a stipulated period
    - (iv) for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage
  - (b) in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

## Asset Protection Property Damage – Clauses

- (4) The work of reinstatement
- (a) may be carried out on another site and in a manner suitable to Your needs. However,
    - (i) Our liability must not be increased
    - (ii) this will not apply when The Premises are Unoccupied unless We have agreed otherwise in writing.
  - (b) must begin and be carried out as quickly as possible.

- (5) The following condition of Average will apply.

If the Sum Insured at the time the Damage occurred is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment, at the time of rebuilding or replacement, You will be liable to bear a proportionate share of the loss.

- (6) We will not indemnify You if You
- (a) do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment.
  - (b) or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement.
  - (c) do not comply with any of the terms of this clause.

However, the Basis of Claim Settlement – Indemnity will apply.

For the purposes of this clause Computer and Electronic Office Equipment means

- (a) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto
- (b) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand
- (c) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include

- (i) Portable equipment away from The Premises
- (ii) Computer and Electronic Office Equipment held as stock or customers' Computer and Electronic Office Equipment held in trust
- (iii) Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

### Basis of Claims Settlement – Indemnity Only

In respect of Buildings that are Long Term Unoccupied, the Basis of Settlement - Reinstatement clause detailed in the Property Damage - Clauses does not apply other than to

- (1) a Portion of a Building, or
- (2) a Residential Unit within a Block of Flats, or
- (3) a Maisonette.

### Basis of Claim Settlement – Rent

If rent is insured under this Section, We will indemnify You in respect of loss of rent resulting from the Building or any part of the Building

- (1) generating the rent received, or
- (2) for which rent is payable

being made unfit for the purpose of The Business as a result of Damage insured by this Section.

The maximum amount that We will pay You in respect of loss of rent will be the proportion of the Rent Sum Insured that would have been payable during the period from the date of the Damage until the Building is repaired or reinstated.

### Breakage or Collapse of Television & Radio Aerials

We will indemnify You in respect of Damage at The Premises caused by the breakage or collapse of television and radio aerials, aerial fittings, masts or satellite dishes.

### Buildings awaiting Refurbishment Redevelopment or Renovation

If at the time of Damage a Building insured under this Section is awaiting refurbishment redevelopment or renovation We will not indemnify You for costs that You would have incurred in the absence of any Damage.

### Capital Additions

We will indemnify You in respect of Damage to

- (1) any newly built and/or newly acquired building
- (2) alterations, additions and improvements to an insured building but not in respect of any appreciation in value

situate anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay in respect of any one location under this clause is

- (1) in respect of any newly built and/or newly acquired building
  - (a) £5,000,000 where The Premises is solely occupied for office or retail use
  - (b) £1,000,000 where The Premises is Unoccupied
  - (c) £2,000,000 where The Premises is occupied for other purposes.



## Asset Protection Property Damage – Clauses

- (2) 20% of the Sum Insured or £500,000 whichever is lesser in respect of alterations, additions and improvements to an insured building.

You must

- (1) provide Us with details of such additional Building or alterations, additions or improvements as soon as possible but in any event
  - (a) within six months of the date You became responsible for the insurance of such additional Building  
and
  - (b) before the expiry of the Period of Insurance
- (2) specifically insure such extensions with Us, from the date Our liability commenced
- (3) pay the appropriate additional premium.

### Changing Locks

We will indemnify You in respect of such additional costs incurred by You following theft or attempted theft of keys including but not limited to digital access cards, safe keys or safe combination access codes from

- (1) The Premises
- (2) Your home
- (3) Your directors' homes
- (4) Your authorised Employees' homes

or while in Your custody or that of an Employee following theft involving violence or threat of violence to You or an Employee.

The maximum We will pay in respect of any one claim is £5,000 and £15,000 in total during any one Period of Insurance.

### Contract Works

Where You have entered into a contract or agreement for the extension, alteration or refurbishment of any of The Premises, the insurance by each Item on buildings is extended to include contract works (including unfixed materials on site) to the extent required by contract conditions and We will note the interest of the contractor and sub-contractor as specified in the contract where such interests are required

provided that You

- (1) give Us prior notification of any contract with a contract price in excess of £100,000 including details of the
  - (a) nature of the works to be carried out
  - (b) contract conditions
  - (c) contract period
  - (d) contract price

- (2) pay Us the additional premium required in respect of each individual contract to which this clause applies.

We will not indemnify You

- (a) where a more specific insurance policy is in force
- (b) in respect of each separate contract for the first £500 in respect of Theft or Malicious Damage.

For the purposes of this clause, contract works include temporary or permanent works completed or to be completed by or on behalf of You at The Premises.

### Contractors' Interests

Where You are required to effect insurance on the Property Insured in joint names of You and the contractor under the terms of a contract condition then the interest of the contractor in the Property Insured as joint Policyholder is hereby noted and You must provide Us with details of any single contract valued in excess of £250,000 prior to work commencing and pay an additional premium if required.

### Damage to Grounds

We will indemnify You in respect of reasonable costs and expenses necessarily incurred in reinstating or repairing landscape gardens and grounds due to the actions of the emergency services following Damage at The Premises or adjoining properties.

The maximum We will pay in respect of any one claim is £25,000.

### Debris Removal

Unless a separate item for costs of removal of debris is insured under this Section, the Sum Insured for each item on Buildings, Machinery and Plant and Stock and Materials in Trade in The Schedule, includes costs and expenses You incur with Our consent for

- (1) the removal of debris
- (2) dismantling
- (3) demolishing
- (4) shoring up or propping of those parts  
of the Property Insured which have suffered Damage.

We will not indemnify You in respect of such costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section
- (3) more specifically insured.

# Asset Protection Property Damage – Clauses

## Description of Property

In determining the item under which property is insured We will accept the description given in Your business records.

### Drains

The Sum Insured under each Buildings and/or Machinery and Plant item includes costs and expenses You incur with Our consent for cleaning and/or clearing of

- (1) drains
- (2) sewers
- (3) gutters

for which You are responsible following Damage to the Property Insured.

### Emergency Services

We will indemnify You in respect of loss destruction or damage to The Premises resulting from the actions of the emergency services, including deliberate acts where such deliberate acts are for the purposes of safeguarding human life or minimising Damage.

### Environmental Clause

We will indemnify You in respect of losses over £10,000 for the additional costs necessarily and reasonably incurred with Our consent in rebuilding or repairing Buildings at The Premises in a manner that aims to reduce potential harm to the environment by improving energy efficiency following Damage.

We will not indemnify You under this clause in respect of

- (1) the additional cost of complying with any European Union legislation, Act of Parliament, or byelaws of any public authority
- (2) any additional costs for work You had already planned to be carried out prior to the Damage
- (3) any additional costs for replacing undamaged property
- (4) any Unoccupied building
- (5) You electing not to rebuild or repair the Building.

The maximum We will pay under this clause in respect of all claims occurring during the Period of Insurance is

- (1) an additional 5% of the amount We have paid or agreed to pay in respect of the claim for Buildings, after the application of all other terms and conditions of the policy  
or
- (2) £2,500

whichever is the lower.

## Failure of Third Party Insurances

We will indemnify You in respect of Damage to any building owned by You in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man for which (by the terms of an agreement with You) the

- (1) tenant, or
- (2) lessee, or
- (3) other occupier, or
- (4) other third party with a financial interest in the building

who has an obligation to insure but has failed to maintain in force such insurance.

We will not indemnify You in respect of Insurance cover that has been arranged but has been invalidated due to

- (1) a breach of a warranty or condition, and/or
- (2) risk improvements not having been complied with, and/or
- (3) where the tenant, lessee, other occupier or third party has not made a claim under his policy and should have done so.

The maximum We will pay at any one premises under this clause is

- (1) £5,000,000 where The Premises is solely occupied for office or retail use
- (2) £1,000,000 where The Premises is a Building that is entirely unoccupied
- (3) £2,000,000 where The Premises are occupied for other purposes.

You must

- (1) advise Us in writing within 30 days from when You become aware that such Insurance is not in force, and
- (2) pay the appropriate premium for the period such insurance is not effected, and
- (3) obtain written confirmation at the inception and annual check of any agreement, from the tenant, lessee, occupier or other third party with a financial interest and their insurers, that
  - (a) the insurance policy is in force, and
  - (b) the policy provides at least the extent of cover provided by this policy.

