

secure investment

your property owners policy document



a warm welcome to Zurich UK Commercial

Thank you for taking out your Property Owners policy with us – and welcome to Zurich UK Commercial.

As one of the larger general insurers in the UK, we have a wealth of expertise and experience backed up by the global strength of the Zurich Financial Services Group. Zurich is renowned for innovation and customer dedication – our experts are constantly reviewing how we can update and improve our products and services for you.

At Zurich UK Commercial we have your future in mind and look forward to working closely with you.

www.zurich.co.uk/commercial

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property owners' policy

The Insured carrying on the Business described in the Schedule attached to this Policy and no other for the purpose of this insurance has applied to the Zurich Insurance Company (herein called the Insurers) for the insurance contained in this Policy and has paid or agreed to pay the premium as consideration for such insurance during the period stated in the Schedule or any subsequent period for which the Insurers shall have accepted the premium required for renewal of this Policy.

The Insurers and the Insured agree that:

this Policy, the Schedule and the Folio (including any Schedule or Folio added or issued in substitution) and any Endorsement shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

any information supplied by the Insured shall be incorporated into the contract

the Insurers will provide the insurance described in this Policy subject to the terms and conditions specified herein.

Law applicable to the contract

UK law allows both *you* and *us* to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Channel Islands or the Isle of Man relating to *your* address as shown in the schedule. If there is any dispute as to which law applies it shall be in English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance Company.



Geoff Riddell

Chief Executive

Please read this Policy carefully,
referring to the appendices indicated by
the entries in the Schedule.

If they do not meet your needs please
return them to us or your broker or agent.

This is a legal document and
should be kept in a safe place

section A – material damage

In the event of the Property Insured described in the Schedule being lost, destroyed or damaged by any of the Covers insured hereby during the Period of Insurance, the Insurers will pay to the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Insurers' option reinstate or replace such property or any part of it.

Provided that the liability of the Insurers under this Section shall not exceed:

- (i) in the whole the Total Sum Insured or in respect of any items its Sum Insured or any other Limit of Liability stated in the Schedule at the time of the loss, destruction or damage
- (ii) the Sum Insured (or Limit) remaining after deduction for any other loss, destruction or damage occurring during the same Period of Insurance, unless the Insurers shall have agreed to reinstate any such Sum Insured (or Limit).

Specification to Section A

Property Insured	All in accordance with the Schedule.
Designation	For the purpose of determining where necessary the heading under which any property is insured, the Insurers agree to accept the designation under which such property has been entered in the Insured's books.

Definitions

Buildings	1 Buildings of the Premises specified in the Schedule including: <ol style="list-style-type: none">a) landlords' fixtures and fittingsb) outbuildings, extensions, annexes, gangways, canopies, fixed signs, temporary Buildings, conveniences, lamp posts and street furniturec) walls, gates and fencesd) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises and extending to the public mains, but only to the extent of the Insured's responsibilitye) yards, car parks, roads, pavements, forecourts and similar surfaces all constructed of solid materialsf) tenants' improvements if the Insured are responsible and property comprising fixtures and fittings (but excluding moveable contents) formerly the property of tenants but relinquished to the Insured at the time of the surrender of the leaseg) Landlords' Contents as defined below, up to a limit of £25,000, unless they are insured by item 2 on the Schedule.
Landlords' Contents	2 furniture, furnishings, potted plants, trees and shrubs, video, audio, building management systems and security equipment, and other similar property of the Insured or for which the Insured are responsible all whilst contained in or on the Buildings insured hereby and the contents of fuel tanks, statues and garden furniture.

Office Contents	3	As defined in the Folio.
Damage	4	“DAMAGE”, in capital letters, shall mean loss or destruction of or damage to the Property Insured.
Defined Peril	5	“Defined Peril” shall mean Fire, Explosion, Aircraft, Riot, Riot and Malicious Persons, Earthquake, Subterranean Fire, Storm, Storm and Flood, Escape of Water or Fuel Oil, Sprinkler Leakage, Impact (Third Party Only) or Impact.

