

# Property Owners Policy Wording

## In The Event of a Claim

The Insured must not negotiate, deny or admit any claim without our written permission.

When an event happens that is likely to result in a claim, under the policy, the Insured, or any other person covered by the policy must;

- a. take all reasonable precautions to prevent further loss, damage, injury, illness or liability;
- b. inform the police immediately if property is lost, stolen or maliciously damaged;
- c. notify the Insurer immediately of the event by telephoning **the dedicated Claims line 08448 562028**.
- d. provide us with full written details of the event within 30 days of learning that the event happened;
- e. supply the Insurer with all information and assistance as we may reasonably require;
- f. allow the Insurer to use any legal rights held by The Insured, or held by any other party covered by The policy
- g. allow the Insurer to negotiate, defend or settle the claim;
  - i. In name of the Insured or on behalf of the Insured;
  - ii. In the name of and on the behalf of any other party covered by the policy;
- h. immediately send the Insurer any claim, writ, summons or other proceedings such as an impending prosecution or inquest the Insured may become aware of;
- i. as far as possible preserve any products, plant, appliances or other items which might prove necessary or necessary as evidence until we have had an opportunity of an inspection

### Employers Liability

In the event of a work place incident where the employee is injured or made ill, it is important that these are reported as soon as possible. Our experience has shown that early incident notification is the key to effective medical and vocational rehabilitation.

Our Reportline service is staffed by trained operators to make it as easy as possible for policyholders to report incidents quickly: helping satisfy legal obligations to the HSE and other enforcing authorities and ensuring that those injured or made ill at work get the benefit of early medical and vocational support

Notify the Insurer immediately by telephone on our dedicated rapid 24 hour 365 day **Reportline 02920 266269**

- (a) A trained operator will make sure the necessary information is captured to help our Medical & Rehabilitation supplier give the optimum levels of medical support.
- (b) To help policyholders ensure HSE compliance, a report form is generated for all reportable incidents
- (c) More serious incidents (such as fatal accidents and major injuries) trigger a fast track service for the earliest possible intervention by a Case Manager
- (d) Controlled access to the Reportline website provides an authorised person with comprehensive analysis of incident data to help improve Health and Safety management

### Reportline covers

- i. All RIDDOR reportable incidents
- ii. Work related stress absences
- iii. Work related post traumatic stress disorders
- iv. Work related incidents causing employees to go onto restricted duties
- v. Work related incidents causing delayed absence

## Your Right To Complain

Every effort is made to ensure you receive a high standard of service. If you are not satisfied with the service you have received, you should contact:-

Customer Relations Manager  
 Chartis Insurance UK Limited  
 2-8 Altyre Road  
 Croydon  
 CR9 2LG  
 Email: [uk.customer.relations@chartisinsurance.com](mailto:uk.customer.relations@chartisinsurance.com)

To help the Insurer to deal with your comments quickly, please quote your Policy/Claim Number and Policyholder/Insured Name  
 We will do our best to resolve any difficulty directly with you, but if we are unable to do this to your satisfaction you may be entitled to refer any dispute to the Financial Ombudsman Service who will review your case. The address is:

Financial Ombudsman Service  
 South Quay Plaza  
 183 Marsh Wall  
 London  
 E14 9SR

The complaints procedure for Section 4B (Management Protector – Commercial Legal Expenses) is set out in that Section.

## Definitions Applicable to all Sections

<b>Insurer</b>	Chartis Insurance UK Ltd
<b>Insured</b>	means the party referred to in Item 1 of the Schedule.
<b>Insured Person(s)</b>	means any director, partner, or employee of the Insured and, where the Insured is a sole proprietor of the business, the Insured or principal
<b>Period of Insurance</b>	means the period set out in the Schedule
<b>Business</b>	means the business set out in the Statement of Fact.
<b>Policy Territory</b>	means Great Britain, Northern Ireland, Isle of Man and the Channel Islands.
<b>Premises</b>	means the premises referred to in the Statement of Fact.
<b>Damage</b>	means physical loss or destruction of, or damage to, tangible property.
<b>The Policy</b>	means the Material Damage, the Business Interruption, the Employers' Liability, and Property Owners Liability, sections contained herein.

See also Definitions applicable to individual sections of The Policy.

### SECTION 1

## Material Damage (“All Risks”)

### Insuring Agreement

In the event of Damage to the Property Insured (or any part thereof) by an Insured Event, the Insurer will by payment or at its option by reinstatement or repair indemnify the Insured for such Damage.

The sums insured under this Section include costs and expenses, other than where the costs and expenses arise from pollution of or contamination to the Property Insured. Costs and expenses necessarily incurred by the Insured with the consent of the Insurer in:-

1. removing debris, from the site of such property Damaged and the area immediately adjacent to such site
2. dismantling and/or demolishing
3. shoring up or propping
4. the clearing of drains and sewers

will be paid as part of the sum insured up to an amount not exceeding 10 % of the sum insured.

### Money Extension

The Insurer will, subject to the terms, conditions and exclusions to this Extension, and of the Material Damage section and the General Conditions and General Exclusions to the Policy, indemnify the Insured against Damage to:

1. Money
2. safes or strong rooms which usually contain Money caused by theft or attempt thereat
3. Money from fixed collection, Limit £500 anyone Period of Insurance

provided always that the Insured shall keep a complete account of Money in transit and on the Premises.

### Definitions in respect of this Extension:

For the Purposes of this extension

1. Money shall mean cash, bank & currency notes, postal orders, cheques, bankers drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National savings certificates, National Insurance stamps, stamped or franked National Insurance Cards, Holiday-with-pay stamps, Premium Savings bonds, luncheon Vouchers, trading stamps, credit card sales vouchers, consumer redemption vouchers, National Health Prescriptions and gift tokens accepted by the Insured and VAT purchase invoices, all pertaining to the business and belonging to the Insured or for which you are responsible
2. Business Hours shall mean any time an Insured Person(s) with responsibility for Money are in the business portion of the Insured's premises for the purposes of the Insured's Business

### Special Conditions in respect of this Extension:

It is a condition precedent to liability that

1. in respect of loss of Money from a locked safe or locked strong room that all keys (except those deposited with a bank) for safes and strong rooms containing and notes of combination locks letters and numbers must be held in the personal custody of an authorised key-holder or removed from the premises.
2. Money in transit outside the Premises is to be accompanied by the following number of able bodied adults during transit and until disbursement, except when in bank night safe:

i. up to £2,500	1 able bodied adult
ii. £2,501 and £6,000	2 able bodied adults
iii. £6,001 and £12,500	3 able bodied adults
iv. over £12,500	by a security company approved by the Insurer.

### Exclusions in respect of this Extension:

This Extension does not cover

1. Money taken from an unattended vehicle;
2. loss to the Insured due to the use of counterfeit Money;
3. shortage due to error or omission or resulting from a safe or strong room being opened by a key left on the Premises whilst closed for business

### Personal Accident (Assault) Extension

If any Insured Person suffers Bodily Harm which results, within two years, in death or Disablement and such Bodily Harm shall have been sustained solely and directly as a result of robbery or hold-up or any attempt thereat while such Insured Person is engaged in the Business the Insurer will subject to the terms, conditions and exclusions to this Extension, and of the Material Damage section and the General Conditions and General Exclusions to the Policy, pay the Benefit stated on the Schedule to the Insured.

### Definitions in respect of this Extension:

For the Purposes of this extension

1. Bodily Harm shall mean injury by outward violent and visible means which results in death or Disablement.
2. Disablement shall mean disablement which totally prevents an Insured Person from carrying out all parts of his usual occupation for the Insured. Disablement shall include Loss of Limb and Loss of Eye.
3. Loss of Eye shall mean total and irrecoverable loss of sight.
4. Loss of Limb shall mean permanent total loss of use of an entire hand, arm, foot or leg.

## Commercial Combined – Property Owners

### Special Conditions in respect of this Extension:

It is a condition precedent to liability that

1.
  - i. Benefit shall not be payable in respect of any one Insured Person under more than one of the Benefits a] to c] in connection with the same incident.
  - ii. On the happening of any incident giving rise to a claim under Benefits a] to d] this Extension shall thereafter cease to apply in respect of the Insured Person
  - iii. There shall have been permanent total disablement for 104 weeks before Benefit c] becomes payable.
  - iv. The rate of weekly benefit shall not exceed the rate of the Insured Person's pre-accident weekly earnings.
  - v. No sum payable under this Extension shall carry interest.
  - vi. No Benefit shall be payable due solely to inability to take part in sports or pastimes.
2. All certificates, information and evidence required by the Insurer shall be furnished free of expense to and in the form prescribed by the Insurer. The Insured Person shall as often as required submit to medical examination on behalf of and at the expense of the Insurer in connection with any claim.
3. The Insured or the Insured's personal representatives' receipt shall discharge the Insurer. The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Insurer. If the Insured comprises more than one party having interest in the Insured Person the Benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by this Extension.