## Fire and Security Equipment

We will indemnify You in respect of costs and expenses incurred in

- (1) refilling, recharging or replacing any
  - (a) portable fire extinguishing appliances
  - (b) local fire suppression system
  - (c) fixed fire suppression system
  - (d) sprinkler installation
  - (e) sprinkler heads

## Asset Protection Property Damage – Clauses

(2) re-setting fire and/or intruder alarms and/or closed circuit television equipment following Damage insured by this Section.

The maximum We will pay in respect of any one claim is £25,000.

If in relation to any claim under this clause You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must maintain all such equipment in accordance with the manufacturer's instructions.

We will not indemnify You in respect of any costs and expenses recoverable from Your maintenance company or Fire and Rescue Service.

### Fly Tipping

We will pay for the reasonable costs of clearing and removing any property illegally deposited in or around the buildings insured under this policy.

We will not indemnify You in respect of the first £1,000 of each and every loss at each of The Premises.

The maximum We will pay for any one claim or in any one period of insurance is £5,000.

### Further Investigation Expenses

We will indemnify You where a portion of the building has suffered Damage and there is a reasonable possibility of Damage having occurred to other portions of the same building, which is not immediately apparent.

We will pay

- (1) the reasonable costs incurred with Our prior agreement in establishing whether or not such Damage has occurred, and
- (2) costs incurred in establishing whether or not other buildings insured at The Premises have suffered such Damage but only if such buildings are subsequently found to have suffered such Damage for which We are liable under the policy.

The maximum We will pay in respect of any one loss is £5,000.

### Gardening Equipment

We will indemnify You in respect of Damage to gardening equipment owned by You and used in connection with The Business at The Premises.

The maximum We will pay in respect of any one claim is £10,000.

### Glass

Where Buildings are insured under this Section We will indemnify You in respect of

- (1) breakage (including the cost of boarding up) of glass at The Premises including
  - (a) the cost of removing and reinstating obstructions to replacing glass.
  - (b) the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass.
- (2) breakage of fixed
  - (a) wash hand basins, pedestals, baths, sinks
  - (b) lavatory bowls, bidets, cisterns
  - (c) shower trays, splashbacksat The Premises.

We will not indemnify You in respect of breakage of glass

- (a) when The Premises are Unoccupied
- (b) in transit or while being fitted
- (c) by workmen carrying out alterations or repairs to The Premises.

The maximum We will pay in respect of any one claim will be the Buildings Sum Insured stated in The Schedule.

### Hire Agreement

If the Property Insured by this Section is the subject of hire agreements, We will include the interest of the owners in any indemnity provided by this Section.

You must provide the name of any other interested party in the event of a claim.

### Illegal Cultivation of Drugs

We will indemnify You in respect of Damage arising from Your tenants use of The Premises for the manufacture, cultivation, harvest or processing by any other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).

You will lose Your right to indemnity in respect of a Residential Unit if You, or anyone acting on Your behalf, do not

- (1) carry out internal and external inspections of the buildings at least every three months or as permitted under the tenancy agreement
  - (a) maintain a log of such inspections and retain that log for at least 24 months
  - (b) carry out a six monthly management check of the inspections log
- (2) obtain and record written formal identification of any prospective tenant
- (3) obtain and retain a written employers reference for any new tenant

## Asset Protection Property Damage – Clauses

- (4) obtain and record details of Your tenant's bank account and verify those details by receiving at least one payment from such account
- (5) advise Your tenant, where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in items (2) (3) and (4) above for all lettings that they arrange.

### Inadvertent Failure to Insure

We will indemnify You in respect of Damage to

- (1) any newly built or newly acquired building
- (2) alterations, additions and improvements to an insured building but not in respect of any appreciation in value

where You have

- (1) an obligation to insure whether owned or leased by You, but which have been, inadvertently, left uninsured, and
- (2) agreed to insure all buildings, owned by You or for which You are responsible to insure with Us, situate in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man (unless otherwise agreed in writing by Us).

The maximum We will pay in respect of any one location under this clause is

- (1) in respect of any newly built and/or newly acquired building
  - (a) £5,000,000 where The Premises is solely occupied for office or retail use
  - (b) £1,000,000 where The Premises is a Building that is entirely unoccupied
  - (c) £2,000,000 where The Premises are occupied for other purposes
- (2) £500,000 in respect of alterations, additions and improvements to an insured building situate anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

We will not indemnify You in respect of

- (1) any building more specifically insured
- (2) any appreciation in value.

You must

- (1) advise Us in writing immediately You become aware of a building inadvertently left uninsured and pay the appropriate premium due from the date Our liability commenced.
- (2) carry out, at not less than twelve month intervals, a check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force on each of them.

### Insect Nests Removal

We will pay the cost of removing the nests of wasps, bees or hornets and other insects harmful to humans from The Premises.

We will not pay the cost of removing such nests that were already in the building prior to the inception of the policy.

The maximum We will pay in respect of any one claim is £500.

### Legal Expenses for the Eviction of Squatters

We will pay legal costs and expenses payable to a lawyer or other suitably qualified person who has been appointed to act for You with Our prior written agreement in any civil action to evict anyone in the Property Insured who does not have Your permission to be there.

All legal proceedings will be dealt with by a Court or other body that We agree to within the United Kingdom, Channel Islands or Isle of Man.

We will not pay costs and expenses

- (1) for any dispute where the cause of the action arises within 90 days of the inception date of this Clause under this policy
- (2) for any dispute where the cause of the action involves Your tenant
- (3) for any dispute which is recoverable under Property Owner's Legal Protection Section of this policy
- (4) more specifically insured elsewhere.

The maximum We will pay in any one Period of Insurance is £2,500.

### Local Authority Rates

We will indemnify You in respect of the Local Authority Rates You become liable for as a result of the lessee being able to determine or frustrate the lease, following Damage.

We will not indemnify You

- (1) in respect of any portion or portions of The Premises which were untenanted at the date of the Damage
- (2) where You elect not to reinstate The Premises
- (3) where The Premises are unfit for occupation as a result of an act or omission by You or someone acting on Your behalf, which has resulted in a valuation officer reinstating The Premises on the rating list.

The maximum amount We will pay under this clause is £5,000.

# Asset Protection Property Damage – Clauses

## Long Term Unoccupied

If at the time of Damage the buildings are Long Term Unoccupied

- (1) We will not indemnify You in respect of Damage caused by or resulting from
  - (a) malicious persons
  - (b) escape of water from any tank apparatus or pipe or escape of fuel from any fixed oil heating installation
  - (c) water accidentally discharged or leaking from any automatic sprinkler installation in The Premises that had not been caused by freezing where sufficient heating to The Premises had been provided to prevent freezing
  - (d) theft or attempted theft
  - (e) any other cause unless Damage results from a Defined Contingency not otherwise excluded by this clause
- (2) the Excess for any loss or damage is £1,000 or as stated in The Schedule, whichever is the higher amount.

## Loss Minimisation Costs and Prevention Expenditure

Following Damage at The Premises We will pay for costs and expenses incurred by You with Our prior consent to provide necessary additional physical protection to prevent further Damage.

We will not pay

- (1) more than the reduction in Damage avoided by the expenditure
- (2) for costs otherwise incurred under Policy Condition (10) Reasonable Precautions.

The maximum We will pay in any one Period of Insurance is £5,000.

## Loss of Rent or Alternative Accommodation for Residential Units

Where any Residential Unit cannot be lived in or if access to it is denied as a result of Damage and where not otherwise insured We will indemnify

- (1) (a) You or Your lessee in respect of the cost of reasonable and necessary alternative accommodation for which You are responsible to provide and/or ground rent and/or management charges  
or
- (b) You in respect of Gross Rentals  
and/or

- (2) You or Your lessee in respect of the cost of reasonable and alternative accommodation for domestic pets where such pets are not permitted in any alternative accommodation and/or
- (3) You in respect of the temporary storage of Your Contents or Contents of Common Parts.

The maximum We will pay in respect of any one claim is 30% of the Sum Insured on the building insured under the Asset Protection Property Damage Section of this Policy in which the Residential Unit is contained subject to a Maximum Indemnity Period of 12 months.

