

Select

# Property Owners

Allianz Insurance plc | Commercial

**Allianz** 

Property Portfolio arranged for the clients of  
Brevent Insurance Services Ltd.

**BREVENT**  
INSURANCE

## Introduction and Insuring Clause

Your Property Owners Select Policy is made up of several parts, which must be read together as they form your contract. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let your insurance adviser or the Allianz office that issued your Policy know - adjustments are easily made and we will be pleased to help.

The parts of the Policy are:

- this Introduction; the General Definitions; the Insuring Clause; the General Exclusions and the General Conditions, all of which apply to all Sections of the Policy
- the Sections of cover selected by you, including the Section Conditions and Special Conditions which apply to the Section
- the Certificate

Any word or expression, which has a specific meaning, has the same meaning wherever it appears in the Policy.

We strive to provide a first-class service. However, if you are in any way dissatisfied, contact your insurance adviser.

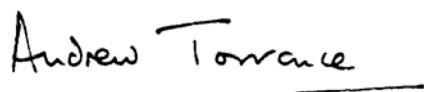
## Insuring Clause

The statement of fact or any information supplied by or on behalf of the Insured forms the basis of this contract between the Insured and the Insurer.

In consideration of payment of the premium the Insurer will indemnify or otherwise compensate the Insured against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this Policy or any Section of this Policy) occurring or arising in connection with the Business during the Period of Insurance or any subsequent period for which the Insurer agrees to accept a renewal premium.

For the Company

Signed by

A handwritten signature in black ink that reads "Andrew Torrance". The signature is written in a cursive style with a horizontal line underneath the name.

Andrew Torrance  
Chief Executive

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# Helplines

## **24 hour Glass Replacement**

Broken glass is dangerous for both you and your tenants and in some circumstances can be a security risk. Allianz have negotiated a special arrangement with Solaglas one of Britain's leading glass replacement specialists.

Solaglas will bill us direct, you pay nothing except for the excess and the VAT.

This helpline is available to both you and your tenants.

This service is available 24 hours a day, all year round. To use this service telephone FREE on 0800 474747 and state your policy number.

## **Legal Advice - 24 hour legal advice helpline**

To provide you with access to a team of qualified Legal Consultants for free advice on any of your company's legal matters.

While this policy is in force this advice line may be used as often as necessary.

This service is available 24 hours a day, all year round. To use this service telephone 0870 2414140 and state your policy number.

# General Definitions

The following definitions apply to this Policy, unless amended by Section Definitions.

## **Policy**

The document described in the Introduction

## **Section/Sections**

The parts of this Policy that detail the insurance cover provided for each individual Section of this Policy

## **Schedule**

The part of this Policy that details proposal and other information forming the basis of this contract and that shows the Sections of this Policy selected

## **Insurer**

Allianz Insurance plc

## **Insured**

The Insured named and shown in the Certificate

## **Period of Insurance**

The period from the Effective Date to the Renewal Date as shown in the Certificate

## **Business**

Property owners

## **Sum Insured**

The maximum amount the Insurer will pay for each item insured under any Section

## **Total Sum Insured**

The total amount payable by the Insurer under any Section

## **Excess** (not applicable to the Employers Liability Section)

The first part of each and every claim, for which the Insured is responsible

# General Exclusions

This Policy does not cover

## 1 Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

## 2 War (not applicable to the Employers' Liability Section)

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 3 E.Risks (not applicable to Employers' Liability and Property Owners Liability)

- 1. loss or destruction of or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss of whatsoever nature, caused by or consisting of or arising directly or indirectly from
  - a) erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
  - b) other erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software unless resulting from loss, destruction, damage or any consequential loss not otherwise excluded by this Policy
  - c) misinterpretation, use or misuse of information on computer systems or other records, programs or software unless resulting from loss, destruction, damage or any consequential loss not otherwise excluded by this Policy
- 2. loss or destruction of or damage to any computer equipment, component, system or item which processes, stores, transmits or retrieves data, or to any part thereof, whether the property of the Insured or not, whether tangible or intangible and including without limitation any information, programs or software, or any loss or expense whatsoever resulting or arising therefrom where such loss, destruction, damage or expense is caused by or consists of or arises directly or indirectly from
  - a) programming or operator error
  - b) Virus or Similar Mechanism (as defined below)
  - c) Hacking (as defined below)
  - d) malicious persons unless resulting from loss, destruction or damage not otherwise excluded by this Policy

3. any consequential loss of whatsoever nature caused by or consisting of or arising directly or indirectly from
- a) programming or operator error
  - b) Virus or Similar Mechanism (as defined below)
  - c) Hacking (as defined below)
  - d) malicious persons unless resulting from any consequential loss not otherwise excluded by this Policy.

For the purposes of this Exclusion :-

**Virus or Similar Mechanism** means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to "Trojan Horses", "Worms" or "Logic Bombs".

**Hacking** means unauthorised access to any computer or computer equipment, component, system or item, whether the property of the Insured or not, which processes, stores, transmits or retrieves data

**4 Terrorism** (Not applicable to Employers Liability and Property Owners Liability or Terrorism (when insured as a separate Section) insurances)

- A.** in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 :  
loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
- I.** any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
  - II.** any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism.
- In respect of A. above an Act of Terrorism (Terrorism) means :  
Acts of Persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.
- B.** in respect of territories other than those stated in A. above :  
loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
- I.** any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
  - II.** any action taken in controlling, preventing or suppressing any act of Terrorism, or in any other way related to such act of Terrorism.
- In respect of B. above an act of Terrorism (Terrorism) means :  
An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- In any action, suit or other proceedings where the Insurer alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon the Insured.  
In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **5. Northern Ireland**

Loss or destruction or damage or any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss or destruction or damage or any consequential loss by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

# General Conditions

## 1 Policy Voidable

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.

## 2 Reasonable Precautions

The Insured shall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

## 3 Claims

The Insured shall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this Policy or any Section of this Policy, and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding,

- a** notify the Insurer as soon as reasonably possible
- b** pass immediately, and unacknowledged, any letter of claim to the Insurer
- c** notify the Insurer immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, damage or consequential loss, which may form the subject of a claim under this Policy
- d** notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
- e** carry out and permit to be taken any action, which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
- f** retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as the Insurer may reasonably require
- g** furnish with all reasonable despatch at the Insured's expense such further particulars and information as the Insurer may reasonably require
- h** make available at the Insured's expense any documents required by the Insurer with regard to any letter of claim
- i** not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the Insurer

allow the Insurer in the name of and on behalf of the Insured to take over and, during such periods as the Insurer thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with the Insurer for that purpose.

No claim under this Policy shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to the Insurer.

#### **4 Cancellation**

The Insurer may cancel this Policy by giving the Insured thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the Period of Insurance the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance. For cancellation following default in payment of the premium or any agreed instalment the period of notice may be reduced to seven (7) days.

#### **5 Fraud**

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or anyone acting on behalf of the Insured to obtain any benefit under this Policy, or if any injury, loss, destruction or damage is caused by the wilful act or the connivance of the Insured, all benefit under this Policy shall be forfeited.

#### **6 Discharge of Liability (Not applicable to the Employers' Liability Section)**

The Insurer may absolve itself from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified limit of liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum limit of liability for any one Period of Insurance whichever is the less, together with the amount of any costs and expenses to the date of such payment.

#### **7 Law Applicable**

This Policy shall be governed by and construed under English law.