### Exclusions in respect of this Extension:

This Extension does not cover

1. Bodily Harm or death or Disablement consequent upon or contributed to by:
  - i. the Insured Person having any physical or mental defect or infirmity which was known to the Insured or the Insured Person at the inception of this insurance or prior to the latest renewal thereof and which had not been declared to and accepted in writing by the Insurer.
  - ii. Bodily Harm sustained by any Insured Person before attaining the age of fifteen years or after the expiry of the Period of Insurance during which such person attains the age of seventy years.
  - iii. Money from any amusement gaming machine or vending machine that has not been declared to ourselves prior to inception

### Equipment Breakdown Extension

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The Insurer will, subject to the terms, conditions and exclusions to this Extension, and the Material Damage and Business Interruption sections and the General Conditions and General Exclusions to the Policy, indemnify the Insured against loss caused by or resulting from an Accident to Covered Equipment.

### Definitions in respect of this Extension

For the purpose of this Extension

1. Accident shall mean direct physical loss as follows:
  - i. electrical or mechanical Breakdown, including rupture or bursting caused by centrifugal force;
  - ii. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
  - iii. Explosion or Collapse of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus (not being a boiler or economiser on the Premises) in which internal pressure is due to steam only and belonging to or under the control of the Insured;
  - iv. loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such boilers or equipment; or
  - v. loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such equipment. If an initial Accident causes other Accidents, all will be considered one Accident. All Accidents that are the result of the same event will be considered one Accident.
2. Breakdown shall mean the actual breaking failure distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work; fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative, or the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.
3. Collapse shall mean the sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Equipment caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).
4. Computer Equipment shall mean Property Insured that is electronic computer or other data processing equipment, including media and peripherals used in conjunction with such equipment.
5. Covered Equipment shall mean Property Insured built to operate under vacuum or pressure, other than weight of contents, or used for the generation,

## Commercial Combined – Property Owners

transmission or utilisation of energy.

None of the following is Covered Equipment:

- i. structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building;
  - ii. insulating or refractory material;
  - iii. sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
  - iv. water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
  - v. vehicle, aircraft, floating vessel or any equipment mounted on such vehicle, aircraft or floating vessel;
  - vi. dragline, excavation or construction equipment;
  - vii. equipment manufactured by the Insured for sale; or
  - viii. tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands or any part requiring periodic renewal.
6. Explosion shall mean the sudden and violent rending of the Covered Equipment by force of internal steam or action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the Covered Equipment together with forcible ejection of the contents.
7. Media shall mean all forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

### Additional Coverages in respect of this Extension

The following coverages also apply to loss caused by or resulting from an Accident to Covered Equipment. These coverages do not provide additional amounts of insurance.

1. **Hazardous Substances**  
The Insurer shall be liable for the additional cost to repair or replace covered property because of contamination by a hazardous substance. This includes the additional expenses to clean up or dispose of such property.  
Hazardous substance means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.  
Additional costs mean those beyond what would have been required had no hazardous substance been involved.  
The Insurer shall not be liable for more than £10,000 for loss or damage under this coverage, including, if shown as covered, actual loss of Business Interruption sustained, and loss under Perishable Goods coverage.
2. **Computer Equipment, Reinstatement of Data and Increased Costs of Working**
- A. The Insurer shall be liable under this extension for loss or damage caused by or resulting from an Accident to Computer Equipment. The liability of The Insurer in any one Period of Insurance shall not exceed

£250,000 in respect of damage to Computer Equipment.

- B. In addition the Insurer shall be liable for costs incurred in reinstating data lost or damaged in consequence of an Accident to Computer Equipment.

Provided that

- a liability is limited solely to the cost of reinstating data onto Media
  - b The Insurer shall not be liable for any losses discovered later than six months after the loss was initiated
  - c the liability of The Insurer shall not exceed £25,000 in respect of such costs
  - d the Insurer shall not be liable for loss of or damage to software
  - e the Insurer shall not be liable under this Additional Coverage for costs more specifically described under The Increased Costs Of Working coverage
- C. In addition the insurer will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the Insured. The total liability of The Insurer in any one Period of Insurance shall not exceed £25,000 in respect of such additional costs.

### 3 Expediting Expenses

With respect to damaged covered property, the Insurer shall be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement. The Insurer shall not be liable for more than £50,000 for loss or damage under this coverage.

### 4 Deterioration of contents of deep freezers & refrigerators

This Policy covers Damage to goods in refrigeration compartments situated at the Premises by deterioration or putrefaction caused by:

- i. rise or fall in temperature as a result of breakdown, stoppage or failure from any inherent cause of the said appliance.
- ii. action of refrigerant fumes escaping from the said appliance.
- iii. failure of the public supply of electricity and/or gas due to any cause not following the deliberate act of the supply authority or the exercise by such authority of its power to withhold or restrict supply.
- iv. any other extraneous cause happening during the Period of Insurance referred to in the Schedule.

Provided that:

- i. The total liability of the Insurer shall not exceed £15,000 or as detailed in the Schedule whichever is the least
- ii. It is warranted by the Insured that any cabinet more than three years old is maintained under a service contract with a recognised refrigeration engineer.

## Commercial Combined – Property Owners

- iii. The Insurer shall not be liable for loss caused by incorrect setting of thermostats or automatic controlling devices.

### Special Conditions in respect of this Extension

It is a condition precedent to liability that

- 1. The Insured shall exercise due diligence in ensuring that insured items are properly maintained and used in accordance with manufacturers' recommendations and in taking reasonable precautions to prevent loss or damage.

### Exclusions in respect of this Extension

This Extension does not cover

- 1. loss or damage caused by or resulting from:
  - i. a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or an insulation breakdown test of any type of electrical equipment;
  - ii. any defect, virus, loss of data or other situation within media;
  - iii. lack of power, light, heat, steam or refrigeration that is caused by an Accident to property not at the insured premises, except as provided under Deterioration of contents of deep freezers & refrigerators coverage;
  - iv. depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. But if loss or damage from an Accident results, the Insurer shall be liable for that resulting loss or damage;
  - v. fire (including fire resulting from an Accident); or water or other means used to extinguish a fire;
  - vi. explosion of gas or unconsumed fuel within the furnace of any boiler or fired vessel or within the passages from that furnace to the atmosphere;
  - vii. any other explosion except as specifically provided in the definition of Accident;
  - viii. lightning; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; or sprinkler leakage;
  - ix. breakage of glass; falling objects; weight of snow, ice or sleet; freezing (caused by cold weather); collapse; or molten material;
  - x. water damage (including water damage resulting from an Accident);
  - xi. flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or
  - xii. any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, tsunami or volcanic action.
- 2. In respect of any Insured whose Computer Equipment has a replacement value greater than £5,000, damage to such Computer Equipment caused by an Accident to that equipment unless the Insured has a maintenance agreement in force with the manufacturer or other approved company providing for:

- i. free repairs to or replacement of the equipment following an Accident caused by any internal cause other than the negligence of the Insured; and
  - ii. preventive maintenance or adjustment of mechanical or moving parts.
- 3. loss or damage recoverable under the maintenance agreement or any warranty or guarantee, or which would be recoverable but for breach of the Insured's obligations under the agreement.
- With respect to Business Interruption, any delay in resuming operations due to the need to reconstruct or re-input data or programs on media

### Definitions – Material Damage (“All Risks”)

- 1. Property Insured means the real and personal property described in the Schedule unless excluded
- 2. All Other Contents means:
  - i. documents, manuscripts, plans, designs and business books, but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein;
  - ii. patterns, models and moulds, for an amount not exceeding £5,000;
  - iii. computer system records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein, for an amount not exceeding £5,000;
  - iv. computer systems records, deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description and books (written and printed) are held to be insured for an amount not exceeding £2,500 whilst temporarily removed to any premises not in the Insured's occupation and whilst in transit by road, rail or inland waterway all in the United Kingdom;
  - v. Prints, paintings, drawings, pieces of tapestry, sculptures, or other works of art for an amount not exceeding £1,000 in respect of anyone article;
  - vi. Personal Possessions of managers' principles' directors' partners' voluntary workers' and employees'. For this purpose “personal possessions” means personal articles worn used or carried about the person including instruments sports and other equipment and tools for use in connection with your business but excluding money securities and stamps, jewellery, articles of precious metal, furs and pedal cycles. For an amount not exceeding £500 per person
- 3. Insured Event means any accidental physical cause occurring during the Period of Insurance, at the Premises or as otherwise provided for by Endorsement.
- 4. Money means money, stamps, cash, bank and currency notes, cheques, banker's drafts, money orders, postal orders, traveller's cheques, bills of exchange, the prepaid value stored by any franking

## Commercial Combined – Property Owners

machine. Money shall also include crossed bankers' drafts, credit card sales vouchers, Premium Savings bonds, National Savings certificates, unused units in postage stamp franking machines, and VAT purchase invoices.