For the purposes of this clause, the following definitions apply

Gross Rentals means Money paid or payable to You by tenants for rental of The Premises and for services provided in connection with The Business at The Premises.

Indemnity Period means the period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period means the number of months stated in this clause.

## Metered Services

We will indemnify You for charges for which You are responsible following Damage if water, electricity, gas, oil or other utility is accidentally discharged from a metered system providing service to The Premises.

The maximum We will pay in respect of any one claim is £25,000.

## Money and Assault

We will pay for loss of Money up to the following amounts

	<b>Limit any one loss</b>
(a) any single loss of business Money	
(i) in transit	£2,000
(ii) in bank night safes and afterwards within bank premises until at the bank's risk	£2,000
(iii) in Your home or the home of any Employee, partner or director	£500
(b) any single loss in respect of crossed cheques, crossed postal or money orders, crossed bankers drafts, stamped national insurance cards	£250,000

We will not pay for

- (1) losses due to the dishonesty of You, Your Employees, partners or directors
  - (a) not discovered within seven working days of the loss
  - (b) where a more specific insurance is in force, except for any amount in excess of that insurance

## Asset Protection Property Damage – Clauses

- (2) shortages due to clerical or accounting errors
- (3) loss of Money from unattended vehicles
- (4) loss of Damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

### Assault

We will pay

- (a) the compensation stated below to You for Bodily Injury to an Insured Person caused by the theft or attempted theft of Money, which happens in the course of The Business and resulting in the following contingencies
  - (i) death £10,000
  - (ii) total and permanent loss of sight in one or both eyes £10,000
  - (iii) loss of one or both limbs £10,000
  - (iv) total disablement which prevents the Insured Person from pursuing their normal occupation £100 per week
  - (v) reimbursement of incurred medical expenses up to £250
- (b) up to £250 in respect of such Insured Person for Damage to their personal effects following an attempted theft to steal Money covered by this Clause.

### Munitions of War

Policy Exceptions 1 (a) and (c) will not apply in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of The Premises, provided that the presence of such munitions does not result from a state of war current at the time of the Damage.

### Non-Invalidation

The insurance by this Section will not be invalidated by any act, omission or alteration, either unknown to You or beyond Your control, which increases the risk of Damage.

However, You must

- (1) notify Us immediately You become aware of any such act, omission or alteration, and
- (2) pay any additional premium We require.

### Other Interests

Subject to Your consent, the interest of all parties who wish to register an interest in the Cover by this Section will be noted provided that all such interests are notified to Us within 30 days of any Damage.

### Privity of Contract

We will indemnify You in respect of all such sums as You may become legally liable to pay following Damage, and pay as indemnity to tenants in respect of repair or reinstatement of premises previously owned but which are no longer Your property and where the current owner has failed to maintain adequate insurance cover, subject to the terms and conditions of this policy.

We will not indemnify You in respect of

- (1) contribution in respect of any more particular insurance effected by any succeeding owner or tenant or sub-tenant
- (2) any premises disposed of more than seven years prior to the start date of the current Period of Insurance.

The maximum We will pay under this Additional Clause is £2,000,000 during the Period of Insurance.

You must take all reasonable and appropriate steps to obtain release from Your liabilities under the covenants to insure such property on its disposal.

### Professional Fees

Unless a separate item for professional fees is insured under this Section, the Sum Insured for each item on Buildings and Machinery and Plant includes an amount for necessary and reasonable professional fees, incurred in reinstating or repairing the Property Insured following Damage insured by this Section.

We will not indemnify You in respect of fees

- (1) more specifically insured
- (2) incurred in preparing a claim
- (3) incurred without Our consent.

### Reinstatement of Data

We will indemnify You in respect of the necessary and reasonable costs of reinstating data held on or used by or in connection with building management or control systems resulting from Damage.

The maximum We will pay in respect of any one claim is £5,000

You must

- (1) store the original disks or media of all software or programs and any backups in a fire resistant safe or in a secure location away from The Premises.
- (2) maintain adequate backup copies by backing up
  - (a) the original disks or media or software or programs where that is allowable under the terms of the software licence, and
  - (b) all data produced by the software or programs no less than once a day or any other period agreed by Us. The integrity of any data backup must be validated using operator system routines or checks produced by the software supplier.



## Asset Protection Property Damage – Clauses

### Reinstatement to Match

Where the Property Insured has suffered Damage, You may replace, repair or restore the property with equivalent property which employs current technology, and replacement, repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new. This Section further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced, repaired or restored provided that Our total liability is not increased beyond the amount that would otherwise have been payable for the replacement, repair or restoration of the property destroyed or damaged in its original form.

### Subrogation

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

- (1) any company whose relationship to You is either a parent or subsidiary
- (2) any company which is a subsidiary of a parent company of which You are a subsidiary as defined in the relevant legislation current at the time of Damage
- (3) any tenant of Yours provided that
  - (a) the tenant or lessee contributes to the cost of insuring the Property Insured against the event which caused the Damage
  - (b) the Damage did not result from a criminal, fraudulent or malicious act of the tenant or lessee.

### Temporary Removal

We will indemnify You in respect of Damage to the Property Insured except for

- (1) documents, manuscripts, business books, Data Storage Materials, plans and designs, and
- (2) Stock and Materials in Trade

while temporarily removed for cleaning, renovation or repair or similar purposes

- (1) to another part of The Premises
- (2) to any other premises in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

The maximum We will pay in respect of any one claim is 10% of the item Sum Insured after the deduction of the value of any building and Stock and Materials in Trade included within the item Sum Insured.

We will not indemnify You in respect of

- (a) property more specifically insured
- (b) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use
- (c) property removed for more than 90 consecutive days unless We agree a longer period in writing.

### Tenant Debris Removal

We will indemnify You in respect costs necessarily and reasonably incurred following Damage at The Premises for the removal of contents debris including fixtures and fittings not Your Property for the purpose of accelerating the reinstatement of The Premises.

We will not indemnify You where a more specific insurance policy is in force.

The maximum We will pay in respect of any one claim is £25,000.

### Trace and Access

We will indemnify You in respect of reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage, and
- (2) any repairs directly arising from (1)

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

The maximum We will pay in respect of any one claim is £50,000.

### Transfer of Interest

If at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it but

- (1) the contract has not yet been completed, and
- (2) the building has not yet been insured by or on behalf of the purchaser.

We will indemnify the purchaser to the extent that this Section insures the Building if the purchase is subsequently completed.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

### Tree Felling and Lopping

We will pay reasonable costs and expenses incurred by You with Our consent for the lopping or removal of trees for which You are responsible if such trees are considered by an arborologist or other qualified person to be an immediate threat to life or to The Property Insured. We will not pay for

- (a) legal or local authority costs involved in removing trees.
- (b) costs solely incurred to comply with a preservation order.

The maximum We will pay for any one claim is £500 and £2,500 in any one Period of Insurance.

# Asset Protection Property Damage – Clauses

## Unoccupied Building awaiting demolition and redevelopment

The Basis of Settlement in respect of any Unoccupied Building awaiting demolition and redevelopment is amended to read as follows

In the event of Damage the basis upon which We will calculate the amount We will pay for any claim will be the costs and expenses necessarily incurred by You with Our consent following Damage to the Property Insured for

- (1) removal of debris
- (2) dismantling or demolishing
- (3) shoring up or propping.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (b) arising from pollution or contamination of property not insured by this item
- (c) more specifically insured
- (d) which exceed the sum insured

of the parts of the property which have suffered Damage for this Item.

Our liability under this clause in respect of the costs of removing debris, dismantling or demolishing or propping or shoring up shall be limited to the difference between such costs and those which would have been incurred had the Damage not occurred.

## Value Added Tax

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

- (1)
  - (a) Your liability for such tax arises solely as a result of the reinstatement or repair of the buildings following Damage
  - (b) We have paid or have agreed to pay for such Damage
  - (c) if any payment by Us in respect of the reinstatement or repair of such Damage is less than the actual cost of reinstatement or repair, any payment under this Clause resulting from that Damage will be reduced in like proportion
- (2) Your liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the destroyed or damaged building
- (3) where an option to reinstate on another site is exercised, Our liability under this Clause will not exceed the amount of tax that would have been payable had the building been rebuilt on its original site

- (4) Our liability under this Clause will not include amounts payable by You as penalties or interest for non-payment or late payment of tax
- (5) You have taken all reasonable precautions to include Your Value Added Tax liability within the Building Sums Insured at the inception of this insurance and at each subsequent Renewal Date.