#### **8 Rights of Third Parties**

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

#### **9 Automatic Reinstatement of Sum Insured**

In consideration of the Sum Insured under the Property Damage All Risks and Loss of Rent Sections not being reduced by the amount of any loss the Insured shall pay the appropriate additional premium on the amount of the loss from the date of the loss until the expiry of the Period of Insurance provided that any additional protections required by the Insurer are effected.

# Property Damage All Risks Section

## Definitions

### Damage/Damaged

Accidental loss or destruction of or damage to Property Insured.

### Specified Events

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

### Premises

The Buildings at the address or addresses stated in the Certificate, including their grounds, all within the boundaries for which the Insured are responsible.

### Property/Property Insured

Buildings, Contents and other property belonging to the Insured or for which the Insured are responsible, as shown and/or described in the Certificate.

The Insurer agrees to accept the heading under which any Property or other item has been entered in the books of the Insured.

### Buildings

The buildings at the Premises including

- landlord's fixtures and fittings (including communal television and radio receiving aerials, satellite dishes and related fittings on or in residential Premises), fixed glass, fixed sanitaryware and walls, gates and fences in, on or pertaining to the buildings
- telephone, gas, water and electric instruments, meters, piping, cabling and the like and their accessories in, on or pertaining to the buildings including such property in adjoining yards or roadways or underground at the Premises and extending to the public mains
- fuel tanks and their ancillary equipment, pipework and the like at the Premises
- small outside buildings, annexes, gangways, conveniences and other structures at the Premises
- roads, car parks, yards, forecourts, patios, pavements, footpaths and similar hard surfaced areas at the Premises.
- contents of common parts including furniture, furnishings, carpets, decorations, potted plants, tree shrubs, video, audio and building management and security systems and equipment and seasonal items introduced to shopping centres at the premises
- tree shrubs, plants, turf, ponds, lakes, fountains, landscaping, garden furniture and ornaments and gardening equipment at the premises

- partners', directors', employees' and visitors' personal effects of every description (other than motor vehicles) whilst at the Premises, for an amount not exceeding £500 for any one person.

### **Contents**

Fitted carpets, furnishings and other contents of reception and storage areas and other communal parts of the buildings at the Premises, including

- the contents of fuel tanks at the Premises
- portable communal property in the open grounds of and used in connection with the buildings at the Premises
- Money, for an amount not exceeding £1,000 in total
- deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records
- computer systems records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding £25,000 in total and so far as they are not otherwise insured

### **Money**

Cash, bank and currency notes, cheques, crossed bankers drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps, Holiday with Pay stamps, National Savings stamps, National savings certificates, Premium Bonds, credit sales vouchers or receipts, VAT purchase invoices, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to the Insured or for which the Insured are responsible.

### **Unoccupied**

Any building or part of any building which is empty or not in use by the Insured or any tenant of the Insured.

### **Terrorism**

Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence.

## Cover

The Insurer will pay the Insured for Damage to Property Insured at the Premises shown in the Schedule, excluding

1. Damage caused by or consisting of
  - a inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
  - b the bursting of any boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to the Insured or under the control of the Insured in which internal pressure is due to steam only
  - c pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but the Insurer will pay for subsequent Damage which itself results from a cause not otherwise excluded
  - d faulty or defective workmanship by the Insured or any employee of the Insured
  - e operational error or omission by the Insured or any employee of the Insured but the Insurer will pay for
    - i such Damage not otherwise excluded which itself results from a Specified Event
    - ii subsequent Damage which itself results from a cause not otherwise excluded
  - f acts of fraud or dishonesty by any partner, director or employee of the Insured but the Insurer will pay for such Damage not otherwise excluded which itself results from a Specified Event.
2. Damage caused by or consisting of
  - a corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - b change in temperature, colour, flavour, texture or finish
  - c theft or attempted theft
    - i which does not involve entry to or exit from a building by forcible and violent means or hold-up by violence or threat of violence to the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises
    - ii to property in the open or in open fronted buildings or in buildings not on permanent foundations
    - iii expedited or in any way brought about by the Insured or any partner, director or employee of the Insured or Damage consisting of
  - d joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
  - e mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates but the Insurer will pay for
    - i such Damage not otherwise excluded which itself results from a Specified Event or from any other accidental loss, destruction or damage
    - ii subsequent Damage which itself results from a cause not otherwise excluded.
3. Loss, destruction or damage caused by pollution or contamination, but the Insurer will pay for destruction or damage to the Property Insured not otherwise excluded, caused by
  - a pollution or contamination which itself results from a Specified Event
  - b any Specified Event which itself results from pollution or contamination.
4. Damage caused by or consisting of
  - a subsidence, ground heave or landslip
    - i resulting from
      - a the settlement or movement of made-up ground
      - b coastal or river erosion

- c defective design or workmanship or the use of defective materials
    - ii which commenced prior to the inception of this cover
    - iii occurring as a result of demolition, construction, structural alteration or repair of any Property or as a result of ground works or excavation, at the same Premises
  - b normal settlement or bedding down of new structures
  - c disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
- 5. Destruction of or damage to any building or structure caused by its own collapse or cracking, but the Insurer will pay for such destruction or damage resulting from a Specified Event in so far as it is not otherwise excluded.
- 6. Damage in respect of
  - a fences, gates and moveable Property in the open caused by wind, rain, hail, sleet, snow, flood or dust.
  - b potted plants, tree shrubs, video, audio building management and security systems and equipment, seasonal, items, plants, turf, ponds, lakes, fountains, landscaping, garden furniture and ornaments and gardening equipment unless a building covered by this section is damaged by the same cause at the same time.
- 7. Damage to any Property caused by fire, resulting from its undergoing any heating process or process involving the application of heat resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the Insurer will pay for such Damage caused by fire or explosion.
- 8. Damage in respect of
  - a jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
  - b Property in transit
  - c glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
  - d Money, bonds or securities of any description but the Insurer will pay for such Damage caused by a Specified Event in so far as it is not otherwise excluded.
- 9. Damage to
  - a vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - b Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
  - c land, roads, pavements, piers, jetties, bridges, culverts or excavations
  - d livestock, growing crops or trees
 but the Insurer will pay for such property specifically described in the Schedule or in this Section.
- 10. Property which at the time of the happening of Damage is insured by or would but for the existence of this Section be insured by any marine policy or policies, but the Insurer will pay for any excess beyond the amount which would have been payable under such marine policy or policies had this Section not been effected.
- 11. Any Property more specifically insured by or on behalf of the Insured
- 12. Damage occasioned by nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority.
- 13. Consequential loss or damage of any kind or description, except loss of Rent when such loss is insured by this Section.
- 14. Damage directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data,

whether the property of the Insured or not, and whether occurring before, during or after the year 2000, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

**a** correctly to recognise any date as its true calendar date

**b** to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

**c** to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, Calculate or process any data on or after any date

but the Insurer will pay for subsequent Damage which is not otherwise excluded and which itself results from a Specified Event.

**15.** The amount of any Excess specified in the Schedule.

## Special Condition

### Subsidence

Unless the Insurer agrees in writing, cover shall be avoided where demolition, construction, ground works or excavation on the same Premises or on any adjoining site increases the risk of Damage.

## Basis of Settlement

The Insurer will pay the Insured the value of the Property Insured at the time of its loss or destruction, or the amount of the Damage, or at the Insurer's option will reinstate or replace such Property or any part of such Property.