### Extensions – Material Damage (“All Risks”)

1. **Fire Extinguishing Expenses** – This Policy will provide cover for the cost of replenishment and restitution of fire extinguishing appliances and fire detection equipment in whole or in part used in the process of minimising Damage incurred hereby.
2. **Keys & Locks** – The Insurers will pay all costs reasonably incurred by the Insured in the repair or replacement of mechanical door locks following theft of keys from the Premises, provided that the liability of the Insurer shall not exceed £1,000 for any one Insured Event.
3. **Metered Utilities** – This Policy covers the costs for which the Insured is responsible for additional electricity, gas, water or oil charges as the result of Damage caused by an Insured Event except in respect of Damage which is not discovered and remedial action taken within 30 days. Limit £25,000 in the aggregate in any one Period of Insurance
4. **Unauthorised Use of Utilities** – This Policy covers the cost for which the Insured is responsible for additional electricity, gas, water or oil charges as the result of persons occupying any Premises without the Insured's authorisation. Provided that the Premises are inspected at least weekly by a responsible person on the Insured's behalf and all reasonable action is taken to stop such unauthorised use as soon as possible. Limit £25,000 in the aggregate in any one Period of Insurance
5. **Underground Services** – The insurance by any item on the buildings extends to cover expenses necessarily and reasonably incurred in clearing, cleaning and/or repairing drains, gutters sewers, pipes, cables and telecommunication cables (which are the responsibility of the Insured) in consequence of any event hereby insured against the premises.
6. **Capital Additions** – The insurance by any item extends to include newly acquired or constructed premises and additions and extensions to the property insured (but not appreciation in value) made after the commencement of each annual period of insurance for an amount not exceeding
  - i. In respect of newly acquired or constructed premises; £1,000,000 or 10% of the total sum insured on similar property whichever is the less
  - ii. In respect of additions and extensions to the property; £500,000 or ten per cent of the total sum insured on similar property whichever is the less.It being understood that the value of any such additions will be declared as soon as practical and the Insured will pay the appropriate additional premium from inception of the additional cover
7. **Trace and Access** – In the event of Damage resulting from escape of water or oil (following accidental damage to tanks apparatus or pipes) under an Insured Event the insurance extends to include costs necessarily and reasonably incurred in locating the source of the damage in order to effect repairs and the

costs of making good. Limit £25,000 in respect of any one claim

8. **Landscaped Grounds** – The Insurers will pay all costs reasonably incurred by the Insured in reinstating or repairing landscape gardens or grounds following Damage caused by an Insured Event. Limit £25,000 in respect of any one claim

### General Conditions – Material Damage (“All Risks”)

1. **Notice** – Immediate notice shall be given by the Insured to the Insurer when any buildings forming part of the Property Insured become unoccupied.
2. **Day One (Non - Adjustable)** – For the sum insured stated in items 1 & 2 of the Schedule the liability of Insurer shall in no case exceed 125% of the Declared Value in respect of each item. The Insured having stated in writing the Declared Value incorporated in each item to which this condition applies the premium has been calculated accordingly.
  - i. “Declared Value” shall mean the Insured's assessment of the Cost of Reinstatement of the Property Insured arrived at in accordance the Reinstatement condition at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides due allowance for:-
    - a) the additional cost of reinstatement to comply with Public Authorities' requirements
    - b) Professional Fees
    - c) Debris Removal Costs
  - ii. At the inception of each Period of Insurance the Insured shall notify the Insurers of the Declared Value of the Property Insured by each of the said items. In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.
  - iii. Special Provision d of the Reinstatement condition is amended to read:-

Each item insured under this condition is declared to be separately subject to the following Condition of Average namely:-

If at the time of loss destruction or damage the Declared Value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph a) above) at the inception of the Period of Insurance then the Insurer's liability for any loss destruction or damage hereby insured shall be limited to that proportion thereof which the Declared Value bears to such cost of reinstatement
3. **Professional Fees** – The Insurer will meet legal and other professional fees reasonably and necessarily incurred in connection with the reinstatement of the Property Insured for an amount not exceeding 12.5% of the relevant sum insured and not in addition to the sum insured, but not those costs incurred in connection with the making of any claim under this insurance.
4. **Average** – The sums insured as stated in the Schedule are each separately subject to the following condition of average: If such sum shall at the

## Commercial Combined – Property Owners

commencement of any Damage be less than the total value of the Property Insured covered within such sum insured, the amount payable by the Insurer in respect of such Damage shall be proportionately reduced.

5. **Reinstatement** – In the event of Damage to buildings or machinery, the amount payable under this policy shall be the cost of reinstatement of the buildings or machinery Damaged, subject to the Special Provisions set out below. Reinstatement shall not include improving upon the condition of any property when new.

### Special Provisions

- i. The reinstatement or repair shall be undertaken without unreasonable delay.
  - ii. When any buildings or machinery are damaged in part only the liability of the Insurer shall not exceed the sum representing the cost which the Insurer could have been called upon to apply for reinstatement if the said buildings and machinery had been wholly destroyed.
  - iii. No payment beyond the amount which would have been payable pursuant to this clause if this condition had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
  - iv. Each item insured under this condition is declared to be separately subject to the following Condition of Average, namely:-  
If at the time of reinstatement the sum representing eight-five per cent of the costs which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the relevant sum insured thereon at the time of any loss or at the commencement of any Damage to such Property Insured then the Insured shall be considered as being their own insurer for the difference between the relevant sum insured and the sum representing the cost of reinstatement of the whole of the Damaged Property Insured and shall bear a rateable proportion of the loss accordingly.
  - v. No payment which would otherwise be covered by this insurance shall be made if any claim or loss is recoverable under any other insurance unless in excess of the limit of that insurance. Where by reason of the above Special Provisions no payment is to be made beyond the amount which would have been payable pursuant to this clause if this condition had not been incorporated therein the rights and liabilities of the Insurer and the Insured in respect of the Damage shall be subject to the terms and conditions of this clause, including any Condition of Average therein, as if this condition had not been incorporated therein.
6. **Public Authorities** – The Policy covers in respect of buildings and machinery such additional cost of reinstatement of the Damaged property thereby insured as may be incurred solely by reason of the necessity to comply with the Stipulations of
- i. European Union Legislation or
  - ii. Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority
- Provided that:-
- i. the amount recoverable under this extension shall not include:-
    - a) the costs incurred in complying with any of the aforesaid Stipulations under which notice has been served upon the Insured prior to the happening of Damage,
    - b) the amount of any rate, tax, duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Stipulations.
  - ii. the work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the Damage or within such further time as the Insurer may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Stipulations so necessitate) subject to the liability of the Insurer not being thereby increased.
  - iii. the total amount recoverable under this clause shall not exceed the relevant sum insured thereby except that for loss under this provision that is covered only by reason of the Equipment Breakdown Extension, the total amount recoverable under this provision shall not exceed £15,000.
9. **Disclosure of Interest** – The nature and extent of any interest of a party supplying property to the Insured under a hiring, leasing, or similar agreement shall be disclosed in the event of Damage.
10. **Contracting Purchaser** – If at the time of Damage the Insured shall have contracted to sell their interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such Damage by or on behalf of the purchaser) shall be entitled to benefit of the insurance by this section without prejudice to the rights and liabilities of the Insured or the Insurer until completion.
11. **Non-Invalidation** – This insurance shall not be invalidated by reason of anything being done or omitted to be done in respect of any portion of the Premises not occupied by the Insured, whether constituting an increase in risk or not, provided that the Insured immediately they become aware thereof shall inform the Insurer and pay such reasonable additional premium as the Insurer may require.
12. **Subrogation Waiver** – In the event of a claim arising under this Policy, the Insurer agrees to waive any rights, remedies or relief, to which they might become entitled by subrogation against any
- i. Subsidiary or Holding Company of the Insured, or any company which is a Subsidiary of a Holding Company of the Insured (in each case within The Companies Act, 1985).
  - ii. Tenant of the Insured who has contributed to the cost of the insurance against the Damage caused except in the case of Damage caused by the tenant's malicious or criminal act(s)
13. **Tenants' Improvements** – The insurance by each item covering contents, other than those applying to stock and materials in trade is understood to include