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

- A for the purposes of any Condition of Average, rebuilding costs will be exclusive of Value Added Tax
- B Our liability may exceed the Sum Insured where such excess is solely in respect of Value Added Tax.

## Waiver of Average (RICS)

Where You

- (1) have taken all reasonable steps to ensure that The Building(s) item Sum Insured is adequate, and
- (2) have obtained a valuation of The Building(s), that has been calculated as the cost of reinstating The Building(s) as defined within the Policy Definitions including debris removal costs and associated professional fees, from a Royal Institute of Chartered Surveyors professional or such other person agreed by Us within the three years prior to the date of the Damage, and
- (3) have adjusted the Sum Insured in line with the valuation, and
- (4) have made annual adjustments of the Sum Insured based on the General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or alternative index as may be agreed by Us in writing

then if at the time of Damage You provide Us with a copy of the valuation no adjustment will be made under either the Condition of Average or paragraph (5) of the Basis of Claim Settlement – Reinstatement clause.

## Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the Cover.



# Asset Protection Property Damage – Additional Clauses

## Property Damage Additional Clauses

The following Additional Clauses apply to the Property Damage – All Risks Section if stated as applying in The Schedule.

**Include the additional clause wordings provided for the scheme product**

### Day One Basis of Settlement

For each Item of Property Insured to which this clause applies (as stated in The Schedule).

- (1) The first and annual premiums are based upon the Declared Value as stated in The Schedule.

Declared Value shall mean

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Settlement - Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (a) the additional cost of reinstatement to comply with
  - (i) European Union Legislation
  - (ii) Act of Parliament
  - (iii) Bye laws of any public authority
- (b) professional fees
- (c) debris removal costs.

The Declared Value incorporated in each Item is stated in The Schedule.

- (2) You must notify Us of the Declared Value at the start of each Period of Insurance.

If You fail to notify Us of the Declared Value at the start of any Period of Insurance, We will use the last Declared Value notified to Us for the following Period of Insurance.

- (3) Paragraphs (5) and (6) of the Basis of Settlement - Reinstatement are restated as follows

- (5) if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this Clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Clause.

- (6) We will not indemnify You
- (a) until You have incurred the cost of replacing or repairing the property
  - (b) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement
  - (c) if You do not comply with any of the provisions of this Clause.

However the Sums Insured will be limited to 108% of the Declared Values stated in The Schedule.

- (4) The maximum We will pay in respect of each separate location subject to this Clause is as stated in The Schedule.

### Bank Interest Scotland

We agree that

- (1) the interest in this Section is vested in the insured parties stated in The Schedule
- (2) the interest of Heritable Creditors in the insurance by this Section shall not be prejudicially affected by anything done or omitted by the proprietor where the risk of Damage is increased except as regards any change upon the character of the risk which may be made by or with the written consent of the Heritable Creditors
- (3) this Section shall not lapse or the terms be altered until seven days notice has been given to the Heritable Creditors any additional premium or renewal premium in respect of any change in risk or extension of period is payable to Us as from the start date of the change or extension period
- (4) We will notify in writing the Heritable Creditors, as soon as We are aware of any Damage by this Section.

### Stock Declaration

The insurance on Stock and Materials in Trade as insured under the item(s) stated in The Schedule as being subject to this Additional Clause is subject to the following

- (1) You must declare to Us the value of the property on
  - (a) the last day of each month if The Schedule states that monthly declarations are required, or
  - (b) the last day of each of the months of March, June, September and December if The Schedule states that quarterly declarations are required.
- (2) If You do not provide Us with written confirmation of the values within 30 days of the due date, We will take the Sum Insured stated in The Schedule to be the value declared
- (3) If You declare a value greater than the Sum Insured, We will take the Sum Insured stated in The Schedule to be the value declared
- (4) The first and annual premiums paid on these items are provisional  
At the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared.
- (5) If the actual premium is more than the provisional premium paid, You will pay the difference  
If the actual premium is less than the provisional premium paid, We will refund the difference but this will not exceed 33 1/3% of the first or annual premium respectively.
- (6) The item Sum Insured will not be reduced by the amount of any claim. However, You must pay the additional premium required to reinstate the Sum Insured
- (7) Every insurance on Stock and Materials in Trade must be similar in wording with this insurance.

## Asset Protection Property Damage – Additional Clauses

### Foundations

Where any Buildings Sum Insured stated in The Schedule is subject to Average, the Sum Insured includes

- (1) that portion of the foundations within a 60 centimetre radius around and below a structural column or superstructure support
- (2) that portion of the foundations less than eight centimetres below the floor level of the lowest storey
- (3) machinery foundations.

We will not indemnify You in respect of any other portion of foundations.

### Deductible

We will deduct the amount of any deductible stated in The Schedule in respect of each and every claim at each separate premises as calculated after the application of all other terms of this Section.

We may charge You an additional premium if You arrange insurance in respect of the deductible.

### European Union and Public Authorities – including Undamaged Property and Automatic Sprinkler Installations

Paragraph (3) of the Basis of Claim Settlement – Reinstatement clause contained in the Property Damage and Theft – Clauses is deleted and replaced by the following:

- (3) (a) (1) and (2) above includes the costs necessary to comply with any
  - (i) European Union Legislation
  - (ii) Act of Parliament
  - (iii) Bye laws of any public authority.
- (b) where We require You to comply with current LPC Rules for Automatic Sprinkler Installations, the additional cost of reinstating water supply equipment which
  - (i) conformed to previous LPC Rules
  - (ii) conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

However, the maximum We will pay will not exceed in total

- (a) in respect of Property Insured which has suffered Damage, the Sum Insured
- (b) in respect of undamaged portions of Property Insured, other than foundations, 15% of the amount We would have been liable to pay if the Property Insured by the item at The Premises where Damage occurred had been completely destroyed.

We will not indemnify You in respect of

- (1) the costs incurred
  - (a) for Damage not insured by this Section
  - (b) where notice was served on You before the Damage occurred
  - (c) where an existing requirement must be completed within a stipulated period.
- (2) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

# Asset Protection Glass

## Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Damage

Physical loss, destruction or damage.

### Cover

We will indemnify You in respect of

- (1) breakage (including the cost of boarding up) of glass at The Premises
- (2)
  - (a) Damage at The Premises to
    - (i) contents of display windows
    - (ii) window and door frames
  - (b) the cost of removing and reinstating obstructions to replacing glass
  - (c) the cost of replacing alarm foil, lettering, painting, embossing, silvering, or other ornamental work on glass

occurring during the Period of Insurance.

The maximum that We will pay in respect of item 2 (a), (b) and (c) is £2,000 in respect of total of all claims during any one Period of Insurance.

- (3) breakage of fixed
  - (a) washhand basins, pedestals, baths, sinks
  - (b) lavatory bowls, bidets, cisterns
  - (c) shower trays, splashbacks at The Premises.
- (4) Damage to neon and illuminated signs for which You are responsible

We will not indemnify You in respect of Damage

- (1) arising from adjustment, repair, dismantling or erection of any part of the sign or Damage to any part whilst removed from its normal working position
- (2) arising from mechanical breakdown of the sign or any part thereof
- (3) to any part of the sign by its own ignition, electrical breakdown or burn out
- (4) to tubes unless the glass is fractured.

## Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) Damage to glass in
  - (a) light fittings
  - (b) signs
  - (c) Stock and Materials in Trade or goods in trust
  - (d) vehicles
  - (e) vending machines.
- (2) Damage to glass caused by
  - (a) scratching
  - (b) gradual deterioration or wear and tear
  - (c) change in colour or finish.
- (3) breakage of glass
  - (a) while The Premises are Unoccupied
  - (b) in transit or while being fitted
  - (c) by workmen carrying out alterations or repairs to The Premises.
- (4) the Excess stated in The Schedule.

# Legal Liabilities Employers' Liability

## Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

- (1) Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

### Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence, and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

### The Defined Territories

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories.

### The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your

- (i) canteen, social, sports, educational and welfare organisations
- (ii) first aid, fire, security and ambulance services

in their respective capacities as such

- (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
- (d) those who hire plant to You to the extent required by the hiring conditions or the personal representative of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against The Insured arising out of one cause.