Clauses

Architects’ Surveyors’ Legal and Consulting Engineers’ Fees	1	<p>a) The insurance by each item on Buildings and Contents includes an amount in respect of Architects’, Surveyors’, Legal and Consulting Engineers’ Fees.</p> <p>b) The insurance on Fees applies only to those necessarily and reasonably incurred in the reinstatement or repair of Property Insured consequent upon its DAMAGE but not for preparing any claim, it being understood that the amount payable under the item shall not exceed in total its sum insured.</p>
Automatic Reinstatement of Loss	2	In the absence of written notice by the Insurers or the Insured to the contrary within 30 days of the DAMAGE the insurance hereby shall not be reduced by the amount of any loss in consideration of which the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance provided that the Insured shall take immediate steps to effect such additions to or variations in the protection of the Property Insured as the Insurers may require.
Capital Additions	3	<p>The insurance by this Section shall subject to its terms and conditions extend to cover:</p> <p>a) any newly acquired Buildings and Contents in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in so far as the same are not otherwise insured and</p> <p>b) alterations, additions and improvements to Buildings and Contents but not in respect of any appreciation in value</p> <p>during the current Period of Insurance provided that:</p> <p>i) at any one situation this cover shall not exceed 10% of the Total Sum Insured on such property or £1,000,000 whichever is the less</p> <p>ii) the Insured undertakes to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Insurers’ liability</p> <p>iii) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above.</p>

Contracting Purchaser's Interest	4	If at the time of DAMAGE the Insured shall have contracted to sell his interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such DAMAGE by him or on his behalf) shall be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or the Insurers until completion.
Contractors' Interest	5	Where the Insured is required to effect insurance on the Buildings in the joint names of themselves and the contractor under the terms of a contract condition then the interest of the contractor in the Buildings as a joint insured is hereby noted subject to any single contract valued in excess of £150,000 or 10% of the Sum Insured on the Building whichever is the less being advised to the Insurers and an additional premium being paid as appropriate.
Fire Extinguishment Expenses	6	The Insurers will pay the reasonable costs incurred by the Insured in: <ul style="list-style-type: none"> a) refilling fire extinguishing appliances b) recharging halon gas and CO2 flooding systems c) replacing used sprinkler heads d) refilling sprinkler tanks where costs are metered e) resetting fire and intruder alarms and closed circuit television systems all in consequence of DAMAGE as insured hereby.
Index Linking	7	Where so indicated in the Schedule the sum insured will be adjusted during the Period of Insurance in accordance with fluctuations in suitable indices of cost. In the event of loss the sum insured will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided that repair or reinstatement is carried out without unreasonable delay. The premium will remain unchanged during the Period of Insurance but at each renewal the premium will be calculated on the revised sum insured.
Landscaped Gardens	8	The insurance hereby extends to cover costs and expenses incurred with the consent of the Insurers in making good destruction of or damage to landscaped gardens or grounds at the premises caused by DAMAGE as insured hereby but excluding: <ul style="list-style-type: none"> a) the cost of movement of soil other than as necessary for surface preparation b) the failure of trees, shrubs or turf to become established following replanting c) the failure of seeds to germinate. It is understood that: <ul style="list-style-type: none"> (i) the Insurers shall not be liable for the first £1,000 (or the Amount of the Excess stated in the Schedule, whichever is the greater) in respect of each and every loss arising from DAMAGE caused by Storm, Flood or Malicious Persons (other than by Fire or Explosion) not acting on behalf of or in connection with any political organisation or any other risk falling within the cover "All Other Damage"

- (ii) the Insurers' liability any one occurrence shall not exceed £25,000 or 10% of the sum insured by the relevant item, whichever is the less.