## Commercial Combined – Property Owners

- tenants' alterations and improvements to landlord's property for which the Insured is responsible.
14. **Automatic Reinstatement of Loss** – The sums insured hereby (excluding those in respect of stock) shall be automatically reinstated following Damage by an Insured Event upon the Insured paying an appropriate additional premium provided that the Insurer may exercise its option under General Condition 1 (Cancellation Clause).
15. **Workmen** – Workmen may be contracted for the purpose of minor extensions or alterations, installations, maintenance and the like without affecting this policy.
16. **Temporary Removal – Cleaning** – Subject to the following provisions, the Property Insured by this Section (other than Stock and materials in trade or merchandise if insured hereby) is covered whilst temporarily removed for cleaning, renovation or repair elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway in Great Britain and Northern Ireland. The amount recoverable under this extension in respect of each item of the Schedule shall not exceed the amount which would have been recoverable had the loss occurred in that part of the Premises from which the property is temporarily removed, nor, in respect of any loss occurring elsewhere than at the said Premises, 10 per cent of the sum insured or £10,000 whichever is the least, by the item after deducting therefrom the value of any Building (exclusive of fixtures and fittings) and Stock and Materials in Trade insured thereby; This extension does not apply to property if and so far as it is otherwise insured nor, as regards losses occurring elsewhere than at the Premises from which the property is temporarily removed, to:-
- Motor vehicles and motor chassis licensed for normal road use
  - Property held by the Insured in trust, other than machinery and plant.
17. **Accidental Damage to Glass** – In the event of accidental Damage to fixed glass at the Premises for which the Insured is responsible the Insurers will indemnify the Insured up to a maximum limit of £5,000 for any one occurrence in respect of the cost of:
- replacement of such glass with glass of a similar quality or as otherwise recommended by the current British Standard Code of Practice
  - temporary boarding up necessarily incurred through breakage of the glass
  - Damage to frames and framework of any description, the cost of silvering, embossing, lettering, bending or ornamenting glass, the cost of removing or replacing any Stock or Contents which may have to be removed to replace the glass up to a limit of £1,000. The Insurer will not make any payment for Accidental Damage:
    - to cracked or scratched glass
    - Damage resulting from repairs or alterations to the Premises or whilst the Premises are vacant or unoccupied.
18. **Contractors** – Where required by a contract condition, the contractor's interest is noted as a joint insured. Subject to any single contracts with a value in excess
- if £250,000 being advised to the Insurer and the Insured paying the appropriate additional premium
19. **Electronic data processing media valuation** – Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this policy does not insure any amount pertaining to the value of such Electronic Data to the assured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.
20. **Flat Roof** – The Insured must ensure that:
- any flat felted roof, or part thereof of the premises shall be inspected at least once every two years by a professionally qualified builder or property surveyor and any defect identified by that inspection be repaired immediately.
  - any guttering is checked for blockages or defects by a competent person at inception or renewal and at six monthly intervals thereafter, any remedial action required to be implemented immediately.
  - a record of all inspections shall be made and retained by the insured.
  - an increased excess of £500 shall apply in respect water ingress to flat roofs.
21. **Unoccupied premises** – Whenever the Premises is not in normal occupation for more than 30 days the Insured must ensure that:
- the premises are secured so as to prevent unauthorised entry by means of:
    - all locks, bolts and other protective devices being in full operation
    - all perimeter fences, walls and gates being kept in good condition
    - seal all letter boxes and openings
  - all sources of fuel, waste, combustible materials and gas bottles are removed from both inside and outside the buildings and tanks of combustible liquids are drained
  - a representative of the Insured carries out an internal physical check of the premises at least every 7 days and ensures that any deficiencies are made good forthwith. In the event of the premises being unoccupied for more than six months, the Insured must ensure that all ground level windows and doors, save for one door to allow access by the Insured be bricked or boarded-up.

### Exclusions – Material Damage (“All Risks”)

The Insurer shall not be liable, under this Section, to make any payment in respect of:

- Consequential loss of any kind or description.
- Damage:-
  - to fences and gates and loose or moveable property stored in the open by theft or any weather condition (other than lightning) or dust, and to

## Commercial Combined – Property Owners

- stock in the open other than as a result of fire, lightning, aircraft, and explosion.
- b. to vehicles licensed for road use (including accessories), caravans, trailers, railway locomotives and/or rolling stock, watercraft or aircraft other than mechanically propelled plant whilst at the Premises.
  - c. to any part of the Property Insured which is being worked upon directly resulting therefrom or caused by any testing, repairing, adjusting, servicing or maintenance operation save as specifically covered by the Equipment Breakdown Extension. This exclusion shall not apply to resulting loss or damage to other Property Insured.
  - d. to livestock, growing crops or trees.
  - e. to jewellery, precious stones, precious metals, bullion, furs, curiosities, antiques, rare books or works of art.
  - f. to land, excavations, piers and jetties.
  - g. to property or structures in the course of construction, erection or installation other than additions or extensions to existing property insured having a contract value of £250,000 or less.
  - h. to any portion of electrical apparatus or electrical installation directly caused by a leakage of electricity or excessive pressure therein or by its own short-circuiting or over-running, other than destruction or damage by fire resulting from such causes save as specifically covered by the Equipment Breakdown Extension.
  - i. caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded, caused by
    - a) pollution or contamination which itself results from a peril hereby insured against
    - b) any peril hereby insured against which itself results from pollution or contamination.
  - j. to property in transit (save as specifically covered by any extension to this section).
  - k. to money, cheques, stamps, bonds, credit cards, securities of any description (save as specifically covered by any extension to this section).
3. Damage caused by:-
- a. infidelity or dishonesty of the Insured or any Insured Person or any of his agents or other persons to whom Property Insured hereunder may be entrusted (except loss of Money discovered within 7 days) nor Damage resulting from the Insured voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence, nor any unexplained loss, mysterious disappearance or loss or shortage disclosed on taking inventory.
  - b. misfiling or misplacing of information.
  - c. explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus (not being a boiler or economiser on the Premises) in which internal pressure is due to steam only and belonging to or under the control of the Insured, save as specifically covered by the Equipment Breakdown Extension; unless Damage by an event not otherwise excluded in this Section ensues and then the Insurer shall be liable only for such ensuing Damage.
- d.
    - a) collapse or cracking of buildings or other structure
    - b) delay, loss of market, gradual deterioration, inherent vice, latent defect, insects of any kind, vermin, marring and scratching, ordinary wear and tear, dampness or dryness of atmosphere, extremes or changes of temperature or humidity, smog, shrinkage, evaporation, loss of weight, rust, wet or dry rot, corrosion, change in colour or texture or flavour or finishbut this shall not exclude Damage if resulting from an event which is not otherwise excluded.
  - e. magnetic or electrical injury or disturbance to data processing media or erasure or disturbance of electronic records or distortion or corruption of information on computer systems or other records, programmes or software save as specifically covered by the Equipment Breakdown Extension.
  - f. solidification of the contents of molten material holding units, molten material transmission lines and/or appurtenances.
  - g. enforcement of any ordinance or law regulating the construction, repair or demolition of the Property Insured except as provided for in the Public Authorities condition attached hereto.
  - h. water or other fluids causing damage to stock if such stock is not on racks, shelves, pallets and/or stillages at least four inches above floor level.
  - i. cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes and pipes, nipple leakage and/or failure of welds or boilers save as specifically covered by the Equipment Breakdown Extension.
  - j. bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes (unless the water be turned off at the mains) and malicious damage when the Premises are empty or not in use.
  - k.
    - a) faulty or defective design, materials, workmanship or errors or omission in processing or operation.
    - b) mechanical or machinery breakdown or electronic or electrical breakdown or derangement save as specifically covered by the Equipment Breakdown Extension.
    - c) interruption of the power or other utility service supplied to the Premises if such interruption occurs away from the Premises, save as specifically covered by the Equipment Breakdown Extension. Unless Damage by an event not otherwise excluded by this Exclusion 3K ensues and then the Insurer shall be liable only for such ensuing Damage.
  - l. changes in the water table level and caused solely by such changes.
  - m. subsidence, landslip or heave.
  - n. normal settlement or bedding down of new structures, cracking, shrinkage or expansion of pavements, foundations, walls, floors or ceilings.



## Commercial Combined – Property Owners

- o. theft contributed to or caused by any person lawfully on the Premises
- 4. Damage caused by storm, tempest, flood, burst pipes or malicious acts whenever the Premises is not in normal occupation for a period of more than 30 days.
- 5. Property more specifically insured

### SECTION 2

## Business Interruption (“All Risks”)

### Insuring Agreement

In the event of the Business carried on by the Insured at the Premises being interrupted or interfered with the Insurer will pay to the Insured in respect of each Item specified in the Schedule the amount of loss resulting from such interruption or interference up to the limits stated in the Schedule provided that there shall be in force insurance under Section 1 of this Policy and that payment shall have been made (or would have been made apart from the application of any excess or deductible) under Section 1 of this Policy or liability admitted therefore under such insurance.