The most the Insurer will pay for any one claim is

- A** the Total Sum Insured, or for each item its individual Sum Insured, or any other limit of liability in this Section whichever is the less at the time of Damage
- B** the amount of the Sum Insured or Limit of Liability remaining after deduction for any other Damage occurring during the same Period of Insurance, unless the Insurer agrees to reinstate any such Sum Insured or Limit of Liability.

In consideration of Sums Insured or Limits of Liability not being reduced by the amount of any claim, the Insured will pay the appropriate additional premium on the amount of the claim from the date of Damage to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft or Terrorism (as covered by this Section).

## Basis of Settlement Adjustments

In calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

### 1 Index Linking

Sums Insured and/or Declared Values will be adjusted to take into account movements in the appropriate index and renewal premiums will be based on the adjusted Sums Insured and/or Declared Values.

For Buildings, the General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors or for residential Premises the Household Rebuilding Cost Index issued by the Association of British Insurers (or some other suitable index the Insurer decides upon) will be used.

For Contents and other Property shown and/or described in the Schedule, the Retail Price Index (or some other suitable index the Insurer decides upon) will be used.

The above percentage changes will continue to be applied between the date of any Damage and the date when replacement or repair has been completed.

## 2 Average (Underinsurance)

The Sums Insured by:

**A** any items for Buildings or Contents subject to the Reinstatement (Day One Basis) Clause (other than any such items applying solely to Private Dwellings) are declared to be separately subject to Average as described in Special Condition 2 of such clause

**B** any other items of Property Insured (other than any Sum Insured applying solely to Rent, Fees, Removal of Debris or Private Dwellings) are declared to be separately subject to Average. This means if at the time of Damage the Sum Insured for any item is less than the value of the item covered by such Sum Insured, the amount payable by the Insurer will be proportionately reduced.

## 3 Contribution and Average

If at the time of Damage any other insurance has been effected by or on behalf of the Insured covering any of the Property Damaged, the Insurer's liability under this Section shall be limited to the Insurer's rateable proportion of such Damage.

If such other insurance is subject to Average (Underinsurance), this Section if not already subject to Average shall be subject to Average in like manner.

If such other insurance is subject to any provision which excludes it from ranking concurrently with this Section, either in whole or in part, or from contributing rateably, the liability of the Insurer under this Section shall be limited to that proportion of the Damage which the Sum Insured for this Section bears to the value of the Property.

## 4 Reinstatement (Day One Basis)

**A** Subject to the Special Conditions set out below, the basis on which the amount payable for Buildings and Contents is to be calculated will be the reinstatement of the Property lost, destroyed or damaged.

For this purpose "reinstatement" means

- i** the rebuilding or replacement of Property lost or destroyed which, provided the Insurer's liability is not increased, may be carried out
  - a** in any manner suitable to the requirements of the Insured
  - b** on another site
- ii** the repair or restoration of Property damaged in either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new.

**B** The Declared Value (shown in brackets below the Sum Insured), having been stated in writing by the Insured, has been used to calculate the premium.

"Declared Value" means the assessment by the Insured of the cost of reinstatement of Property Insured arrived at in accordance with paragraph A.i. at the level of costs applying at inception of the Period of Insurance (ignoring inflationary factors which may subsequently operate), together with, to the extent that cover provides, due allowance for

- i** any additional cost of reinstatement to comply with Public Authorities Regulations, Bye-Laws or Stipulations
- ii** Professional Fees
- iii** Removal of Debris costs.

## Special Conditions

1. At inception of each Period of Insurance, the Insured shall notify your insurance adviser of the Declared Value of Property Insured. In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the new Period of Insurance, appropriately adjusted if Index Linking applies.
2. If at the time of Damage the Declared Value of the Property is less than the cost of reinstatement (as defined in paragraph A.i.) at inception of the Period of Insurance, the amount payable by the Insurer will be proportionately reduced.
3. The Insurer's liability for the repair or restoration of Property damaged in part only, shall not exceed the amount which would have been payable if such Property had been wholly destroyed.
4. No payment beyond the amount the Insurer would have paid in the absence of this clause will be made
  - a unless reinstatement commences and proceeds without unreasonable delay
  - b until the cost of reinstatement has actually been incurred
  - c where Property Insured at the time of Damage is covered by any other insurance effected by the Insured, or on behalf of the Insured, which is not on the same basis of reinstatement.
5. All the terms and conditions of this Section and of the Policy shall apply
  - a to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause
  - b where claims are payable as if this clause had not been incorporated, except that Sums Insured will be limited to 115 % of Declared Values.

## 5 Public Authorities (including undamaged Property)

Subject to the Special Conditions set out below, cover for Buildings and Contents includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament, with Bye-Laws of any Public Authority or to comply with the Stipulations of European Union legislation, in respect of

- lost, destroyed or damaged Property
- undamaged portions of such Property

### Excluding

- A the cost incurred in complying with such Regulations, Bye-Laws or Stipulations
  - i in respect of Damage occurring prior to the granting of this cover
  - ii in respect of Damage not covered by this Section
  - iii under which notice has been served upon the Insured before the date of the Damage
  - iv in respect of undamaged Property other than undamaged portions of Property Damaged
- B the additional cost that would have been required to make good the Property Damaged to a condition equal to its condition when new, had the necessity to comply with such Regulations, Bye-Laws or Stipulations not arisen
- C the amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the Property, by reason of compliance with any such Regulations, Bye-Laws or Stipulations.

## Special Conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage, or within such further time as the Insurer may allow, and may be carried out upon another site (if such Regulations, Bye-Laws or Stipulations so necessitate), subject to there being no resulting increase in the liability of the Insurer.
2. If the liability of the Insurer is reduced by the application of any of the terms and conditions of this Section or of the Policy (other than as a result of this clause) the liability of the Insurer under this clause will be reduced in proportion.
3. The most the Insurer will pay for any one claim in respect of undamaged portions of Property other than foundations is 15% of the total amount for which the Insurer would have been liable had the Property been wholly destroyed.
4. All the terms and conditions of this Section and of the Policy shall apply to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause.

## 6 Sprinkler Installation Upgrading Costs

If, following Damage, the Insurer requires the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council Rules current at the time of reinstatement, the Insurer will pay the costs incurred by the Insured provided that at the time of the Damage the installation conformed to the 28th or 29th Edition Rules for Automatic Sprinkler Installations issued by the Loss Prevention Council at the time of original installation but did not conform to subsequent amendments to such rules.

## 7 Alterations and Additions

To the extent that they are not otherwise insured, Buildings and Contents items include

- A alterations, additions and improvements (but not appreciation in value in excess of Sums Insured)
- B any newly acquired or newly erected Buildings and Contents

within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, for no more than 20% of the Sum Insured for each item covered, or £2,500,000 in total, whichever is the less, at any one Premises or at any one newly acquired address elsewhere than at the Premises, provided that the Insured shall give details of such alterations and additions to the Insurer within 6 calendar months of the commencement date of the Insured's responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium

## 8 Intention to Insure

The Insured having notified the Insurer at inception of cover of their intention to insure all Buildings in which they are interested within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, and it being the Insured's belief that all such Property is covered, the Insurer agrees that if subsequently any such Property is found to be inadvertently omitted from the cover under this Section the Insurer will deem them to be covered for the amount of their structural value, up to an amount of £2,500,000 for Buildings at any one inadvertently omitted address, provided that the Insured shall give details to the Insurer immediately the omission is discovered, effect specific cover retrospective to such date and pay the appropriate additional premium.

## 9 Professional Fees

Sums Insured and/or Declared Values for Buildings include an amount in respect of :

**A** Architects', Surveyors', Legal and Consulting Engineers' fees, other than where an item covering such fees is specifically shown in the Schedule.