Loss of Market Value	9	<p>It is understood that:</p> <ul style="list-style-type: none">a) if the Insured elects not to repair or rebuild the Buildings, the Insurers will pay to the Insured the reduction in the market value of the Buildings immediately following the DAMAGE but not exceeding the amount which would have been payable had the Buildings been repaired or rebuiltb) if 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 Condition European Community and Public Authorities including Undamaged Property) and as a result there is reduction in market value thereof the Insurers agree to pay:<ul style="list-style-type: none">i) the cost of repairing or reinstating the Buildings andii) a cash settlement representing the reduction in market valueso 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. <p>Provided that:</p> <ul style="list-style-type: none">i) the total amount recoverable under any item of the Policy shall not exceed its sum insuredii) all the terms and conditions of the Policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.
Metered Water	10	<p>The Insurers will pay the cost for which the Insured is responsible in respect of loss of metered water resulting from the escape of water from pipes apparatus or tanks in consequence of DAMAGE as insured hereby provided that the amount payable in respect of any one premises is limited to such excess water charges demanded by the Water Authority.</p>
Mortgagees and Lessors	11	<p>Any increase in the risk of DAMAGE resulting from any act or neglect of any Mortgagor, Leaseholder, Lessee or Occupier of any Buildings insured by this Policy will not prejudice the interest of any Mortgagee, Freeholder or Lessor provided such increase in risk is without their prior knowledge or authority and that the Insurers are notified immediately they become aware of such increase in risk and pay an appropriate additional premium if required.</p>
Non-Invalidation	12	<p>This Policy shall not be invalidated by any act or omission or by any alteration whereby the risk of DAMAGE is increased unknown to or beyond the control of the Insured, provided the Insured, immediately they become aware thereof shall give notice to the Insurers and pay an appropriate additional premium if required.</p>

- Other Interests** **13** It is understood and agreed that the interest of various Lessees, Freeholders, Mortgagees or Debenture Holders in the Property Insured are noted at the request of the Insured. The Insured undertake to declare the names, nature and extent of such interests at the time of the DAMAGE.
- Other Premises** **14** Any Contents insured hereby are covered whilst temporarily removed to any other premises in the occupation of the Insured in Great Britain and Northern Ireland but only up to a limit of £10,000 and only if they are not otherwise insured.
- Removal of Debris** **15** The insurance by all items of this Section extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurers in:
- a) removing debris
 - b) dismantling and/or demolishing
 - c) shoring up or propping
 - d) boarding up of windows and doors
 - e) weatherproofing
- of the portion or portions of the Property Insured by the said items destroyed or damaged by any Cover hereby insured.
- The liability of the Insurers under this clause and the Policy in respect of any item shall in no case exceed its sum insured.
- The Insurers will not pay for any costs or expenses:
- a) incurred in removing debris except from the site of such property destroyed or damaged and from the surface of the area immediately adjacent to such site
 - b) arising from pollution or contamination of property not insured by this Policy.
- Residential Property** **16** In the event of any loss, destruction or damage as insured hereby resulting in:
- a) a residential building or residential portion of any Building insured hereby being uninhabitable or
 - b) access being prevented to such property
- this Section extends to include Rent Receivable as defined in Section B1 and the reasonable additional cost of comparable accommodation incurred by the lessee or owner until the said property is habitable or accessible.
- The Insurers' Liability shall not exceed 25% of the Sum Insured applicable to the residential Building or residential portion of the Building concerned during any one Period of Insurance.
- Subrogation Waiver** **17** In the event of a claim arising under this Policy, the Insurers agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:
- a) any Company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to the Insured as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the DAMAGE

- b) 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 (N.I.) Order, as appropriate, current at the time of the DAMAGE
- c) any tenant or lessee in respect of DAMAGE where the premium has been paid by the tenant or lessee unless such DAMAGE arises out of a criminal or malicious act of the tenant or lessee.

Temporary Removal

- 18** The property insured by this Section is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in Great Britain and Northern Ireland.

Provided that:

- a) the liability of the Insurers under this clause in respect of each item of the Section for any DAMAGE occurring elsewhere than at the within mentioned Premises shall not exceed 10% of the Sum Insured by the item as specified in the Folio
- b) this extension does not apply to property in so far as it is otherwise insured.

Theft of Keys

- 19** If the Cover of Theft is insured hereby, the Insurers will pay to the Insured the reasonable expenses not exceeding £500 incurred for the necessary replacement of locks following the loss of keys to the premises caused by Theft from the premises or Theft from the private residence of the Insured or an authorised employee.