### Loss of Rent Receivable

The Insurance under Item No 2 is limited to (a) loss of Rent Receivable and (b) increase in cost of working and the amount payable as indemnity thereunder shall be:-

- i. in respect of loss of Rent Receivable: the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the Damage under Section 1 fall short of the Standard Rent Receivable
- ii. In respect of increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage under Section 1, but not exceeding the amount of the reduction in the Rent Receivable thereby avoided, less any sum saved during the Indemnity Period in respect of such of the expenses and charges of the Business payable out of the Recent Receivable as may cease or be reduced in consequence of the Damage under Section 1 provided that if the sum insured by this item be less than the Annual Rent Receivable (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

In the event of loss arising from an event insured under the Equipment Breakdown Extension of Section 1 the Insurer shall be liable for not more than £50,000 in respect of any one occurrence

### Loss of Book Debts

If the Insured's books of account or other business books or records at the Premises be subject to Damage under Section 1 and the Insured in consequence thereof be unable to trace or establish the Outstanding Debit Balances in whole or in part then the Insurer will pay to the Insured the amount of loss resulting from such Damage under Section 1 in accordance with the provision herein contained. The insurance by Item 3 of the Schedule in respect of Business Interruption is limited to:

1. outstanding debit balances as set out in the Insured's books of account reduced by the amounts received or traced in respect thereof and bad debts, and further adjusted for
  - i. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the Insured's books of account at the time of the Damage under Section 1) during the period between the date to which the said last amount declared relates and the date of the Damage under Section 1;
  - ii. any abnormal condition of trade or special circumstances affecting the Business either before or at the time of the Damage under Section 1;
2. the additional expenditure necessarily and reasonably incurred in consequence of the Damage under Section 1 in tracing or establishing debit balances after the Damage under Section 1; provided that if the sum insured by this item be less than the debit balances the amount payable shall be proportionately reduced.

### Definitions – Business Interruption

1. Indemnity Period means the period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage.
2. Maximum Indemnity Period means the period specified in the Schedule.
3. Rent Receivable means the amount of the rent and other income received or receivable from the letting of the Premises and for services rendered thereat.
4. Standard Rent Receivable means the Rent Receivable during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period.
5. Annual Rent Receivable means the Rent Receivable during the twelve months immediately before the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.
6. Outstanding Debit Balances means the amounts owed and unpaid to the Insured by their customers for goods sold and delivered and for services rendered in the course of the Business at the Premises. Outstanding Debit balances shall include Value Added Tax.

### Extensions – Business Interruption (“All Risks”)

Subject to the terms, conditions and exclusions to this Extension and of the Business Interruption section and the General Conditions and General Exclusions to the Policy, and provided that, after the application of all other terms of this Section 2, the total liability under this extension in respect of any one occurrence shall not exceed the sum

## Commercial Combined – Property Owners

insured stated in item 3 of the schedule, cover is extended under Section 2 as follows:

Loss resulting from interruption of or interference with the Business in consequence of Damage in the undernoted situations or to property as undernoted shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises:

1. **Prevention of Access** – Property in the vicinity of the Premises, Damage to which shall prevent or hinder the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall be damaged or not, but excluding Damage to property of any supply undertaking from which the Insured obtains electricity, gas or water or telecommunications services which prevents or hinders the supply of such services, to the Premises. The total liability under this extension in respect of any one occurrence shall not exceed the sum insured stated in item 4 of the schedule

2. **Failure of Public Utilities** – Accidental total or partial failure of water, gas, electricity, telecommunications or data transmission services at the terminal end of the service feed to the Premises of the Insured in consequence of Damage. Provided that the Insurer will not be liable

- i. where such failure is for a period of less than six hours.
- ii. as a result of any fault in any part of the installation of the Insured at the Premises
- iii. for any loss as a result of Damage not within the Territorial Limits
- iv. for any loss as a result of Damage to or of any satellite or non-land based system
- v. for any loss sustained after 1 month from the commencement of the failure.

The total liability under this extension in respect of any one occurrence shall not exceed the sum insured stated in item 4 of the schedule

3. **Specified Disease Cover** – Notwithstanding the general requirement that payment is made under Section 1 of this Policy (or would have been made apart from the application of any excess or deductible) this Extension (only) provides cover in respect of loss arising from:

- i. a) any occurrence of a Specified Disease (as defined below) at the Premises or attributable to food or drink supplied from the Premises  
b) any discovery of an organism at the Premises likely to result in the occurrence of a Specified Disease
- ii. the discovery of vermin or pests at the Premises
- iii. any accident causing defects in the drains or other sanitary arrangements at the Premises

which causes restrictions on the use of the Premises on the order or advice of the competent local authority,

OR

- iv. any occurrence of murder or suicide at the Premises.

### SPECIAL PROVISIONS

i. Specified Disease shall mean illness sustained by any person resulting from:

Acute Encephalitis  
Anthrax  
Chickenpox  
Cholera  
Diphtheria  
Dysentery  
Erysipelas  
Food or Drink Poisoning  
Legionellosis  
Leprosy  
Leptospirosis  
Lyme Disease  
Malaria  
Measles  
Meningococcal Infection  
Mumps  
Ophthalmia Neonatorum  
Paratyphoid Fever  
Plague (bubonic, pneumonic, septicaemic)  
Poliomyelitis  
Puerperal Fever  
Rabies  
Rubella  
Scarlet Fever  
Smallpox  
Tetanus  
Toxoplasmosis  
Tuberculosis  
Typhoid Fever  
Typhus  
Viral Haemorrhagic Fever  
Viral Hepatitis (types A, B & C)  
Whooping Cough  
Yellow Fever

ii. For the purpose of this Extension:

Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the occurrence discovery or accident, beginning with the date from which the restrictions on the Premises are applied (or in the case of iv above, the date of the occurrence discovery or accident) and ending not later than the Maximum Indemnity Period thereafter.

Premises shall mean only those Locations specified in the Policy Schedule and situate in Great Britain or Northern Ireland

iii. The Insurer shall not be liable under this extension for any costs incurred in the cleaning, repair, replacement, recall or checking of property

iv. The Insurer shall only be liable for loss arising at those Premises which are directly subject to the occurrence discovery or accident

v. Notwithstanding Special Provision (iii), the insurance by this extension extends to include the

## Commercial Combined – Property Owners

costs and expenses necessarily incurred with the consent of the Insurer in

- (a) cleaning and decontamination of property used by the Insured for the purpose of the Business (other than stock in trade),
- (b) removal and disposal of contaminated stock in trade,

at or from the Premises.

vi. The maximum the Insurer will pay under this extension is 5% of the Business Interruption sum insured in respect of any one loss and £100,000 in respect of the total of all losses occurring during the Period of Insurance.

4. **Managing Agents Premises** – Property at the Premises of any managing agent of the Insured employed for the collection of Rent Receivable within the Policy Territory.  
The total liability under this extension in respect of any one occurrence shall not exceed the sum insured stated in item 4 of the schedule
5. **Loss of Investment Income** – Where the Insurer makes a payment to the Insured in respect of loss of Rent Receivable and this payment is received later than the date when the Insured would usually have received payment from a lessee then the Insurers will make further payment in respect of the interest which would have been earned by placing the money in the Insured's normal deposit account during the delay period.
6. **Capital Additions** – The insurance extends to cover Rent Receivable from newly acquired or constructed premises and additions and extensions to the property insured made after the commencement of each annual period of insurance for an amount not exceeding £500,000 or 10% of the total sum insured on Rent Receivable whichever is the less. It being understood that the value of any such additions will be declared as soon as practical and the Insured will pay the appropriate additional premium from inception of the additional cover
7. **Residential Property** – In the event of Damage resulting in a residential building becoming uninhabitable or access to a residential building being prevented then cover is extended to include the cost of renting alternative accommodation and any additional expenditure necessarily and reasonably incurred by the lessee or the Insured. Limit 20% of the sum insured on Buildings at the residential building where Damage has occurred.

2. **Accountants** – Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer for the purpose of investigation or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates. The Insurer will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Insurer under this Section and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

### **General Conditions – Business Interruption (“All Risks”)**

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1. **Automatic Reinstatement of Sum Insured** – In consideration of the sum insured not being reduced by the amount of any loss the Insured shall pay the appropriate additional premium as requested by the Insurer on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.