**B** Managing agents' fees and fees payable to any company which is a parent of the Insured or which is a subsidiary of a parent company of which the Insured are themselves a subsidiary will be accepted as necessary where

- i** the Insured would have employed them in respect of reinstatement of other work of an equivalent nature in the normal course of their Business
- ii** the fees are in respect of work of benefit to the Insurer(s)
- iii** the fees relate to work which is necessary for repair or reinstatement
- iv** the fees have been agreed with the Insurer(s) in advance

Cover under paragraphs A. and B. applies only to those fees necessarily and reasonably incurred in consequence of Damage, in the reinstatement or repair of Property Insured.

## 10 Removal of Debris Costs

Sums Insured and/or Declared Values for Buildings and Contents include an amount in respect of removal of debris costs, other than where an item covering such costs is specifically shown in the Schedule.

Cover applies only to those costs necessarily and reasonably incurred in consequence of Damage, in

- A** removing debris
- B** dismantling and demolishing
- C** shoring up or propping
- D** clearing, cleaning and/or repairing drains, gutters, sewers and the like for which the Insured are responsible.

The Insurer will not pay for any costs or expenses incurred in removing debris other than from the site of such Property Damage and the area immediately adjacent to such site arising from pollution or contamination of Property not insured by this Section.

## 11 Removal of Debris Costs - Tenants Contents

To the extent that they are not otherwise insured, Cover includes irrecoverable costs necessarily incurred with the Insurers consent, in consequence of Damage, in removing debris in respect of contents for which the Insured are not responsible, up to an amount of £5,000 any one claim.

The Insurer will not pay for any costs

- A** incurred in removing debris other than from the site of such Property Damage and the area immediately adjacent to such site
- B** arising from pollution or contamination of Property not covered by this Section.

## 12 Temporary Removal

Property Insured is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes to any address elsewhere than at the Premises, including whilst in transit, within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The Insurer will not pay for

- A** such Property more specifically insured
- B** Damage to vehicles licensed for road use, in so far as they are insured by this Section, occurring elsewhere than at the Premises from which such vehicles are removed

**C** more than 10% of the Sum Insured for each item covered, for Damage occurring elsewhere than at the Premises.

### 13 Temporary Removal – Documents

If deeds and other documents (including stamps on them), manuscripts, plans and writings of every description, books and other business records are included in the Property Insured, such items are covered whilst temporarily removed to any address elsewhere than at the Premises, including whilst in transit within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The Insurer will not pay for

- A** such items more specifically insured
- B** more than 10% of the figure stated within the definition of contents for computer systems records
- C** more than 10% of the total value of such items.

### 14 Electrical Apparatus

If any electrical apparatus or fittings are damaged by fire due to self ignition, over-running, excessive pressure, short circuiting, self heating or leakage of electricity, the Insurer shall not be liable for Damage to the particular piece of apparatus or fitting which has caused the fire, but the Insurer shall be liable for Damage to any other apparatus or fittings in consequence of such fire.

### 15 Fixed Glass

Following Damage to fixed glass the Insurer will pay the cost of

- A** any necessary temporary boarding-up of broken glass pending full replacement
- B** removing and re-fixing window fittings and other obstacles to replacing broken glass and replacing alarm foil lettering, painting, embossing, silvering or other ornamental work on glass
- C** Damage to framework and to Contents caused by broken glass.

The Insurer will not pay for Damage existing prior to inception of this Section.

### 16 Locks and Keys

The Insurer will pay the cost of replacing locks and keys of doors and windows for which the Insured are responsible, such costs being necessarily incurred to keep the Premises secure if keys are stolen using force and violence, up to an amount of £ 7,500 any one claim.

### 17 Fire Extinguishment and Alarm Resetting Expenses

The Insurer will pay the reasonable costs incurred by the Insured in re-filling fire extinguishers, replacing sprinkler heads and alarm and CCTV resetting costs, solely in consequence of Damage by a Specified Event.

### 18 Landscaped Grounds

Cover includes costs incurred by the Insured in consequence of Damage to Property Insured at the Premises, up to an amount of £25,000 any one claim, in restoring landscaped grounds to their original appearance when first laid out and planted.

The Insurer will not pay for costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established.

## 19 Metered Supplies

Cover includes additional water, gas, electricity or other metered supply charges incurred by the Insured in consequence of Damage, and for which the Insured are legally responsible, up to an amount of £250,000 any one claim.

The Insurer will not pay for such charges incurred in respect of any building which is Unoccupied.

The basis on which the amount payable is to be calculated will be the amount of the suppliers' charges for the period following the Damage, less the charge paid by the Insured for the corresponding period in the preceding year, adjusted for changes in the suppliers' charges and for variations affecting supply consumption by the Insured.

## 20 Unauthorised Use of Supplies

Cover includes the cost of water, gas, electricity or other metered supply charges incurred by the Insured and for which the Insured are legally responsible, up to an amount of £250,000 any one claim, due to unauthorised use by persons taking possession of, keeping possession of or occupying any Premises without the written consent of the Insured, provided that

- A the Insured shall take all practicable steps to terminate such unauthorised use as soon as it is discovered
- B Section Condition 3 has been complied with by the Insured.

## 21 Trace and Access

In the event of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe, the Insurer will pay the costs necessarily and reasonably incurred by the Insured in locating the source of such Damage, and in the subsequent making good of Damage caused as a consequence of locating such source.

## 22 Tree Felling and Lopping

Cover includes costs incurred by the Insured, up to an amount of £5,000 any one claim, in removing or lopping trees which are an immediate threat to the safety of life or of Damage to the Property Insured.

The Insurer will not pay for

- A Legal or Local Authority costs involved in removing trees
- B costs incurred solely to comply with a Preservation Order.

## 23 Removal of Wasp and Bee Nests

Cover includes costs incurred by the Insured, up to an amount of £500 any one claim, in removing wasp or bee nests from buildings at the Premises.

The Insurer will not pay for the cost of removing nests already in buildings at the Premises prior to the inception of this cover.

## 24 Contractors Interest

When the Insured is required by the terms or conditions of any contract to cover Buildings in the joint names of the Insured and of any contractor or sub-contractor named in such contract, the Insurer agrees to note such joint interests provided that the Insured shall notify the Insurer of details of any single contract valued at £250,000 or more, in advance of commencement of the work, and pay any additional premium the Insurer may require.

## 25 Contract Works

Cover for Buildings and Contents includes any permanent or temporary works undertaken in performance of any contract, including all unfixed materials and goods delivered to or

placed on or adjacent to the Premises and intended for incorporation in such Contract Works, all for which the Insured are responsible under the terms of the contract up to an amount of £250,000 any one contract.

## **26 Alternative Residential Accommodation**

If as a result of Damage residential Premises or parts of residential Premises are rendered unfit to live in, or access to them is denied, to the extent that they are not otherwise insured the Insurer will pay the costs of reasonable alternative accommodation and temporary storage of residents furniture and the costs of reasonable accommodation in kennels and/or catteries for residents dogs and/or cats, if dogs and/or cats are not permitted in such residents alternative accommodation.

The Insurer will not pay for such costs in excess of 30% of the Sum Insured applying to the Premises or to the parts of the Premises Damaged.