Trace and Access

- 20** It is understood and agreed that in the event of DAMAGE resulting from the Escape of Water or Fuel Oil or Sprinkler Leakage, if insured hereby, the insurance is extended to include the cost necessarily and reasonably incurred in locating the source of such DAMAGE and the subsequent making good of damage caused as a consequence thereof.

It is understood that the Insurers' liability any one occurrence shall not exceed £25,000 or 10% of the sum insured by the relevant item, whichever is the less.

Unauthorised use of Electricity Gas Oil or Water

- 21** The insurance hereby extends to include the cost of metered electricity, gas, oil or water for which the Insured are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the Premises without the Insured's authority.

It is understood and agreed that:

- (i) all practicable steps are taken to terminate such unauthorised use as soon as it is discovered
- (ii) the Insurers' limit of liability any one occurrence shall not exceed £25,000 or 10% of the sum insured by the relevant item whichever is the less.

**Upgrading
Sprinkler
Installations**

- 22** The Insurance hereby extends to include the additional costs incurred following loss or destruction of or damage to the automatic sprinkler installation at the Premises by any Cover insured hereby in the event that on repair or reinstatement thereof, the Insurers require the installation to conform to the Loss Prevention Council Rules for Automatic Sprinkler Installations current at that time.

It is understood that the total amount recoverable under any item of the Policy shall not exceed its sum insured.

Workmen

- 23** Workmen are allowed to work in the Buildings for the purposes of effecting any repairs, minor additions and alterations or decorations without prejudice to this insurance.

Supplementary Conditions

- | | |
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| Condition of Average (Underinsurance) | <p>1 The Sum Insured by each item of this Section (other than those applying solely to fees, rent, removal of debris or private dwelling houses) is declared to be separately subject to Average.</p> <p>Whenever a Sum Insured is declared to be subject to Average, if such sum shall at the commencement of any DAMAGE be less than the value of the property covered within such Sum Insured, the amount payable by the Insurers in respect of such DAMAGE shall be proportionately reduced.</p> |
| Firebreak Doors and Shutters | <p>2 The Insured undertakes to maintain all firebreak doors and shutters within their custody or control in efficient working order and to keep them free from obstruction at all times.</p> |
| Security Requirements | <p>3 In respect of Buildings occupied by the Insured or for which the security is the direct responsibility of the Insured or their agents and/or in respect of any empty or disused Buildings of which the Insurers have been notified:</p> <ul style="list-style-type: none">a) any additional protection required by the Insurers shall be fitted in accordance with their requirements and together with all other devices for the protection of the Property Insured shall be kept in good order and put into full and effective operation whenever the Premises are closed for business to customers or callers or are unattendedb) all keys including duplicate keys relative to the security of a portion of the Premises or to any safe or strong room containing Property Insured shall be removed from that portion of the Premises whenever they are closed for business or left unattended. |
| Unoccupied Buildings | <p>4 Whenever a Building or portion thereof becomes unoccupied:</p> <ul style="list-style-type: none">a) the Insurers shall not be liable for the first £500 of each claim following DAMAGE resulting from acts of Malicious Persons, (other than by Fire or Explosion) not acting on behalf of or in connection with any political organisation, Storm, Flood, Escape of Water or Fuel Oil, Sprinkler Leakage or Theftb) the following action must be implemented by the Insured:<ul style="list-style-type: none">i) All mains services must be turned off (except electricity supply to maintain any fire or intruder alarm system) and the water system must be completely drained, or during the period 1st October to 1st April each year central heating systems must be kept working at a minimum temperature of 5 degrees C. Where sprinkler systems are installed and water supplies must be maintained, heating must be maintained at a minimum temperature of 5 degrees C.ii) Unless the Insured are notified by the Insurers in writing to the contrary an inspection of the Building internally and externally must be carried out every seven days by an authorised representative (or such other frequency as notified in writing by the Insurers) and any waste removed |

- iii) All letter boxes must be sealed up and steps taken to prevent accumulations of mail
- iv) Buildings must be secured against unlawful entry by closing and locking doors and windows and setting any security and alarm systems.

The following Supplementary Conditions are applicable only if indicated in the Schedule to be operative.