### The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

## Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation, and
- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

## Clauses

The following clauses apply to this Section.

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant which are owned and used by You.

## Legal Liabilities Employers' Liability

- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

### Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

### Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals.
- (2) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to any person other than an Employee.
- (3) in respect of any
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

### Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to the health and safety of any person other than an Employee.
- (3) where indemnity is provided by another insurance policy.

### Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) each Employee is £250 per day.

### Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
- (2) the judgment was obtained in a court within The Defined Territories.
- (3) there is no appeal outstanding to the judgment.
- (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.

## Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
  - (a) accommodation, exploration, drilling or production rig or platform
  - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is
  - (a) carried in or upon a vehicle
  - (b) entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security.
- (3)
  - (a) liquidated damages.
  - (b) penalty clauses.
  - (c) fines.
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision - Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

### Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 including Costs and Expenses.

## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

### Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.
- (2) Where it is stated in The Schedule that declarations apply
  - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require, and
  - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

# Legal Liabilities Property Owners Liability

## Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Clean-Up Costs

Costs of Remediation.

### Compensation

Damages, including interest.

### Costs and Expenses

- (1) Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) Costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

### Damage

Physical

- (1) loss.
- (2) destruction.
- (3) damage.

### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### Financial Loss

A pecuniary loss suffered by any tenant of The Insured and not caused by Personal Injury or Damage to Property.

### Personal Injury

- (1) Bodily Injury.
- (2) Wrongful
  - (a) arrest, detention or imprisonment.
  - (b) eviction.
  - (c) accusation of shoplifting.

### Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

### Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer in the custody or control of The Insured.

### Property

Material property.

### Remediation

Remedying the effects of Pollution or Contamination as lawfully required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time such Remediation commences and shall include the testing for or monitoring of Pollution or Contamination.

### Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence, and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.



# Legal Liabilities Property Owners Liability

## The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

## The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your
    - (i) canteen, social, sports, educational and welfare organisations
    - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
  - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditionsor the personal representatives of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

## The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of

- (1) Products Supplied
- (2) Pollution or Contamination

The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

## The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

## The Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used for the period during which You are responsible under contract conditions.

## Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation, and
- (2) Costs and Expenses

in respect of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

## Clauses

*The following clauses apply to this Section.*

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
- (2) upkeep of vehicles and plant which are owned and used by You
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (4) Your first aid, fire, security and ambulance services
- (5) Your participation in exhibitions
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.



## Legal Liabilities Property Owners Liability

### Buildings Temporarily Occupied

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide indemnity in respect of Damage to

- (1) premises and their contents which You own or are loaned, leased, hired or rented to
  - (a) The Insured.
  - (b) any other party who is carrying out work on Your behalf.
- (2) The Works.

### Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which result from any deliberate act or omission by You.
- (3) where indemnity is provided by another insurance policy.

### Contractual Liability

We will indemnify The Insured in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

### Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### Data Protection

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1)
  - (a) Personal Injury other than as provided by this clause
  - (b) Damage to Property
  - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
  - (d) libel, slander or defamation.
- (2) consequential losses.
- (3) liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You or any Employee.
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- (5) liability under any penalty clause or any fine or statutory payment.
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.
- (7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

## Legal Liabilities Property Owners Liability

### Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

### Employees' and Visitors' Personal Belongings

We will indemnify The Insured in respect of legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured
- (2) stored for a fee or other consideration by The Insured
- (3) in the custody or control of The Insured for the purposes of being worked upon.

### Environmental Statutory Clean-Up Costs

We will indemnify The Insured against

- (1) the cost of carrying out Remediation, and/or
- (2) paying for Clean-Up Costs

pursuant to a lawful notice or demand served upon The Insured under any environmental protection legislation in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by any Enforcing Authority provided that such cost or costs arise from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

The maximum We will pay, including Costs and Expenses, is £100,000 in respect of all events in any one Period of Insurance.

The limit above forms part of, and is not in addition to, The Limit of Indemnity stated in The Schedule for the Property Owner's Liability Section.

We will not provide indemnity

- (1) in respect of any work (whether preventive or otherwise) in respect of property
  - (a) which You own or is loaned, leased, hired or rented to The Insured.
  - (b) which is held in trust or in the custody or control of
    - (i) The Insured
    - (ii) any other party who is carrying out work on Your behalf.
  - (c) which requires to be insured under the terms of Clause 6.5.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
- (2) in respect of any work involving the reinstatement or reintroduction of flora or fauna.
- (3) in respect of any fines or penalties.
- (4) in respect of any Complementary or Compensatory Remediation as defined by the Environmental Damage (Prevention and Remediation) Regulations 2009 and any successor and/or amending legislation.
- (5) in respect of costs of preventing any imminent threat of environmental damage where such costs are incurred in the absence of Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident.
- (6) in respect of costs of achieving any improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences.
- (7) where indemnity is provided by another insurance policy.

### Financial Loss – Property Owners

We will indemnify The Insured in respect of legal liability for Financial Loss as a direct result of the failure to provide any Property or service in connection with Property Insured as detailed under the Property Damage Section of this policy.

The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is £500,000.

This indemnity only applies to claims made against The Insured during the currency of this clause or within 30 days of its expiry.

## Legal Liabilities Property Owners Liability

We will not provide indemnity

- (1) in respect of Financial Loss as a result of
  - (a) circumstances which, at inception of this Property Owner's Liability Section, The Insured knew or ought to have known about and which were likely to give rise to a claim.
  - (b) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood.
  - (c) passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right.
  - (d) libel, slander or defamation.
  - (e) liability under the Data Protection Act 1998 or the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.
  - (f) any diminution in value of any Property.
  - (g) the failure of partial failure of any managing agent to fulfil their obligations under any contract.
  - (h) any consequence whatsoever directly or indirectly caused by or contributed to or arising from
    - (i) the presence
    - (ii) the release of  
Asbestos including any product containing Asbestos.
- (2) for the first 5% or £1,000, whichever is the greater, of Compensation, Costs and Expenses in respect of each and every loss.

### Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such damage caused other than by fire or explosion
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

### Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to any Employee.
- (3) in respect of any
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

### Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to the health and safety of any Employee.
- (3) where indemnity is provided by another insurance policy.

## Legal Liabilities Property Owners Liability

### Legionella

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with any Premises owned, hired or rented by You that You comply with the Health and Safety Commissions Approved Code of Practice – The control of legionella bacteria in water systems Ref ISBN 0-7176-1772-6 or any amending Code of Practice.

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

This indemnity only applies to claims made against You during the currency of this Clause or within 30 days of its expiry.

The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) any occurrence happening before the inception date of this Clause under this policy.
- (2) any agreement unless liability would have existed otherwise.

If We do not offer The Insured renewal of the cover provided by this Clause We will indemnify The Insured in respect of any occurrence happening during the currency of this Clause and before the expiry of the last Period of Insurance provided that

- (1) claims are made in writing within 90 days of the last Period of Insurance.
- (2) You exercise the right granted by this Clause no later than 30 days after the last Period of Insurance.
- (3) You pay the premium required by Us, which shall not exceed 20% of the annual premium, or pro rata equivalent thereof, applicable to the last Period of Insurance.
- (4) The maximum We will pay, including Costs and Expenses, in respect of all claims made against You during the last Period of Insurance and within the amount of days shown in (1) above is the amount specified above as applying to this Clause.

### Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1) (a) not owned by  
(b) not loaned, leased, hired or rented to  
You nor provided by You  
and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
- (2) while the vehicle is being driven by
  - (a) You.
  - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (3) where indemnity is provided by another insurance policy.

### Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
  - (a) any agreement unless liability would have existed otherwise.
  - (b) ownership or occupation of land or buildings.
  - (c) the carrying on of any trade or profession.
  - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy.

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) each Employee is £250 per day.

# Legal Liabilities Property Owners Liability

## Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
  - (a) aircraft, aerial device or hovercraft
  - (b) watercraft exceeding eight metres in length
  - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
    - (i) where described in the Motor Contingent Liability Clause
    - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
- (3) Damage to Property
  - (a) which You own or is loaned, leased, hired or rented to The Insured
  - (b) which is held in trust or in the custody or control of
    - (i) The Insured
    - (ii) any other party who is carrying out work on Your behalfother than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.
  - (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
  - (a) Products Supplied (other than Products Supplied under a separate contract).
  - (b) The Works.
- (5) recalling or making refunds in respect of
  - (a) Products Supplied.
  - (b) The Works.
- (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.