## **27 Murder Suicide or Disease**

The Insurer shall indemnify the Insured in respect of Alternative Residential Accommodation in accordance with Basis of Settlement Adjustment 26 to this Section resulting from

- A** any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition an outbreak of which the local authority has stipulated shall be notified to them manifested by any person whilst the in the Premises or within a 25 mile radius of it
- B** murder or suicide in the Premises
- C** injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided in the Premises
- D** vermin or pests in the Premises
- E** the closing of the whole or part of the Premises by order of a competent public authority consequent upon defect in the drains or other sanitary arrangements at the Premises.

## **28 Seventy Two Hours Clause**

Damage occurring within 72 consecutive hours of and arising from the Specified Events of storm or flood is deemed to be one claim. The Insured have the right to select the moment from which the 72-hour period shall be deemed to have commenced within the terms of this Section, provided that such Damage occurred prior to expiry of the Period of Insurance.

## **29 Damage following Theft**

In the event that Buildings are not covered by this Section, the Insurer will pay costs for which the Insured are responsible, necessarily and reasonably incurred by the Insured to repair Damage to the Premises in consequence of theft or attempted theft (as insured by this Section).

The Insurer will also pay the cost of any temporary boarding-up and making good necessary to keep the Premises secure.

## **30 Contracting Purchasers**

The Insurer agrees that without prejudice to the rights and liabilities of the Insured or the Insurer, if at the time of Damage the Insured have contracted to sell their interest in any building covered, and the purchase has not been but shall afterwards be completed, the purchasers on completion of the purchase shall be entitled to benefit under this Section until completion, except in so far as such building is more specifically insured by or on behalf of the purchaser.

### 31 Freeholders, Lessors and Mortgagees

When the interest of any Freeholder, Lessor or Mortgagee has been noted in Property Insured covered by this Section, the Insurer agrees that this Section shall not be invalidated by any act, omission, alteration or neglect of or by the Leaseholder, Lessee or Mortgagor unknown to or beyond the control of the Freeholder, Lessor or Mortgagee, by which the risk of Damage is increased, provided that the Freeholder, Lessor or Mortgagee shall give notice to the Insurer (and pay an additional premium if required) immediately they become aware of such act, omission, alteration or neglect.

### 32 Fly-Tipping

Cover includes costs incurred by the Insured, up to an amount of £25,000 any one claim, in removing and clearing any property illegally deposited in or around the Premises.

### 33 Involuntary Bailee

Cover includes bailors' goods in the custody or control of the Insured or for which they are responsible up to an amount of £10,000 any one claim

The Insurer will not pay for

- A** Damage caused by theft or attempt thereat unless there is visible evidence of violent and forcible entry to or exit from the Premises
- B** Damage caused by theft or attempt thereat in respect of gold, silver, precious stones, precious metals, bullion, furs, curiosities, works of art, rare books, audio visual goods, computer equipment, cameras, jewellery, money, cheques, stamps, bonds, credit cards and securities of any description
- C** unaccountable losses
- D** any claim hereunder unless
  - i** a signed inventory is issued to the bailee as soon as repossession takes place
  - ii** new locks are fitted to the repossessed unit and a weekly inspection made to ensure the unit remains secure.

### 34 Insurance Premiums and Latent Defects Policies Technical Agents Fees

Where the Buildings have suffered Damage the Insurer will pay the cost of any insurance premiums necessarily and reasonably incurred by the Insured with the consent of the Insurer

- A** in respect of Latent Defects Policies Technical Agents fees
- B** in respect of arranging contract works policies with the Insurer (or in continuing any pre-existing latent defects policies).

### 35 Investigation Expenses

Where the Buildings have suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Buildings which is not immediately apparent the Insurer will pay the reasonable costs incurred by the Insured in establishing whether or not such Damage has occurred.

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

### 36 Loss of Market Value

Where the Buildings have suffered Damage

- A** if the Insured elects not to repair or rebuild the Buildings and the Insurer does not exercise their right to repair or rebuild the Insurer will pay to the Insured the reduction in

market value of the Buildings solely as a result of the Damage but not exceeding the amount which would have been payable had the Buildings been repaired or rebuilt

**B** it solely as a result of Damage insured hereby the Insured are required to rebuild or reinstate the Buildings in a manner different from that immediately before the Damage solely to comply with the stipulations (as defined in the Public Authorities (including undamaged Property) Basis of Settlement Adjustments) and as a result there is a reduction in market value thereof the Insurer agrees to pay

- i** the cost of repairing or reinstating the Buildings and
- ii** a cash settlement representing the reduction in market value solely as a result of Damage so that the total payment made is no greater than the amount that would have been payable had the Buildings been repaired or reinstated in an identical manner to their condition immediately before the Damage less any amount to take account of any compensation payable or allowance made to the Insured.

### **37 Temporary Repairs**

Where the Buildings have suffered Damage the Insurer will pay the reasonable cost of

- A** necessary boarding up following Damage to fixed glass in windows doors fan lights and skylights to make the Buildings secure
- B** the provision of temporary doors for the purpose of weather proofing or securing the Buildings
- C** weather proofing Buildings
- D** securing the site

### **38 Other Interests**

The interest of the lessee(s) of the units comprising the Buildings and their mortgagees is included in this Policy and in the event of loss the names of all such interested parties shall be declared to the Insurer.

### **39 Eviction of Unauthorised Occupants**

For the purpose of this Basis of Settlement Adjustment;

Insured Incident shall mean unauthorised occupancy of any property insured by this Section by a party other than one named in the tenancy agreement for that property  
Legal Expenses shall mean fees costs and disbursements incurred with the consent of the Insurer

Cover includes Legal Expenses incurred in a legal action to protect the Insured's rights in a dispute actioned in Great Britain the Isle of Man or the Channel Islands to regain possession or property subject to an Insured Incident provided that

- A** the most the Insurer will pay for any one claim is £250,000
- B** the Insurer will not pay for damages fines or penalties incurred by the Insured
- C** the Insured shall take all reasonable precautions to avoid any property becoming occupied by any party other than the tenant

### **40 Obsolete Building Materials**

Where the Buildings have suffered Damage the Insurer will pay the reasonable additional costs incurred in replacement of materials which given consideration to the scientific and technical knowledge at the time of the installation construction or fitting were reasonably deemed to be fit for the purpose intended but require replacement with more suitable modern materials. The Buildings shall not be regarded as being better or more extensive than when new provided that the Insurer's liability for such additional costs shall not exceed 5% of the Declared Value stated on the Certificate.

## Section Conditions

### 1 Precautions

The Insured must keep the Premises in a good state of repair.

### 2 Alteration

Unless the Insurer agrees in writing, cover under this Section shall be avoided for any of the Property Insured in regard to which there is any alteration after the commencement of this Section

- a by removal
- b which increases the risk of Damage
- c which results in the interest of the Insured ceasing other than by will or operation of law.

### 3 Non Invalidation

This Section shall not be invalidated by

- a any act, omission, alteration or neglect unknown to or beyond the control of the Insured, by which the risk of Damage is increased, provided that the Insured shall give notice to the Insurer (and pay an additional premium if required) immediately they become aware of such act, omission, alteration or neglect
- b workmen on the Premises carrying out repairs, general maintenance work or minor structural or other alterations.

### 4 Conditions Precedent to Liability

Every condition applied to this Section or to any item of this Section (whether a General, Section or Special Condition) shall apply from the time the condition attaches and continue to be in force during the whole currency of this Section.

Failure to comply with any such condition, to the extent that it increases the risk of Damage, shall be a bar to any claim in respect of such Damage.