**Inflation
Protection
– Day One Basis**

- 5 A) Subject to the following special conditions the basis upon which the amount payable in respect of any item on Buildings and Contents is to be calculated shall be the reinstatement of the property lost, destroyed or damaged.

For this purpose “reinstatement” means:

- a) the rebuilding or replacement of property lost or destroyed which, provided the liability of the Insurers is not increased, may be carried out:
 - i) in any manner suitable to the requirements of the Insured
 - ii) upon another site
- b) the repair or restoration of property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

- B) The Insured having stated in writing the Declared Value (shown in brackets below the sum insured) of each of the said items, the premium has been calculated accordingly.

“Declared Value” means the Insured’s assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph A(a) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides, due allowance for:

- a) the additional cost of reinstatement to comply with European and Public Authority requirements
- b) professional fees
- c) debris removal costs.

Special Conditions

- i) At the inception of each period of insurance the Insured shall notify the Insurers of the Declared Value of the Property Insured by each of the said item(s). In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing period of insurance.
- ii) If at the time of DAMAGE the Declared Value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph B above) at the inception of the period of insurance then the Insurers’ liability for the DAMAGE shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement.

- iii) The liability of the Insurers for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- iv) No payment beyond the amount which would have been payable in the absence of this Supplementary Condition shall be made:
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have been actually incurred
 - c) if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
- v) All the terms and conditions of the Policy shall apply:
 - a) in respect of any claim payable under the provisions of this Supplementary Condition except in so far as they are varied hereby
 - b) where claims are payable as if this Supplementary Condition had not been incorporated except that the sum(s) insured shall be limited to the percentage of the Declared Value(s) as stated in the Schedule.

**European
Community and
Public Authorities
Including
Undamaged
Property**

- 6** Subject to the following special conditions the insurance in respect of Buildings and Contents extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:
- A European Community Legislation, or
 - B Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (hereinafter referred to as “the Stipulations”) in respect of:
 - i) the lost, destroyed or damaged property thereby insured
 - ii) undamaged portions thereof
 - iii) any water supply equipment at the Premises supplying the sprinkler installation in undamaged portions of the Premises
- excluding:
- (a) the cost incurred in complying with the Stipulations:
 - i) in respect of DAMAGE occurring prior to the granting of this extension
 - ii) in respect of DAMAGE not insured by the Policy
 - iii) under which notice has been served upon the Insured prior to the happening of the DAMAGE
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of property entirely undamaged by any Cover hereby insured against.
 - (b) the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the 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 or by the owner thereof by reason of compliance with the Stipulations.

Special Conditions

- i) 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 Insurers may allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Insurers under this extension not being thereby increased.
- ii) If the liability of the Insurers under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurers under the extension (in respect of any such item) shall be reduced in like proportion.
- iii) The total amount recoverable under any item of the Policy in respect of this extension shall not exceed:
 - (a) in respect of the lost destroyed or damaged property its Sum Insured
 - (b) in respect of undamaged portions of property (other than foundations), 20% of the total amount for which the Insurers would have been liable had the property insured by the item at the Premises where the DAMAGE has occurred been wholly destroyed.
- iv) The total amount recoverable under any item of the Policy shall not exceed its sum insured.
- v) All the terms and conditions of the Policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.

Reinstatement **7** Subject to the following special conditions the basis upon which the amount payable in respect of Buildings and Contents is to be calculated shall be the reinstatement of the property lost destroyed or damaged.

For this purpose "reinstatement" means:

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

Special Conditions

- i) The liability of the Insurers for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.

- ii) No payment beyond the amount which would have been payable in the absence of this Supplementary Condition shall be made:
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have been actually incurred
 - c) if the property Insured at the time of its loss, destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
- iii) All the terms and conditions of the Policy shall apply:
 - a) in respect of any claim payable under the provisions of the Supplementary Condition except in so far as they are varied hereby
 - b) where claims are payable as if this Supplementary Condition had not been incorporated.
- iv) If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Supplementary Condition exceeds its Sum Insured at the commencement of any DAMAGE, the liability of the Insurers shall not exceed that proportion of the amount of the DAMAGE which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

Special Condition iv) is not applicable to Buildings and Contents indicated in the Schedule to be indexed linked.

section B1 – business interruption

In the event of any building or other property used by the Insured at the Premises for the purpose of the Business being lost destroyed or damaged by any of the Covers insured hereby during the Period of Insurance and in consequence the Business carried on by the Insured at the Premises be interrupted or interfered with then the Insurers will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference.