- (7)
  - (a) the carrying out of any work
  - (b) any Products Supplied which affects or could affect
    - (i) the navigation, propulsion or safety of any aircraft or other aerial device
    - (ii) the safety or operation of nuclear installations.
- (8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- (9)
  - (a) work in or on and travel to, from or within
  - (b) Products Supplied to any offshore
    - (i) accommodation, exploration, drilling or production rig or platform
    - (ii) support vessel.
- (10)
  - (a) liquidated damages
  - (b) penalty clauses
  - (c) fines
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.
- (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to
    - (a) above

except as stated in **Special Provision - Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

# Legal Liabilities Property Owners Liability

## Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (12)(a) and (12)(b) above will apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to

- (a) £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause
- (b) £5,000,000 in respect of all events happening in any one Period of Insurance in respect of Products Supplied

or any other amount specified in the policy for Property Owners Liability whichever is the lower.

- (13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.

You will reimburse any such amount paid by Us.

- (14) (a) exposure to
- (b) inhalation of
- (c) fears of the consequences of exposure to or inhalation of
- (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos.

- (15) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
  - (a) Virus or Similar Mechanism
  - (b) Denial of Service Attack
  - (c) unauthorised access to or use of Computer and Electronic Equipment.

However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.

- (16) Products Supplied other than
  - (a) the sale or supply of food and drink
  - (b) the disposal of furniture and office equipment previously used in the course of The Business.

## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

### Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

- (2) Where it is stated in The Schedule that declarations apply
  - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require, and
  - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

### Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

### Unoccupancy

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with any building You own, hire or rent which is Unoccupied

- (1) all mains services are isolated and tanks drained unless required for the maintenance of alarms, fire detection systems or sprinklers
- (2) all flammable and combustible materials are removed
- (3) all external doors and windows are closed and securely locked and other similar precautions taken to prevent unauthorised access
- (4) arrangements are in force to check the unoccupied building internally and externally at least every seven days for evidence of unauthorised access

where they can be reasonably and practically implemented without frustrating or invalidating the lease.

## Legal Liabilities Property Owners Liability

**Include the Endorsements section if endorsements are to apply to the scheme product. Adapt the introduction wording based on how the broker will structure the policy schedule.**

### Endorsements

*This Section is subject to any Endorsements which are stated in The Schedule as applying.*

**Retain or delete each of the stated endorsement wordings (below) as appropriate for the scheme product.**

**Advise Literature Management of any other endorsement wordings to be applied to the scheme product.**

#### Indemnity to Managing Agents

- (1) Paragraph (3) of the definition of The Insured is extended to include
  - (e) Your managing agentsin respect of any building owned but not occupied by You.
- (2) We will not pursue subrogation rights against any managing agent.

#### Libel/Slander

- (1) We will, in respect of any claim made against The Insured while this endorsement is in force or within 12 months of its cancellation provided the cause of the claim occurred while the endorsement was in force, indemnify The Insured in respect of
  - (a) Compensation
  - (b) Costs and Expensesas a result of
  - (i) libels in any Publication
  - (ii) slanders made in the course of The Business
  - (iii) infringement of any trade mark, registered design, copyright or patent right arising from the contents of any Publication
  - (iv) slander of title to goods

- (2) All claims arising out of one cause, whether or not all such claims are made against The Insured in the same Period of Insurance, will be treated as one claim
- (3) The maximum We will pay, inclusive of Costs and Expenses, in respect of
  - (a) any one claim, and
  - (b) the total of all claims in any one Period of Insuranceis £250,000 or any other amount shown in The Schedule as applying to this endorsement
- (4) We will not provide indemnity in respect of
  - (a) withdrawing, recalling or replacing any Publication
  - (b) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement
  - (c) actions brought in a court of law outside The Defined Territories
  - (d) 10% of each and every claim.

#### Definition

“Publication” shall mean any written material produced in the course of The Business.



# Legal Liabilities Property Owners Legal Protection

## Claims and helpline

As soon as You are aware of an incident, You should get legal advice from the legal helpline on **0845 300 1899** without delay. Please have Your policy number to hand.

If You think that You might need to claim, contact the helpline on **0845 300 1899** and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing. A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

Our claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as We notify You of from time to time.

## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

### Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed by Us to act on behalf of an Insured Person.

### Aspect Enquiry

An examination by HM Revenue and Customs which considers one or more specific aspects of Your self-assessment and/or corporation tax return.

### Attendance Expenses

- (1) The salary or wages of the Insured Person for the time they are off work
  - (a) to attend any arbitration, court or tribunal hearing at Our request
  - (b) as a defendant or while attending jury service.
- (2) We will pay for each half or whole day that the
  - (a) court
  - (b) tribunal
  - (c) employer of the Insured Personwill not pay for.
- (3) The amount We will pay is based on the following
  - (a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.

- (b) if the Insured Person
  - (i) works full time, the salary or wages for each whole day equals 1/250<sup>th</sup> of the annual salary or wages of the Insured Person
  - (ii) works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.

## Costs and Expenses

- (1) All reasonable and necessary legal or accounting costs charged by the Appointed Representative and agreed by Us.
- (2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to authorise.

## Date of Occurrence

- (1) In all civil cases, when the cause of action accrued (other than Contingencies 5A, 5B or 5C - Tax).
- (2) In all criminal cases, when the Insured Person broke or is alleged to have broken the criminal law in question.
- (3) Full Enquiries, Aspect Enquiries or Intervention Enquiries, when HM Revenue and Customs first notifies in writing the intention to make enquiries.
- (4) Employers compliance and value added tax disputes, when the relevant authority sends an assessment or written decision to You.
- (5) Licence or registration appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence, mandatory registration or British Standard Certificate of Registration.

## Full Enquiry

An extensive examination by HM Revenue and Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment and/or corporation tax return.

## Insured Person

- (1) You
- (2) any director of Yours, or individual partner, or proprietor of The Business
- (3) any Employee of Yours under a contract of employment with You
- (4) any other person agreed with Us.



# Legal Liabilities Property Owners Legal Protection

## Intervention Enquiry

An examination by HM Revenue and Customs to measure the level of compliance in Your financial accounting records to highlight areas where errors have occurred or may occur.

## Legal Proceedings

Legal action for

- (1) the pursuit or defence of a claim for damages
- (2) the defence of a criminal prosecution
- (3) appeal proceedings
- (4) the pursuit or defence of a claim for specific performance or injunction

dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.

## Limit of Indemnity

The maximum amount stated in The Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one originating cause in connection with The Business as stated in The Schedule.

## Prospects of Success

In respect of all civil proceedings, that it is always more likely than not that an Insured Person will

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

Prospects of success will be assessed by Us or an Appointed Representative on Our behalf.

## Territorial Limits

For Contingencies 2 Legal Defence (other than Contingencies 2A (in respect of proceedings under the Health and Safety at Work etc. Act 1974) and 2E) and 7 Bodily Injury.

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other Contingencies

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

## Cover

We will indemnify an Insured Person where specified for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings following the occurrence of a Contingency stated as applying in The Schedule provided that

- (1) the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
- (2) any Legal Proceedings take place within the Territorial Limits
- (3) in the case of a civil Legal Proceedings, Prospects of Success exist for the duration of the claim
- (4) in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal
- (5) the maximum We will pay is the Limit of Indemnity.

## Contingencies

### 1A Property Protection

We will represent an insured person in any Legal Proceedings for civil action relating to physical damage to The Premises which is owned by You, or for which You are responsible following

- (1) any event which causes or could cause physical damage to The Premises
- (2) any nuisance or trespass

provided that in the event of physical damage to The Premises let under either

- (a) an assured shorthold tenancy
- (b) a short assured tenancy
- (c) an assured tenancy

(as defined by the Housing Act 1988 as amended by the Housing Act 1996 or the Housing (Scotland) Act 1988) the amount in dispute exceeds £1,000, and/or

- (3) any nuisance or trespass including the eviction of squatters or any person occupying The Premises owned by You or for which You are responsible.