### 5 Additional Claims Conditions

In the event of Damage, the Insured shall at their own expense deliver to the Insurer

- a within 30 days after such Damage (7 days in the case of Damage by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as the Insurer may allow in writing
  - i full information in writing of the Property Insured Damaged, and the amount of Damage
  - ii details of any other insurances on the Property Insured covered by this Section
- b all such proof and information relating to the claim as may reasonably be required
- c if required, a statutory declaration of the truth of the claim and of any matters connected with it.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

### 6 Reinstatement

If any property is to be reinstated or replaced by the Insurer, the Insured shall at their own expense provide all plans, documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly, but only as circumstances

permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this Section more than its Sum Insured.

## **7 The Insurer's Rights following a Claim**

In respect of Damage for which a claim is made, the Insurer and any person authorised by the Insurer may without incurring any liability or diminishing any of the Insurer's rights in respect of the cover under this Section, enter take or keep possession of the Premises where such Damage has occurred, and take possession of or require to be delivered to the Insurer any Property Insured, and to deal with such Property for all reasonable purposes and in any reasonable manner.

- No Property may be abandoned to the Insurer, whether taken possession of by the Insurer or not
- The Insurer will not pay for any claim unless the terms of this condition have been complied with.

## **8 Subrogation**

Any claimant under this Section shall, at the Insurer's request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured, before or after Insurer makes any payment.

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against

- a** any company standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the Damage
- b** any tenant or lessee in respect of Damage to that part of the Premises occupied by the tenant or lessee or to the communal parts of the Premises, unless such Damage arises out of a criminal, fraudulent or malicious act by the tenant or lessee.

## **9 Terrorism**

In any action, suit or other proceedings where the Insurer alleges that by reason of the definition of terrorism in this Section any Damage is not covered by this Section, or is covered only up to a specified amount, the burden of proving that such Damage is covered or is covered beyond such specified amount shall be on the Insured.

## **10 Arbitration**

If any difference arises as to the amount to be paid under this Section (liability being otherwise admitted by the Insurer), such difference shall be referred to an arbitrator to be appointed by the Insured and the Insurer in accordance with statutory provisions. Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against the Insurer.

# Employers' Liability

## Definitions

### Injury

Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock.

### Employee

- A. Any person under a contract of service or apprenticeship with the Insured
- B. any of the following persons whilst working for the Insured in connection with the Business
  - I. any labour master or labour only subcontractor or person supplied by him
  - II. any self-employed person providing labour only
  - III. any trainee or person undergoing work experience
  - IV. any voluntary helper
  - V. any person who is borrowed by or hired to the Insured.

### Business

The Business specified in the General Definitions conducted solely from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and including

- A. the ownership, maintenance and repair of premises used in connection therewith
- B. the provision and management of canteen, social, sports or welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured
- C. the execution of private duties by Employees for any partner, director or senior official of the Insured.
- D. the Insured's sponsorship of events or involvement in galas, carnivals, fetes, corporate hospitality or exhibitions happening at the premises.

### Territorial Limits

- A. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- B. elsewhere in the world in respect of Injury sustained by any Employee resident within the territories specified in Definition 4.A. above and caused whilst such Employee is temporarily employed outside these territories provided that any action for compensation in respect of such Injury is brought in a court of law within the said territories or any other member country of the European Union.

### Offshore Installations

- A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- B. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- C. any pipe or system of pipes in the sea or tidal waters
- D. any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 5.A., 5.B. or 5.C. above.

### Cover

- A. The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of Injury sustained by any Employee arising out of and in the course of the employment or engagement of such person by the Insured in connection with the Business and caused within the Territorial Limits

during the Period of Insurance.

In addition the Insurer will pay costs and expenses incurred by the Insured or with the written consent of the Insurer

- a. in connection with the defence of any claim
- b. for representation of the Insured
  - i at any coroner's inquest or fatal accident inquiry in respect of death
  - ii at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity under this Section.

### **Limit of Indemnity**

The Insurer's liability for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health and Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity stated in the Schedule.

### **B. Indemnity to Other Parties**

If the Insured so request the Insurer will indemnify the following parties

- a. any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- b. any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured as though each party was individually named as the Insured in this Section
- c. any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured.  
Provided that
  - i each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
  - ii the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the Schedule.

### **C. Health and Safety at Work - Legal Defence Costs**

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of

- a. costs and expenses incurred with the Insurer's written consent
- b. costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that

- i the proceedings relate to the health, safety or welfare of any Employee
- ii the Insurer shall have the conduct and control of all the said proceedings and appeals

the Insurer will not pay for

- a fines or penalties of any kind

- b proceedings or appeals in respect of any deliberate act or omission
- c costs or expenses insured by any other policy.

#### D Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of Injury sustained by any Employee arising out of and in the course of employment or engagement by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance

- a. is obtained by such Employee in any court situate within the territories specified in Definition 4.A. against any person or corporate body domiciled or operating from premises within such territories and
- b. remains wholly or partly unsatisfied six months after the date of such judgement  
the Insurer will if the Insured so request pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied  
Provided that
  - i there is no appeal outstanding
  - ii the Employee shall have assigned the judgement to the Insurer
  - iii this Section was shown in the Schedule at the time of the Injury.

#### E Court Attendance Compensation

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required:

- i any director or partner £500
- ii any Employee £250

#### F Employers Liability - Terrorism Inner Limit

The Limit of Indemnity shall not exceed £5,000,000 in respect of an act of Terrorism. For the purposes of this limitation the Definition of an act of Terrorism is: an act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.  
If the Insurer alleged that by reason of this limitation any loss damage cost or expense if not covered the burden of proving the contrary shall be upon The Insured.

### Exclusions

This Section does not cover:

1. Liability in respect of Injury to any Employee arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.
2. Liability in respect of Injury to any Employee who is working on, visiting or travelling to or from Offshore Installations.

## **Section Conditions**

### **1. Compulsory Insurance Legislation**

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the territories specified in Definition 4.A. but the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law.

### **2. Certificate of Employers' Liability**

If this Policy or Section is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

### **3. Other Insurances**

The Insurer will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this Section not been effected.

### **4. Alteration**

If at any time anything shall occur or be done which materially affects the risk insured the Insured shall give immediate notice in writing to the Insurer.

### **5. Discharge of Liability**

The Insurer may pay to the Insured in the event of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment.

# Property Owners Liability Section

## Definitions

### 1. Injury

**A** Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock

**B** invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

### 2. Employee

**A** Any person under a contract of service or apprenticeship with the Insured

**B** any of the following persons whilst working for the Insured in connection with the Business

**I** any labour master or labour only subcontractor or person supplied by him

**II** any self-employed person providing labour only

**III** any trainee or person undergoing work experience

**IV** any voluntary helper

**V** any person who is borrowed by or hired to the Insured.

### 3. Business

The Business specified in the General Definitions conducted solely from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and including

**A** the ownership, maintenance and repair of premises used in connection therewith

**B** the provision and management of canteen, social, sports or welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured

**C** the execution of private duties by Employees for any partner, director or senior official of the Insured

**D** the Insured's sponsorship of events or involvement in galas, carnivals, fetes, corporate hospitality or exhibitions happening at the Premises.

### 4. Territorial Limits

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

**B** any other member country of the European Union

**C** elsewhere in the world in respect of Injury, loss or damage caused by or arising from

**i** non-manual activities of any partner, director or Employee of the Insured normally resident within the territories specified in Definition 4.A. above and occurring during any journey or temporary visit

**ii** Products.

### 5. Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the Insured in connection with the Business and not in the charge or control of the Insured.