Provided that:

- a) at the time of the happening of the loss destruction or damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such loss, destruction or damage and that:
 - i) payment shall have been made or liability admitted therefor, or
 - ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- b) the liability of the Insurers under this Section shall not exceed:
 - i) in the whole the Total Sum Insured or in respect of any item its Sum Insured or any other Limit of Liability stated in the Schedule at the time of the loss destruction or damage
 - ii) the Sum Insured (or Limit) remaining after deduction for any other interruption or interference consequent upon loss destruction or damage occurring during the same Period of Insurance, unless the Insurers shall have agreed to reinstate any such Sum Insured (or Limit).

Specification 1 to Section B1

Item 1 – On Rent Receivable	£ Estimated Rent Receivable as stated in the Schedule
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The insurance under Item No. 1 is limited to (a) Loss of Rent Receivable and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be:

- a) in respect of loss of Rent Receivable: the amount by which the Rent Receivable during the Indemnity Period shall, in consequence of the Incident, fall short of the Standard Rent Receivable
- b) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of the Rent Receivable as may cease or be reduced in consequence of the Incident

Notwithstanding proviso b to Section B1:

- a) the liability of the Insurers shall in no case exceed, in respect of Rent Receivable 200% of the Estimated Rent Receivable stated herein, in respect of each other item 100% of the Sum Insured stated herein, nor in the whole the sum of 200% of the Estimated Rent Receivable and 100% of the Sums Insured by other items, or such other amounts as may be substituted therefor by endorsement signed by or on behalf of the Insurers

- b) in the absence of written notice by the Insured or the Insurers to the contrary the Insurers' liability shall not stand reduced by the amount of any loss, the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

Definitions

- Notes:**
- a) To the extent that the Insured is accountable to the tax authorities for Value Added Tax, all terms in this Policy shall be exclusive of such tax.
 - b) For the purpose of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

Consequential Loss	1	"CONSEQUENTIAL LOSS", in capital letters, shall mean 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.
Defined Peril	2	"Defined Peril" shall mean Fire, Explosion, Aircraft, Riot, Riot and Malicious Persons, Earthquake, Subterranean Fire, Storm, Storm and Flood, Escape of Water or Fuel Oil, Sprinkler Leakage, Impact (Third Party Only) or Impact.
Incident	3	Loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.
Indemnity Period	4	The period beginning with the occurrence of the Incident and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence thereof.
Maximum Indemnity Period	5	as stated in the Schedule.
Rent Receivable	6	The amount of the rent, service charges and other income received or receivable from the letting of the Premises and Services rendered thereat.
Estimated Rent Receivable	7	The amount declared by the Insured to the Insurers as representing not less than the Rent Receivable which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months).

- Standard Rent Receivable** 8 The Rent Receivable during that period in the twelve months immediately before the date of the Incident which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Incident or which would have affected the Business had the Incident not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident.

Clauses

- Alternative Trading** 1 If during the Indemnity Period the Business shall be conducted elsewhere than at the Premises the money paid or payable to the Insured in respect of such other Premises shall be brought into account in arriving at the Rent Receivable during the Indemnity Period.
- Buildings Awaiting Sale** 2 If at the time of the Incident the Insured shall have contracted to sell their interest in the buildings and the sale is cancelled or delayed solely in consequence of the Incident the amount payable may at the Insured's option be as follows:
- either
- a) during the period prior to the date upon which but for the Incident the buildings would have been sold the loss of rent being the actual amount of the reduction in the Rent Receivable by the Insured during the Indemnity Period solely in consequence of the Incident
 - or
 - b) during the period commencing with the date upon which but for the Incident the buildings would have been sold and ending with the actual date of sale or with the expiry of the Indemnity Period if earlier the loss in respect of interest being:
 - i) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the Business
 - ii) the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under paragraph 1) above)
- less any amount receivable in respect of Rent.