We will not indemnify You in respect of any claim relating to

- (1) a contract entered into by You other than a leasehold agreement
- (2) goods
  - (a) in transit
  - (b) lent or hired out
  - (c) at premises You do not occupy unless for
    - (i) installation, or
    - (ii) use in work to be carried out by You
- (3) mining subsidence
- (4) a motor vehicle whilst being driven by an Insured Person.

# Legal Liabilities Property Owners Legal Protection

## Contingency Conditions

- (1) You must prepare prior to the grant of the tenancy, a detailed inventory allowing space for comments to be made as a condition of the items in the inventory on check in and comments to be made later on check out of The Premises.
- (2) You must conduct regular inspections of The Premises (by reference to such inventory) at intervals of not less than every six months.
- (3) You must as soon as possible after a tenant has checked out or has otherwise vacated The Premises, prepare a detailed Schedule of Dilapidations.
- (4) The Premises subject to the dispute are insured by the Policy to which this insurance attaches.

## 2 Legal Defence

### 2A Criminal Prosecution

We will defend an Insured Person

- (1) prior to the issue of Legal Proceedings when dealing with the
  - (a) Police, and/or
  - (b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged the Insured Person has or may have committed a criminal offence
- (2) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

provided that in respect of proceedings under the Health and Safety at Work etc. Act 1974, the Territorial Limits shall be all territories in which the Act applies.

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 2B Data Protection

We will

- (1) (a) defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation
- (b) also pay any compensation award made against the Insured Person under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing,

provided that You are registered with the Information Commissioner at the time of the incident giving rise to the action.

- (2) represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.

### 2C Wrongful Arrest

We will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

### 2D Employee Civil Legal Defence

At Your request We will defend the legal rights of an Insured Person (other than You) if

- (1) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of
  - (a) sex
  - (b) sexual orientation
  - (c) race
  - (d) disability
  - (e) age
  - (f) religious belief, or
  - (g) political opinion, or
- (2) civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your employees.

### 2E Statutory Notice

At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting The Business.

### 2F Jury Service

We will pay the Attendance Expenses of an Insured Person for jury service.

### 2G Disciplinary Hearings

We will defend an Insured Person if an event results in disciplinary case brought against an Insured Person by a regulatory authority or professional body.

We will not provide indemnity in respect of any claim which leads to an Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

## Legal Liabilities Property Owners Legal Protection

### 3 Contract Disputes

We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from an agreement or alleged agreement which has been entered into by You or on Your behalf for the

- (1) sale,
- (2) provision,
- (3) purchase, or
- (4) hire

of goods or of services provided that

- (a) the amount in dispute exceeds £250
- (b) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250
- (c) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
  - (a) the cover, claims process or settlement payable under an insurance policy.
  - (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
  - (c) a loan, mortgage, pension or any other financial product and choses in action.
- (2) a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You.
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored.
- (4) a dispute arising from the breach or alleged breach of professional duty by an Insured Person.
- (5) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

### 4 Debt Recovery

We will negotiate for Your legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services provided that

- (1) the amount in dispute exceeds £250
- (2) You have exhausted all reasonable credit control and accounting procedures
- (3) We have the right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement
- (4) You supply the correct and current name and address of the debtor
- (5) a claim for debt recovery under this Contingency is made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
  - (a) the settlement payable under an insurance policy
  - (b) a lease, licence or tenancy of land or buildings
  - (c) a loan, mortgage, pensions or any other financial product and choses in action
  - (d) a motor vehicle owned by, hire or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles.
- (2) a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You.
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored.
- (4) the recovery of money and interest due from another party where the other party intimates that a defence exists.

### 5A Tax Protection

We will represent You in any investigations and/or appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry carried out by HM Revenue and Customs, or in any dealings with HM Revenue and Customs in respect of an Intervention Enquiry.

The maximum amount We will pay for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim is £5,000.

# Legal Liabilities Property Owners Legal Protection

## 5B Employers' Compliance

We will represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

- (1) Pay As You Earn, or
- (2) Social Security Regulations

following a review by HM Revenue and Customs or the Department for Work and Pensions (or any successor thereto).

## 5C VAT Disputes

We will represent You in any appeal proceedings following an assessment by HM Revenue and Customs in respect of value added tax due.

### Condition to Contingencies 5A, 5B and 5C

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

### Reasonable Care

You must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We will not provide indemnity

- (1) in respect of any claim caused by Your failure to register for value added tax.
- (2) in respect of any claim arising from any Investigations Section or Special Civil Investigations or the Revenue and Customs Prosecution Office.
- (3) in respect of any claim arising from any investigations or enquiry by HM Revenue and Customs into any alleged dishonesty or any alleged criminal offences.
- (4) in respect of any claim arising from a tax avoidance scheme.
- (5) for the first 10% of Costs and Expenses for Aspect Enquiries and Intervention Enquiries in respect of any one claim.

## 6A Employment Disputes

We will represent You in defending Your legal rights

- (1) prior to the issue of Legal Proceedings in a court or tribunal following the dismissal of an Insured Person
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
- (3) in Legal Proceedings in respect of any dispute with
  - (a) an Insured Person
  - (b) a former Insured Person
  - (c) a trade union acting on behalf of an Insured Person or a former Insured Personwhich arises out of, or relates to, a contract of employment with You

- (4) in Legal Proceedings in respect of any dispute with

- (a) an Insured Person
- (b) a former Insured Person
- (c) a prospective Insured Person

arising from an alleged breach of their statutory rights under employment legislation.

We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.

## 6B Compensation Awards

We will indemnify You in respect of

- (1) any basic and compensatory award
- (2) an order for compensation following a breach of Your statutory duties under employment legislation

which You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgement made after full argument and approved by Us in writing in respect of a claim We have accepted under Contingency 6A – Employment Disputes.

The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) non payment of money due under the relevant contract of employment or related statutory provision.
- (2) any compensation award related to
  - (a) trade union activities, trade union membership or non-membership
  - (b) pregnancy or maternity rights
  - (c) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - (d) statutory rights in relation to trustees of occupational pension schemes
  - (e) statutory rights in relation to Sunday shop and betting work.
- (3) any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage legislation.

# Legal Liabilities Property Owners Legal Protection

## Conditions to Contingency 6B

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

### (1) Performance and/or Conduct

In claims relating to performance and/or conduct, You have throughout the dispute either

- (a) followed the ACAS Code of Disciplinary and Grievance Procedures in Employment (or any replacement thereof) as prepared by the Advisory Conciliation and Arbitration Service, or
- (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland, or
- (c) sought and followed the advice from Our 24 hour legal helpline (**0845 300 1899**).

### (2) Unlawful Discrimination

In respect of an order of compensation following a breach of Your statutory duties under employment legislation You must have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.

### (3) Redundancy

In respect of any compensation award for

- (a) redundancy
- (b) alleged redundancy, or
- (c) unfair selection for redundancy

You have sought and followed the advice of Our 24 hour legal helpline (**0845 300 1899**) prior to serving notice of redundancy.

### (4) Compensation Awards

In respect of any compensation awards, such compensation award

- (a) is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgement made after full argument, and
- (b) is approved by Us in writing.

## 6C Service Occupancy

We will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

## 7 Bodily Injury

We will pursue the legal rights of an Insured Person and/or family member accompanying such Insured Person, following an event which causes the death of, or bodily injury, to such Insured Person and/or family member.

We will not provide indemnity in respect of any claim relating to

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.
- (2) the defence of the legal rights of an Insured Person and/or family member other than defending a counter claim.
- (3) a motor vehicle whilst being driven by an Insured Person or their family members.

## 8 Statutory Licence Protection

We will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence, mandatory registration or British Standard Certificate of Registration.

We will not provide indemnity in respect of

- (1) an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration, or
- (2) any licence appeal relating to the ownership, driving or use of a motor vehicle.

## Section Exceptions - Applying to all Contingencies

*The following Exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not provide indemnity in respect of any claim

- (1) if an Insured Person does not keep to the terms, exceptions and conditions of this Section. The cover will also not apply if an Insured Person can claim under another policy.
- (2) if any Costs and Expenses are incurred prior to Our written acceptance of a claim.
- (3) for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative.
- (4) for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence).