### 6. Pollution or Contamination

**A** All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

**B** all Injury, loss or damage directly or indirectly caused by such pollution or contamination.

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

## 7. Offshore Installations

- A** Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- B** any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- C** any pipe or system of pipes in the sea or tidal waters
- D** any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 7.A., 7.B. or 7.C. above.

## Cover

- A.** The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of accidental
  - a** Injury to any person
  - b** loss of or damage to material property
  - c** nuisance, trespass, obstruction or interference with any right of way, light, air or wateroccurring within the Territorial Limits during the Period of Insurance in connection with the Business.  
In addition the Insurer will pay costs and expenses incurred by the Insurer or with the written consent of the Insurer
  - a** in connection with the defence of any claim
  - b** for representation of the Insured
    - i** at any coroner's inquest or fatal accident inquiry in respect of death
    - ii** at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury, loss or damagewhich may be the subject of indemnity under this Section.

## Limit of Indemnity

- A.** the Insurer's liability for all compensation (including interest thereon) and claimants' costs and expenses payable in respect of
  - i** any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
  - ii** all Injury, loss and damage occurring during any one Period of Insurance and caused by and arising from Products
  - iii** all Pollution or Contamination which is deemed to have occurred during any one Period of Insuranceshall not exceed the Limit of Indemnity stated in the Schedule.
- B.** In respect of all claims against the Insured made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all
  - i** claimants' costs and expenses
  - ii** costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of such claims.

## B. Indemnity to Other Parties

- If the Insured so request the Insurer will indemnify the following parties
- a.** any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
  - b.** any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made

against the Insured  
as though each party were individually named as the Insured in this  
Section

- c. any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured.

Provided that

- i each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the Schedule.

#### **C. Joint Insured - Cross Liabilities**

If more than one party is named as the Insured this Section shall apply as though each were insured separately provided that the Insurer's liability to all parties indemnified shall not exceed in total the Limit of Indemnity shown in the Schedule.

#### **D. Overseas Personal Liability**

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or Employee of the Insured or family member of such partner, director or Employee normally resident within the territories specified in Definition 4.A. in the course of any journey or temporary visit to any other country made in connection with the Business.

#### **E. Motor Contingent Liability**

The Insurer will indemnify the Insured in the terms of this Section against liability arising out of the use in connection with the Business of any vehicle not owned, provided or being driven by the Insured but this Section does not cover liability

- a. in respect of loss of or damage to such vehicle
- b. arising out of any such use in any country outside the European Union
- c. incurred by any party other than the Insured
- d. incurred by any party identified in paragraph B. (Indemnity to Other Parties) other than an Employee.

For the purpose of this cover Exclusion 1. (Injury to Employees) does not apply.

#### **F. Health and Safety at Work - Legal Defence Costs**

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of

- a. costs and expenses incurred with the Insurer's written consent
- b. costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that

- i the proceedings relate to the health, safety or welfare of any person other than an Employee
- ii the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a fines or penalties of any kind
- b proceedings or appeals in respect of any deliberate act or omission
- c costs or expenses insured by any other insurance.

#### **G. Data Protection Act**

The Insurer will indemnify the Insured and at the Insured's request any partner, director or Employee of the Insured against the sums which the Insured or any director, partner or Employee of the Insured become(s) legally liable to pay as compensation, under Section(s) 22 and/or 23 of the Data Protection Act 1984 as amended by the Data Protection Act 1998, for damage or distress caused in connection with the Business during the Period of Insurance provided that the Insured is

- i** a registered user in accordance with the terms of the Act
- ii** not in business as a computer bureau.

The total amount payable including all costs and expenses under this paragraph, in respect of all claims occurring during any one Period of Insurance, is limited to £1,000,000.

The Insurer will not pay for

- a** any damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- b** any damage or distress caused by any act of fraud or dishonesty
- c** the costs and expenses of rectifying, rewriting or erasing data
- d** liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- e** the payment of fines or penalties.

#### **H. Defective Premises Act 1972**

The Insurer will indemnify the Insured in the terms of this Section against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by the Insured.

Provided that this Extension does not cover

- a** the costs of rectifying any damage or defect in the premises or land disposed of
- b** liability for which the Insured is entitled to indemnity under any other insurance.

#### **I. Consumer Protection and Food Safety Acts - Legal Defence Costs**

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with the written consent of the Insurer in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a** Part 2 of the Consumer Protection Act 1987

or

- b** Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a** fines or penalties of any kind
- b** proceedings or appeals in respect of any deliberate act or omission
- c** costs or expenses insured by any other policy.

#### **J. Court Attendance Compensation**

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required:

- i any director or partner £500
- ii any Employee £250

**K. Contractual Liability**

In respect of liability assumed by the Insured by a contract or agreement entered into by the Insured and which would not have attached in the absence of such contract or agreement, the indemnity provided by this Section shall only apply if the sole conduct and control of any claim is vested in the Insurer.

Provided that the Insurer shall not in any event provide indemnity

- a under Exclusion 9. a. except as stated therein
- b in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

**L. Legionellosis Liability**

Exclusion 4b. shall not apply to any discharge, release, or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like

Provided that

- a. the Insurer will only indemnify the Insured
  - i in respect of claims arising from Pollution or Contamination which arise out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like first made in writing to the Insured during the Period of Insurance
  - or
  - ii if the first notification of a circumstance which has caused or is alleged to have caused Injury or damage and can be reasonably expected to give rise to a claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like is notified to the Insurer during the Period of Insurance or within thirty (30) days after expiry of the same Period of Insurance
- b. the liability of the Insurer under this Extension for all compensation (including interest thereon) and claimants costs' and expenses payable shall not exceed £1,000,000 and for all claims arising from Pollution or Contamination shall not exceed the Limit of Indemnity as stated in the Schedule
- c. this Extension shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like if before the Period of Insurance the Insured had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

**M. Public and Products Liability - Terrorism Inner Limit**

In respect of an act of Terrorism the Limit of Indemnity under this Section shall not exceed the limit of indemnity shown in the Schedule or £5,000,000 (whichever is the lesser).

For the purposes of this limitation the Definition of an act of Terrorism is:

an act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

If the Insurer alleged that by reason of this limitation any loss damage cost or expense if not covered the burden of proving the contrary shall be upon The Insured.

## Exclusions

This Section does not cover

- 1. Injury to Employees**  
Liability in respect of Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Insured.
- 2. Work on Offshore Installations**  
Liability in respect of Injury, loss or damage arising in connection with work on or travel to or from Offshore Installations.
- 3. Fines, penalties, liquidated, punitive, exemplary or aggravated damages**  
Liability in respect of
  - a** fines, penalties or liquidated damages
  - b** punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.
- 4. Pollution or Contamination**  
Liability in respect of
  - a** Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory
  - b** Pollution or Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.
- 5. Mechanically Propelled Vehicles**  
Liability arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply
  - i** while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
  - ii** in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle  
except where more specifically insured by any other policy.
- 6. Vessels or Craft**  
Liability arising out of the ownership, possession or use by or on behalf of the Insured of any vessel or craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft).
- 7. Property in the charge or control of the Insured**  
Liability in respect of loss of or damage to any property belonging to or in the charge or control of the Insured other than
  - a** personal effects or vehicles of any partner, director or Employee of or visitor to the Insured
  - b** premises (and their contents) not belonging, leased, rented or hired to the Insured but temporarily in the charge of the Insured for the purpose of carrying out work
  - c** premises (including their fixtures and fittings) leased, rented or hired to the Insured but this Section does not cover liability attaching to the Insured solely under the terms of any tenancy or other agreement.
- 8. Damage to Goods Supplied**  
Liability in respect of
  - a** loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of the Insured
  - b** all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of

- i any such goods or property
  - ii any defective work executed by or on behalf of the Insured
- except that 8.a. and 8.b.i above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from
- 1 any alteration, repair or servicing work executed
  - 2 any other goods or property sold, supplied, delivered, installed or erected by the Insured under a separate contract.