### SECTION 3

## Employers Liability & Property Owners Liability

### Employers Liability

1. The Insurer will indemnify the Insured against
  - i. all sums which the Insured shall become legally liable to pay as damages and claimants' costs and expenses in respect of Bodily Injury sustained by any Employee arising out of and in the course of their employment by the Insured in the Business and caused during the Period of Insurance within the Policy Territory, or to Employees employed in the Policy Territory and temporarily engaged elsewhere. Provided that any action for damages is brought against the Insured in a court of law in Great Britain Northern Ireland the Channel Islands the Isle of Man or elsewhere within the European Union.
  - ii.
    - a) the payment of solicitors fees for the representation at any coroner's inquest or inquiry or proceedings in any court arising out of Bodily Injury which may be the subject of indemnity under this Section
    - b) all other costs and expenses in relation to any matter which may form the subject of a claim under this Section incurred with the Insurer's prior written consent.
2. The liability of the Insurer for all amounts payable under this Section of the Policy (including all Extensions and Endorsements to this Section) shall not exceed the limit of indemnity stated in the Schedule this limit being inclusive of all costs and expenses whether they be claimants' legal costs and expenses which the Insured becomes legally liable to pay or costs and expenses incurred by the Insured with the Insurer's prior written consent.
3. The Insured shall repay to the Insurer all sums that the Insurer would not have had to pay but for the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man or within the Continental Shelf around those countries

### Property Owners Liability

1. The Insurer will indemnify the Insured in respect of
  - i. all sums which the Insured shall become legally liable to pay as damages in respect of
    - a) accidental Personal Injury to any person
    - b) accidental Damage
    - c) accidental nuisance accidental trespass or accidental interference with any easement right of air light water or way which occurs during the Period of Insurance within the Policy Territory and arises from and in the course of the Business
  - ii. legal liability for claimants' costs and expenses in connection with i. above
  - iii.

- a) the payment of solicitor's fees for the representation at any coroner's inquest or inquiry or proceedings in any court arising out of a breach or alleged breach of statutory duty resulting in any occurrence specified in 1. above which may be the subject of indemnity under this Section
  - b) all other costs and expenses in relation to any matter which may form the subject of a claim under this Section incurred with the Insurer's prior written consent
2. The liability of the Insurer for all damages payable under this Section 3 Public and Products Liability (including all Extensions and Endorsements ) relating to all and any claimants in respect of an Event shall not exceed the limit of indemnity stated in the Schedule.

### Extensions - Employers Liability

Each of the following Extensions is subject to its own provisos and to the Exclusions - Employers Liability, the General Conditions in Respect of Employers Liability and Public and Products Liability, and the General Conditions and General Exclusions to the Policy.

1. **Unsatisfied Court Judgements** – The Insurer at the request of the Insured will pay to the Employee or the personal representatives of the Employee the amount of any damages and awarded costs to the extent that they remain unsatisfied in whole or in part six months after the date of a Judgement being obtained within any court in Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - i. by any Employee or the personal representatives of any Employee in respect of Bodily Injury sustained by the Employee arising out of and in the course of their employment by the Insured in the Business and caused during the Period of Insurance, and
  - ii. against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man Provided always that
    - a) there is no appeal outstanding against such Judgement
    - b) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the benefits of such Judgement to the Insurer. The liability of the Insurer for all amounts payable under this Extension relating to any claimant or number of claimants in respect of an Event shall not exceed the limit of indemnity stated in the Schedule
2. **Compensation for Court Attendance** – In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under Section 3 the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required
  - i. any Insured Person, save for an Employee, £250
  - ii. any Employee £100.

## Commercial Combined – Property Owners

### 3. Health and Safety at Work - Legal Defence Costs –

The Insurer will indemnify the Insured and if the Insured so requests any Insured Person in respect of legal costs and other expenses incurred with the Insurer's prior written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach or alleged breach of the current relevant Health and Safety Regulations in the absence of Bodily Injury Provided always that:

- i. the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- ii. the proceedings relate to the health safety and welfare of any Employee
- iii. the indemnity will not apply
  - a) to proceedings consequent upon any deliberate act or omission by or on behalf of the Insured if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - b) to any fines or penalties of any kind
  - c) where indemnity is provided by any other insurance
  - d) to proceedings which arise out of any activity or risk excluded by this Section
  - e) to any Deductible stated in the Schedule

The liability of the Insurer for all amounts payable under this Extension relating to all or any claimant(s) in respect of an Event shall not exceed the limit of indemnity stated in the Schedule.

### Extensions – Property Owners Liability

Each of the following Extensions is subject to the provisos and Exclusions - Public and Products Liability, the General Conditions in Respect of Employers Liability and Public and Products Liability, and the General Conditions and General Exclusions to the Policy.

1. **Compensation for Court Attendance** – In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under Section 3 Public and Products Liability the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required
  - i. any director or partner of the Insured £250
  - ii. any Employee £100.
2. **Health and Safety at Work - Legal Defence Costs** – The Insurer will indemnify the Insured and if the Insured so requests Insured Person in respect of legal costs and other expenses incurred with the Insurer's prior written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach or alleged breach of the relevant Health and Safety legislation or any similar legislation in the absence of Personal Injury or Damage Provided always that:
  - i. the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business
  - ii. the proceedings relate to the health safety and welfare of any person other than an Employee
  - iii. the indemnity will not apply

- a) to proceedings consequent upon any deliberate act or omission by or on behalf of the Insured if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission
- b) to any fines or penalties of any kind
- c) where indemnity is provided by any other insurance
- d) to proceedings which arise out of any activity or risk excluded by this Section 3 Public and Products Liability
- e) to any Deductible stated in the Schedule.

The liability of the Insurer for all amounts payable under this Extension relating to all or any claimants in respect of an Event shall form part of the limit of indemnity stated in the Schedule.

### 3. Consumer Protection Act - Legal Defence Costs –

The Insurer will indemnify the Insured and if the Insured so requests any director or partner of the Insured or Employee in respect of legal costs and other expenses incurred with the Insurer's prior written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach or alleged breach of Part II of the Consumer Protection Act 1987 or any similar legislation and the costs of any proceedings awarded against the Insured Provided always that

- i. the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- ii. the indemnity will not apply
  - a) to proceedings consequent upon any deliberate act or omission by or on behalf of the Insured if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - b) to any fines or penalties of any kind
  - c) where indemnity is provided by any other insurance
  - d) to proceedings which arise out of any activity or risk excluded by this Section
  - e) to any Deductible stated in the Schedule.

The liability of the Insurer for all amounts payable under this Extension relating to all or any claimants in respect of an Event shall form part of the limit of indemnity stated in the Schedule.

4. **Data Protection Act** – The Insurer will indemnify the Insured in respect of damages and claimants' costs and expenses arising from any claim or claims under the relevant Data Protection legislation first made against the Insured in writing during the Period of Insurance. Provided always that
  - i. the Insured is registered in accordance with the Act
  - ii. the indemnity will not apply
    - a) to liability caused by or arising from any incident or circumstances known to the Insured at inception or renewal of this Section and which could seriously and reasonably be expected to give rise to a claim
    - b) to any claim(s) made by or on behalf of any Insured Person in connection with employment in the Business

## Commercial Combined – Property Owners

- c) to proceedings consequent upon any deliberate act or omission by or on behalf of the Insured if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission
- d) iv) to any fines or penalties of any kind
- e) v) where indemnity is provided by any other insurance
- f) to proceedings which arise out of any activity or risk excluded by this Section
- g) to any Deductible stated in the Schedule.

The liability of the Insurer for all amounts payable under this Extension relating to all or any claimants in respect of an Event shall form part of the limit of indemnity stated in the Schedule.

5. **Contingent Motor Liability** – Notwithstanding Exclusion 3(i) to Section 3 Public and Products Liability the Insurer will indemnify the Insured and no other party or parties against legal liability arising out of the use by any director or Employee of any private motor vehicle including any trailer or apparatus attached thereto not the property of nor provided by the Insured and being used in the course of the Business. Provided always that indemnity will not apply to liability
- i. in respect of which the Insured is entitled to indemnity under any other insurance
  - ii. in connection with any private motor vehicle while being used outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - iii. in respect of Damage to any such private motor vehicle or its contents.
6. **Defective Premises Act** – The indemnity provided by this Section 3 Public and Products Liability shall include liability attaching to the Insured by virtue of relevant defective premises legislation or similar legislation Provided always that the Insurer shall not indemnify against liability in respect of the cost of remedying any defect or alleged defect of premises disposed of by the Insured.
7. **Overseas Personal Liability** – The Insurer will indemnify the Insured and if the Insured so requests any
- i. Insured Person
  - ii. spouse partner or dependant of the Insured Person who are accompanying such persons against legal liability in respect of Personal Injury or Property Damage incurred in a personal capacity by such individuals whilst temporarily outside their normal country of residence in connection with the Business Provided always that indemnity will not apply to liability
- a) arising out of the ownership or occupation of land or buildings
  - b) where indemnity is provided by any other insurance
  - c) arising out of the ownership possession or use by or on behalf of such individuals of any mechanically propelled vehicle including any trailer or apparatus attached thereto and any vessel or craft made or intended to be airborne or waterborne.
8. **Indemnity to other persons** – The Insurer shall indemnify subject to the terms of the Policy in so far as they can apply any officer director or partner of the

Insured at your request in respect of private work undertaken by an employee for such officer director partner or with the Insured's prior consent

9. **Cross Liabilities** – If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each provided that the total liability of the Company for liability sustained by any or all of the Insured shall not exceed the amount for which the Company would have been liable had such liability been sustained by any one of the Insured