## Legal Liabilities Property Owners Legal Protection

- (5) relating to
  - (a) patents
  - (b) copyrights
  - (c) trademarks
  - (d) merchandise marks
  - (e) registered designs
  - (f) intellectual property
  - (g) secrecy and confidentiality agreements.
- (6) relating to rights under a franchise or agency agreement entered into by You.
- (7) deliberately or intentionally caused by an Insured Person.
- (8) in respect of a dispute with Us not catered for in Section Conditions 6 and 7.
- (9) Judicial review.
- (10) relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.
- (11) notified under this policy when, either at the start of or during the course of the claim You
  - (i) are bankrupt
  - (ii) have filed a bankruptcy petition or winding-up petition
  - (iii) have made an arrangement with creditors
  - (iv) have entered into a deed or arrangement
  - (v) are in liquidation
  - (vi) are or part of or all of Your affairs or property are in the care or control of a receiver or administrator.

### Section Conditions - Applying to all Contingencies

*The following Conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

#### (1) Claims – Your duty

You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

#### (2) Claims – legal representation

- (a) On receipt of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) We will choose an Appointed Representative to represent an Insured Person where We are liable to pay compensation. In any other case if it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an alternative Appointed Representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to the Insured Person's choice of Appointed Representative, an Insured Person may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Insured Person's choice of Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent an Insured Person. We and the Insured Person must accept such choice.
- (e) An Appointed Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment (which may include a 'no win-no fee' agreement). The Appointed Representative must co-operate with Us at all times.
- (f) Before an Insured Person chooses a lawyer or accountant, We can appoint an Appointed Representative.

#### (3) Claims – Our rights and Your obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
- (b) An Insured Person must co-operate fully with Us and the Appointed Representative and must keep Us up-to-date with the progress of the claim.
- (c) At Our request an Insured Person must give the Appointed Representative any instructions that We require.
- (d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further costs and expenses.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

## Legal Liabilities Property Owners Legal Protection

### (4) Discontinuance of a claim

If an Insured Person

- (a) settles a claim or withdraws a claim without Our prior agreement
- (b) does not give suitable instructions to the Appointed Representative
- (c) dismisses an Appointed Representative without Our prior consent

the cover We provide will end immediately and We will be entitled to re-claim any Costs and Expenses We have incurred from the Insured Person.

### (5) Recoveries

An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

### (6) Disputes

If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this Section, You can take the steps outlined in Our complaints procedure stated under Our Promise of Service.

### (7) Appointed Representative

If an Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses an Appointed Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Appointed Representative.

### (8) Arbitration

You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbiter's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

### (9) Acts of Parliament

All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.



# Policy Conditions

## Policy Conditions

All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

### (1) Alteration of Risk

If

(a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury, or

(b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

### (2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

### (3) Cancellation

(a) You may cancel this policy at any time after the date We have received the premium, by providing 30 days notice in writing to Us.

(b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (a) or (b) above, and provided that there have been no:

(i) claim(s) made under the policy for which We have made a payment

(ii) claim(s) made under the policy which are still under consideration

(iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

(c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

(d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

(i) claim(s) made under the policy for which We have made a payment

(ii) claim(s) made under the policy which are still under consideration

(iii) incident(s) which You are aware of and which are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

### (4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

(a) tell Us immediately of any event or occurrence which may result in a claim.

(b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.

(c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within

(i) 30 days, or

(ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons

of You becoming aware of the event or occurrence, or such further time that We may allow.

(d) provide Us with all information and help We require in respect of the claim.

(e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.

(f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.

(g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

### (5) Contribution

#### Applicable to Employers' Liability Section and Property Owners Liability Section

(a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.



# Policy Conditions

## Applicable to all other Sections insured by this Policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

## (6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity, or
- (b) the Sum Insured, or
- (c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

## (7) Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (a) refuse to pay the claim
- (b) recover from You any sums paid by Us to You in respect of the claim
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (a) refuse to pay the claim
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided)

- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

## (8) Identification

The policy and The Schedule will be read as one contract.

## (9) Non Disclosure, Misrepresentation or Misdescription

### (a) Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid;
  - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement and/or
  - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

### (b) Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or

# Policy Conditions

- We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

## (10) Reasonable Precautions

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
  - (i) loss, destruction or damage to the Property Insured
  - (ii) accident or injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

## (11) Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

## (12) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy, or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

## (13) Index Linking

- (a) Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices or any alternative index specified by Us in Our reasonable opinion

- (i) any buildings and tenants improvements item

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

- (ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

In the event of a negative index We will retain Your existing amounts insured, unless You advise Us otherwise.

- (b) Claims.

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

## (14) Long Term Undertaking

Where a Section is stated in The Schedule to be subject to a Long Term Undertaking a discount of 5% under that Section is allowed in consideration of You having provided an undertaking with effect from the date stated in The Schedule to offer annually for a period of three years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that:

- (a) We will be under no obligation to accept an offer made in accordance with such an undertaking
- (b) the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in The Business.

The discount does not apply to any inspection fees charged under the Engineering Section of this policy.

The above mentioned undertaking applies to any policy which may be issued by Us in substitution for this policy and the same discount shall be allowed.

# Policy Conditions

## (15) Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (a)
  - (i) providing Us with any additional information
  - (ii) completing any actions agreed between You and Us
  - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, allowing Us access to The Premises and/or The Business to carry out survey(s) and Your compliance with any risk improvements identified.

If this is the case, then The Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option:

- (i) modify Your premium,
- (ii) amend the terms and conditions of this policy,
- (iii) require You to make alterations to The Premises and/or to comply with any risk improvements identified,
- (iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation,
- (v) leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

# Policy Exceptions

## Exceptions

The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section.

We will not indemnify You in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - (a)
    - (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
    - (ii) mutiny or military uprising, martial law
  - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the following Sections, when insured by this policy
  - (a) Property Damage – Specified Contingencies
  - (b) Property Damage – All Risks
  - (c) Money and Assault
  - (d) Glass
  - (e) Engineering
  - (f) Business Interruption.
- (2) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
  - (a) Terrorism
  - (b) Employers' Liability
  - (c) Professional Indemnity
  - (d) Directors and Officers Liability
  - (e) Management Liability.
- (3) exception (1) (b) does not apply to the Property Owners Liability Section, when insured by this policy.

- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
  - (a)
    - (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - (b) the use of any weapon or device
    - (i) dispersing radioactive material and/or ionising radiation, or
    - (ii) using atomic or nuclear fission and/or fusion or other like reaction.
  - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.

However,

- (1) exception (2) (b) does not apply to the following Sections, when insured by this policy
  - (a) Employers' Liability
  - (b) Property Owners Liability.
- (2) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
  - (a) indemnify another party, or
  - (b) assume the liability of another party.
- (3) exceptions (2) (a) and (2) (b) do not apply to the following Sections, when insured by this policy
  - (a) Professional Indemnity
  - (b) Directors and Officers Liability
  - (c) Management Liability.
- (4) exceptions (2) (a), (2) (b) and (2) (c) do not apply to the Terrorism Section when insured by this policy.
- (3)
  - (a) Money, negotiable instruments and specie
  - (b) securities and bonds
  - (c) jewellery
  - (d) precious stones

## Policy Exceptions

- (e) precious metals
- (f) bullion
- (g) furs
- (h) curios and antiques
- (i) rare books
- (j) works of art
- (k) goods held in trust or on commission
- (l) documents
- (m) manuscripts
- (n) business books
- (o) computer systems records
- (p) explosives and hazardous substances
- (q) property in transit

unless specifically mentioned.

However, exceptions (3) (a) to (q) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
  - (2) Employers' Liability
  - (3) Property Owners Liability
  - (4) Property Owners Legal Protection.
- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - (b) media or systems used in connection with anything referred to in (a) above
- whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time

- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section
  - (a) Property Damage – Specified Contingencies
  - (b) Property Damage – All Risks
  - (c) Money and Assault
  - (d) Engineering
  - (e) Business Interruption.
- (2) exceptions (4) (a) and (4) (b) do not apply to the following Sections, when insured by this policy
  - (a) Terrorism
  - (b) Employers' Liability
  - (c) Professional Indemnity
  - (d) Directors and Officers Liability
  - (e) Management Liability.

### Definition

The following definition only applies to this exception

'Defined Contingency'

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







Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority  
and the Prudential Regulation Authority.