**9. Products**

In respect of Injury, loss or damage caused by or arising from Products

- a any liability which attaches to the Insured solely under the terms of an agreement other than
  - i under any warranty of goods implied by law
  - ii under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Injury, loss or damage caused by Products entrusted to such carrier for transit by road, rail or waterway
- b any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft
- c any claim made against the Insured in any country outside the European Union in which the Insured occupy premises or are represented by any resident Employee or holder of the Insured's power of attorney.

**10. Advice and Design**

Liability for Injury, loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the Insured other than where provided or performed in connection with any Product.

**11. Contract Works and J.C.T. Clause 21.2.1**

Liability in respect of loss of or damage to any property

- a comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured
- b against which the Insured are required to effect insurance under the terms of Clause 21.2.1. of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

**12. Computer Date Recognition**

Liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, and whether occurring before, during or after the year 2000, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- i correctly to recognise any date as its true calendar date
- ii to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

**13. Hazardous Activities**

Liability in respect of Injury, loss or damage arising out of

- a bungee jumping or aerial events
- b bonfires or firework displays
- c shooting, archery or raft races

- d horse riding, fairground rides of any type or motorised racing events
- e walking or running events on public roads
- f school holiday clubs, after school clubs, play groups or crèches.

**14. Excess**

The amount of any Excess specified in the Schedule.

## **Section Conditions**

### **1 Other Insurances**

The Insurer will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this Section not been effected.

### **2 Alteration**

If at any time anything shall occur or be done which materially affects the risk insured the Insured shall give immediate notice in writing to the Insurer.

### **3 Discharge of Liability**

The Insurer may pay to the Insured in the event of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment.

### **4 Inflatable Bouncing Devices**

In respect of any inflatable bouncing devices (bouncy castles) in the Insured's custody or control for the purpose of the Business the Insured shall obtain the current HSE Guidance Requirements and effect the safety recommendations therein.

# Terrorism Section

## Definitions

### Act of Terrorism

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

### Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same Act of Terrorism. The date and time that any such period of 72 hours shall commence shall be set by the Insurer.

### Territorial Limits

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987.

**Note 1** This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

**Note 2** For the avoidance of doubt, this excludes Northern Ireland, the Isle of Man and the Channel Islands

### General Cover Policy

**a** This Policy  
or

**b** where the Cover by this Policy is limited to the Terrorism Insurance Section only, the policy or policies specified in the Terrorism Section of the Schedule to this Policy.

### Property Insured

Property as detailed in the Schedule to any General Cover Policy but excluding

- 1 property insured under a
  - a Marine, Aviation or Transit policy
  - b Motor Insurance policy (other than Motor Trade policy)
  - c Road Risks Section of a Motor Trade policy
  - d reinsurance policy or agreement.
- 2 any land or building which is insured in the name of an individual and is not occupied by that individual for residential purposes, unless
  - a insured under the same policy as the remainder of the building which is not a private residence
  - b the building is a block of flats
- 3 any Nuclear Installation or Nuclear Reactor

### Damage

Loss or destruction of or damage to Property Insured

### Consequential Loss

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the

Insured at the Premises for the purpose of the Business.

### **Nuclear Installation**

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

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

### **Nuclear Reactor**

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

### **Virus or Similar Mechanism**

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

### **Hacking**

Unauthorised access to any computer or other equipment or component of system or item which processes, stores, transmits or retrieves data, whether the property of the Insured or not.

### **Denial of Service Attack**

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess of non-genuine traffic between or amongst networks.

## **Cover**

The Insurer will pay the Insured for

- a** Damage, or
- b** Consequential Loss

Occasioned by or happening through or in consequence of an Act of Terrorism within the Territorial Limits

Provided that the insurance by this Section

- a** is not subject to the General Exclusions of the General Cover Policy
- b** is subject otherwise to all the terms and conditions of the General Cover Policy except where expressly varied within this Section
- c** is subject to a maximum Period of Insurance of 12 months from the Effective Date or any subsequent Renewal Date of this Policy

Any subsequent period of cover of 12 months, or part thereof, provided by this Section is deemed to constitute a separate Period of Insurance, provided that

- i** no subsequent Period of Insurance by this Section shall extend beyond the next Renewal Date of this Policy
- ii** The renewal premium due in respect of this Section has been received by the Insurer

**d** is not subject to any Long Term Undertaking applying to the General Cover Policy.

### **Basis of Settlement**

As described in and subject to the terms, definitions, provisions, exclusions and condition of any General Cover Policy in respect of Damage or Consequential Loss.

The most the Insurer will pay for any one Event is

- a** the Total Sum Insured, or
  - b** for each item its individual Sum Insured,  
or
  - c** any other limit of liability
- in the General Cover Policy, whichever is the less.

## Section Exclusions

The Insurer will not pay for

### 1. Digital and Cyber Risk Exclusion

any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from.

Damage to any computer or other equipment or component of a system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

or

Consequential Loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack

### 2. Riot, Civil Commotion and War

any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 3. Territorial Limits

any losses whatsoever arising directly or indirectly from any cover or extension of Premises provided by the General Cover Policy to locations outside the Territorial Limits.

## Section Conditions

### 1 Burden of Proof

In any action suit or other proceedings where the Insurer alleges that any damage or loss resulting from damage is not covered by the General Cover Policy, the burden of proving that such damage or loss is covered shall be upon the Insured.

# Complaints Procedure

## Our Commitment to You

Both Brevent and Allianz Insurance Plc are committed to delivering the highest standards of customer care.

- We will make sure all the information we give you will be clear, fair and accurate
- We will always try to be fair and reasonable whenever you need the protection of this Policy
- We will also act promptly to provide that protection

## If things go wrong

Whilst both Brevent Insurance and Allianz Insurance plc will make every effort to maintain the highest standards, we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern. In such circumstances we promise:

- To acknowledge any formal complaint in 5 days or less
- To have issues reviewed by a person of appropriate seniority and authority
- To identify the person managing your complaint in our original letter of response
- To respond fully to your complaint within a maximum of 28 days.

If for any reason this is not possible, we will write to you promptly to explain why we have been unable to finalise the matter quickly. We will also let you know when we will contact you again.

If you still feel we have been unable to resolve the matter to your satisfaction then please write to:

Allianz Insurance Plc  
Customer Satisfaction Manager  
Allianz Insurance plc  
57 Ladymead  
Guildford  
Surrey  
GU1 1DB

## Financial Ombudsman Service

If you are still unhappy following receipt of our final response, you may be eligible to refer the dispute to the Financial Ombudsman Service who will review your case on an independent basis.

The address is  
The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel: 0845 080 1800

(Please note that the Financial Ombudsman is only able to intervene in respect of personal policyholders or small businesses with a turnover less than £1,000,000).

If you take any action mentioned, it will not affect your rights to take legal action

## **Financial Services Compensation Scheme**

Allianz Insurance Plc is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation should we be unable to meet our obligations. You may contact the FSCS on 0207 892 7300 or further information is available at [www.fscs.org.uk](http://www.fscs.org.uk)