### Definitions – Employers Liability & Property Owners Liability

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1. Bodily Injury shall mean injury sickness or disease or death resulting from such injury sickness or disease and shall include mental injury mental anguish and shock.
2. Business shall mean the business of the Insured as described in the Statement Of Fact and shall also include
  - i. ownership repair and maintenance of the Premises of the Insured
  - ii. the provision and management of canteen social sports and welfare organisations for the benefit of Employees fire first aid medical security and ambulance services
  - iii. private work carried out with the consent of the Insured for any director partner or senior official of the Insured by an Employee.
3. Employee shall mean
  - i. any person under a contract of service or apprenticeship with the Insured
  - ii. any labour master or labour only sub-contractor or person supplied by them
  - iii. any self-employed person
  - iv. any person hired or borrowed by the Insured from another employer under an agreement by which the person is deemed to be employed by the Insured
  - v. any person under a work experience or similar scheme while engaged and working under the direction and control of the Insured in connection with and in the course of the Business.
  - vi. Any voluntary worker.
4. Event shall mean the happening of an injury or loss or damage. Any one claim or series of claims against the Insured resulting from one originating cause (including but not limited to continuous or repeated injurious exposure to substantially the same general conditions) shall be regarded as a single Event for the purposes of this Policy.
5. Financial Loss shall mean a pecuniary or economic loss or expense.
6. Insured shall mean
  - i. the Insured stated in the Schedule
  - ii. at the request of the Insured and in respect of legal liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured:
    - a) any Insured Person
    - b) any officer committee member or voluntary helper of the Insured's canteen social sports

## Commercial Combined – Property Owners

and welfare organisations first aid medical security fire and ambulance services (but excluding medical practitioners while working in a professional capacity).

- c) any principal in respect of legal liability arising out of work performed for or on behalf of such principal by the Insured and then only in respect of legal liability for which and only to the extent that the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
7. Legal Proceedings shall mean litigation arbitration mediation adjudication or any other process of dispute resolution.
8. Notice of adjudication shall mean any notice issued by a party to a contract to which the Housing Grant Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication.
9. Personal Injury shall include but not by way of limitation Bodily Injury false arrest invasion of the right of privacy detention false imprisonment false eviction discrimination libel slander or defamation of character.
10. Products shall mean any goods or products, manufactured constructed repaired serviced treated sold supplied or distributed by the Insured after they have ceased to be in the possession or under the control of the Insured including any container thereof or instructions provided therewith.
11. Offshore Work shall mean embarkation onto a conveyance until disembarkation from such conveyance onto land for the purpose of travel to or from transit between work on any offshore structure platform installation or accommodation vessel.

### **General Conditions – Employers Liability & Property Owners Liability**

The Insurer will not make any payment under this insurance if the Insured fails to comply with the following Special Conditions or fails to observe the terms of this Policy insofar as they relate to anything to be done or complied with.

1. **Reasonable Care** – The Policyholder shall take and/or cause to be taken all reasonable care
  - i. in the selection and supervision of Employees
  - ii. to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require
  - iii. to prevent injury or loss or damage.
2. **Maintenance of Assets** – The Insured shall maintain premises machinery plant equipment vehicles and other business assets in good repair and shall comply with all applicable statutes obligations regulations and requirements imposed by any authority.

### **Exclusions – Employers Liability**

#### **The following exclusions shall apply in respect of Employers Liability only**

The Insurer will not indemnify the Insured in respect of legal liability (or costs and expenses):

1. **Road Traffic Act** – for which with effect from 1 July 1994 compulsory motor insurance or security is required under relevant Road Traffic legislation or any other similar compulsory legislation.
2. **Offshore Work** – In respect of Bodily Injury sustained by any Employee whilst engaged in Offshore Work.

### **Exclusions – Property Owners Liability**

#### **The following exclusions shall apply in respect of Public and Products Liability only**

The Insurer will not indemnify the Insured in respect of legal Liability (or costs and expenses):

1. **Employers Liability** – In respect of Personal Injury sustained by an Employee which arises out of and in the course of his employment by the Insured in the Business.
2. **Workmen's Compensation** – In respect of workmen's compensation attaching to the Insured or his insurer under any workmen's compensation unemployment compensation or disability benefits law or under any similar law.
3. **Automobile Liability Marine Liability Aviation Liability** – In respect of the ownership possession or use by or on behalf of the Insured of
  - i. any mechanically propelled vehicle including any trailer or apparatus attached thereto in circumstances where the Insured is responsible for insurance or equivalent security under any legislation governing the use of such vehicle or where indemnity is provided by any other insurance
  - ii. any vessel or craft made or intended to be airborne or waterborne other than
    - a) watercraft not owned by but used by the Insured for Business entertainment unless the Insured is responsible for insurance
    - b) hand propelled or sailing watercraft not exceeding 8 metres in length used in territorial waters.
4. **Advice Design Specification and Professional Duty** - In respect of
  - i. advice
  - ii. design
  - iii. specification given for a fee or in circumstances where a fee would normally be charged.
5. **Care Custody and Control** – for Damage to property belonging to the Insured or in the care custody or control of the Insured or any Employee other than
  - i. personal effects including vehicles and their contents belonging to managers' principles' directors' partners' voluntary workers' and employees' or visitors of the Insured
  - ii. premises including fixtures and fittings leased or rented to the Insured unless liability is assumed under agreement and would not have attached in the absence of such agreement
  - iii. premises and their contents not belonging to or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business.

## Commercial Combined – Property Owners

6. **Property Being Worked Upon** - for Damage to that part of any property upon which the Insured is or has been working if the loss or damage arises from such work.
  7. **Damage to Products** –
    - i. for Damage to Products
    - ii. for any cost or expense incurred in the inspection repair replacement removal or recall of Products if attributable to any defect therein or the harmful nature or unsuitability thereof.
  8. **Aviation Products** –In respect of any Products which with the knowledge of the Insured are incorporated into any craft made or intended to be airborne.
  9. **Pollution** – In respect of
    - i. pollution directly or indirectly caused by or contributed to by or arising from the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water
    - ii. the cost of removing nullifying or cleaning up smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants discharged dispersed released or escaped into or upon land the atmosphere or any watercourse or body of water
    - iii. fines penalties punitive exemplary or multiple damages relating to the circumstances detailed in (i) above. However this Exclusion does not apply to:
      - a) the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water
      - b) the cost of removing nullifying or cleaning up smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants discharged dispersed released or escaped into or upon land the atmosphere or any watercourse or body of water where the Insured can prove both of the following (A) that the discharge dispersal release or escape is sudden unintended and unexpected and immediately follows and is caused by the puncturing splitting or other breach of or sudden escape from the container holder or other confining structure (B) that the discharge dispersal release or escape begins within the Period of Insurance.
- Expenses for the prevention of any contamination or pollution as herein described shall also form part of this Exclusion and shall not be recoverable hereunder.
10. **Contractual Liability** – In respect of liability which is assumed by the Insured under a contract or agreement and
    - i. arises under any penalty clause or in respect of fines or liquidated damages, or
    - ii. arises out of the sole negligence of third parties, or
    - iii. relates to a legal liability for which compulsory insurance is required by law from a third party unless such liability would have attached to the Insured in the absence of the contract or agreement.
  11. **Libel and Slander** – In respect of a libel or slander
    - i. made prior to the effective date of this insurance
    - ii. made by or at the direction of the Insured with the knowledge of the defamatory character thereof
    - iii. related to advertising broadcasting or telecasting activities including Internet activity other than electronic mail conducted by or on behalf of the Insured.
  12. **Financial Loss** – for Financial Loss unless such loss is a direct result of Personal Injury or Damage for which indemnity is provided by this Section 3 Public and Products Liability.
  13. **North America** – arising in connection with:
    - i. occurrences in the United States of America or Canada
    - ii. occurrences in respect of which legal action or litigation is brought in a court of law within the countries specified in (a) above or where action or litigation is brought in a court of law outside those countries to enforce a judgement therein whether by way of reciprocal agreement or otherwise.
  14. **Asbestos** – directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of mining of use of sale of installation of survey or investigation of management of removal of distribution of existence of or exposure to asbestos products asbestos fibres or asbestos dust or property or materials containing any of the foregoing including without limitation all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses howsoever incurred in the investigation defence and/or settlement of any claim against an Insured or in respect of any other inquest inquiry enforcement action or proceedings in which the Insured may be involved in relation to any of the foregoing

The foregoing shall not extend this Section 3 Public and Products Liability to cover any liability which would not have been covered under the said Section had this Exclusion not been included and for the avoidance of doubt it is expressly stated that it is not the intention of the foregoing or of any other provision of this Section to cover and this section excludes all liability directly or indirectly arising out of legionella, pneumophilia or any similar or other bacterial respiratory illness howsoever where so ever and when so ever arising or contracted

## General Conditions – All Sections

The following are conditions applicable to all Sections of the Policy:

1. **Cancellation** – The Insurer may cancel the insurance by giving thirty (30) days notice by recorded delivery to the Insured's last known address provided that in the event of no claim having been made in the current Period of Insurance the Insurer shall return to the Insured a proportionate part of any additional premium paid for the unexpired Period of Insurance.
  2. **Statutory Requirements Maintenance and Reasonable Precautions** – The Insured at his own expense shall
    - i. take all reasonable precautions to prevent or diminish loss destruction or Damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all Premises in a good state of repair.
    - ii. exercise care in the selection and supervision of employees
    - iii. as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
    - iv. comply with all statutory requirements and other safety regulations imposed by any authority
    - v. keep books with a complete record of purchase and sales
    - vi. bring into full and effective operation all locks bolts alarms and protective devices fitted to the Premises at the inception of this insurance or as subsequently agreed with the Insurer whenever the Premises are closed for business or left unattended Furthermore such protections shall be kept in full and effective working order and shall not be altered or varied without the prior written consent of the Insurer
  3. **Notification and Steps to be taken** – On the discovery of a claim against him or any event which may give rise to a claim by the Insured under any section of the Policy.
    - i. the Insured must as relevant
      - a) notify the Insurer as soon as possible:
      - b) inform the Police immediately if Damage is caused or appears to be caused by thieves, malicious persons or by malicious act:
      - c) send to the Insurer a written claim not later than 30 days (7 days in the case of Damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons if insured by this policy) after the Damage has occurred providing at his own expense all the detailed particulars and evidence regarding the cause and the amount of the Damage as the Insurer may reasonably require:
      - d) forward to the Insurer immediately all letters claims writs, summons process, notice of adjudication or other documents served on the insured or their representative and notify the insured of any impending prosecution, inquest, inquiry or proceedings in any court.
  4. **Fraudulent Claims** – If any claim under this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any Damage or legal liability be occasioned by the wilful act or with the connivance of the Insured all benefit under the Policy shall be forfeited.
  5. **Contribution** – If at the time any claim under the Policy arises there be any other insurance effected by or on behalf of the Insured covering such Damage or liability or any part of it the liability of the Insurer hereunder shall be limited to its rateable proportion of such Damage or liability.
  6. **Subrogation** – The Insured shall at the request and at the expense of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon their making payment in respect of or making good any Damage or liability under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Insurer.
  7. **Arbitration** – If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer.
  8. **Alterations** – Sections 1, 2 and 3 of The Policy will be avoided by the Insurer if
    - i. the Business is wound up or carried on by a Liquidator or Receiver or permanently discontinued or
    - ii. the Insured's interest ceases otherwise than by death or
    - iii. any alteration is made either in the Business or in the Premises or property therein the occupation of any Insured Person or any other circumstances whereby the risk is increased at any time after the
- No admission of liability of promise or payment shall be made without the Insurer's written consent.
- e) promptly take at his own expense all reasonable steps to prevent other Personal Injury or Damage arising out of the same conditions (such expense shall not be recoverable under this policy)
  - ii. The Insurer will be entitled to
    - a) enter any building where Damage has occurred and take and keep possession of the property:
    - b) deal with the salvage in any reasonable manner provided that under no circumstances can the Insured abandon any property to the Insurer
- This Policy shall be proof that the Insured has given to the Insurer the license and authority which it may need to exercise its rights under this condition.

## Commercial Combined – Property Owners

commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Insurer.

9. **Settlement** – The Insurer may
  - i. pay any part or all of the deductible amount to effect settlement of any claim or series of claims against the Insured and in such circumstances the Insured shall promptly reimburse the Insurer for the amount of the deductible paid by the Insurer
  - ii. at its discretion pay to the Insured in connection with any claim or series of claims against the Insured the appropriate limit of indemnity (after deducting any sum or sums already paid) or any lesser amount for which such claim or claims can be settled and shall then relinquish the conduct and control and be under no further liability in connection with such claim or claims except for any additional recoverable expenses incurred prior to the date of such payment. In the event of a claim or series of claims resulting in the liability of the Insured to pay a sum in excess of the limit of indemnity for damages the Insurer's liability for costs and expenses where these are payable in addition to the limit of indemnity shall not exceed an amount being in the same proportion as the limit of indemnity bears to the total payment made by or on behalf of the Insured in settlement
10. **Adjustment** – If the premium for this Policy is calculated on estimates provided by the Insured within a reasonable time after expiry of each Period of Insurance the Insured shall supply to the Insurer such information as is required to adjust the deposit premium and the difference shall be payable by or to the Insured subject to any designated minimum premium
11. **Law and Jurisdiction** – The proper law of this Policy shall be English law (or Scottish law where the Insured's Head Office is in Scotland) and the Courts of England (or Scotland where the proper law of the contract is Scottish) shall have exclusive jurisdiction in all disputes connected with this Policy.
12. **Waiver or Change of Policy Terms** – The terms of this Policy shall not be waived or changed except by Endorsement issued and signed by the Insurer to form a part of this Policy.
13. **Survey** – It is a condition precedent to the Insurer's liability that if this policy has been issued prior to the Insurer's survey, the Insured shall comply with any risk improvements required by the Insurer within the time specified. However should the survey show in the Insurer's opinion that the risk or any part of the risk is unacceptable then the Insurer will retain the right to cancel suspend or alter the terms of the insurance provided by any part of the Policy.
14. **Contract (Rights of Third Parties) Act 1999** – It is hereby understood and agreed that Pursuant to Section 1(a) and Section 1(2) of the Contracts (Rights of Third Parties) Act 1999, nothing in The Policy is intended to confer a directly enforceable benefit on any party other than the Insured or the Insurer. General conditions 3,5,7,8,9,12 and 13 shall not apply to Section 4B (Management Protector - Commercial Legal Expenses). Additional conditions specific to that Section are set out in that Section.
15. **Admission of Liability** – The Insured shall not make admission of liability take any action which may be construed as an admission of liability or repudiate or settle any claim or waive any rights of recovery without the prior written consent of the Insurer.
16. **Conduct and Control of Claims** – The Insurer shall have the right to
  - i. defend any claim against the Insured
  - ii.
    - a) take over and conduct the defence or settlement of any claim
    - b) prosecute for its own benefit any claim for indemnity or damages or otherwise in the name of the Insured
  - iii. subrogation of all the Insured's rights of recovery whether before or after indemnification by the Insurer
  - iv. exercise full discretion in the conduct of any proceedings and in the settlement of any claim whether before or after indemnification by the Insurer.
17. **Alteration of Risk** – The Insured shall notify the Insurer in writing of any material changes to the Business or risk during the Period of Insurance. The Insurer reserves the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

## General Exclusions – All Sections

This Policy including any Extensions does not cover:-

1. Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or any legal liability or any claim under the Policy whatsoever, directly or indirectly caused by or contributed to by or arising from:
  - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - iii. war, invasion, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - iv. confiscation, detention, destruction, nationalisation, requisition or enforcement by order of any Government, Power, Municipal, Local or Customs Authority;
  - v. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
  - vi. mould, mildew, fungus or spores of any type, nature or description
2. It is hereby understood and agreed, that notwithstanding any other war risk or terrorism exclusion that may be in the Policy or any clause limiting or attempting to limit the application of any endorsements to the Policy, this Policy is amended as follows :

This Policy does not cover loss, destruction, Damage to property or any claim caused by, resulting from, contributed to or aggravated by any of the following perils, whether such loss, destruction, Damage or cause of a claim is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the Policy:

  - i. war, hostile or warlike action in time of peace or war (whether or not declared) including action in hindering, combating or defending against an actual, impending or expected attack :
    - a) by government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces, or any other armed forces or militia; or
    - b) by military, naval or air forces, or any other armed forces or militia; or
    - c) by an agent of any such government, power, authority or force
  - ii. any weapon of war employing nuclear or radioactive force or contamination whether in time of peace or war (whether or not declared), whether or not its discharge was accidental;
  - iii. insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction;

- iv. any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for the purposes of Terrorism;
- v. hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, truck(s), train(s) or automobile(s), including any attempted seizure of control, made by any person or persons
- vi. riot civil commotion in Northern Ireland Such loss, destruction or Damage is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss, destruction or Damage

Solely for the purposes of this Exclusion, Terrorism means

the use or threatened use of any unlawful means, including the use of force or violence against any person(s) or property (ies), for the actual or apparent purpose of intimidating, coercing, punishing or affecting society or some portion of society or government

In any action suit or other proceedings where the Insurer alleges that by reason of this definition any loss destruction or Damage is not covered by The Policy the burden of proving that such loss destruction or Damage is covered shall be upon the Insured. All other terms, conditions and exclusions of the Policy remain unchanged.

However, this Exclusion shall not apply to Section3 Employers Liability & Property Owners Liability