This Section also covers with the consent of the Insurers: additional expenditure being the expenditure necessarily and reasonably incurred during the Indemnity Period in consequence of the Incident solely to avoid or minimise the loss payable under (a) and (b) above.

Capital Additions Rent Receivable	3	The insurance extends to cover Rent Receivable in respect of newly acquired or newly erected Buildings or alterations, additions or extensions to the Buildings insured by this Policy in so far as such Rent Receivable is not otherwise insured provided that: <ul style="list-style-type: none"> (a) at any one situation this cover shall not exceed 10% of the Sum Insured under this Section or £500,000 during any one Period of Insurance, whichever is the less (b) the Insured shall give particulars of such Capital Additions as soon as reasonably practical and shall effect specific insurance thereon retrospective to the date of the commencement of the Insurers' liability (c) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under (b) above.
Cost of Reletting	4	This Section is extended to include the costs necessarily and reasonably incurred with the consent of the Insurers during the Indemnity Period in reletting the buildings (including legal fees in connection with the reletting) solely in consequence of the Incident.
Loss of Investment Income on Late Payment	5	Where following an Incident the Insurers are making a payment in respect of Rent Receivable and the payment to the Insured by the Insurers is made later than the date upon which the Insured would normally expect to receive such rent from the lessee the Insurers will pay a further sum representing the interest which the Insured would have earned by placing the money in their normal deposit account on the earlier date.
New Business	6	For the purpose of any claim arising from an Incident occurring before the completion of the first year's trading of the Business at the Premises the term "Standard Rent Receivable" shall bear the following meaning and not as within stated:- <p>Standard Rent Receivable – The proportional equivalent for a period equal to the Indemnity Period of the Rent Receivable realised during the period between the commencement of the Business and the date of the Incident to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business whether before or after the Incident or which would have affected the Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident.</p>
Payments on Account	7	Payments on account may be made during the Indemnity Period if required by the Insured subject to any necessary adjustments at the end of the Indemnity Period.
Professional Accountants	8	Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurers under the Claims Condition of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their reports shall be prima facie evidence of the particulars and details to which such reports relate.

The Insurers will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or any other proofs, information or evidence as may be required by the Insurers under the terms of the Claims Condition of this policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the Section shall in no case exceed the liability of the Insurers as stated.

- Renewal** **9** The Insured shall prior to each renewal provide the Insurers with the Estimated Rent Receivable for the financial year most nearly concurrent with the ensuing year of insurance.
- Subrogation Waiver** **10** In the event of a claim arising under this Policy, the Insurers agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:
- a) any Company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to the Insured as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the Incident
 - b) 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 (N.I.) Order, as appropriate, current at the time of the Incident
 - c) any tenant or lessee in respect of CONSEQUENTIAL LOSS applicable to the Premises unless such CONSEQUENTIAL LOSS arises out of a criminal or malicious act of the tenant or lessee.

Extensions

- 1** Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental loss, destruction, or damage at the under-noted situations or to property as under-noted shall be deemed to be an Incident, provided that, after the application of all other terms and conditions of the Policy the liability under the Extension(s) in respect of any one occurrence shall not exceed:
- i) the percentage of the sum insured or limit by each item of this Section, or
 - ii) the amounts shown below.

a) Prevention of Access

Property in the vicinity of the Premises, loss or destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall be damaged or not, but excluding loss or destruction of or damage to property of any supply undertaking from which the Insured obtains electricity, gas, water or telecommunications services which prevents or hinders the supply of such services, to the Premises.

Limit 100%.

b) Public Utilities

Property at any:

- i) generating station or sub-station of the public electricity supply undertaking
- ii) land based Premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- iii) water works or pumping station of the public water supply undertaking
- iv) land based Premises of the public telecommunications undertaking from which the Insured obtains electricity, gas, water or telecommunications services all in Great Britain or Northern Ireland.

Limit 100%.

N.B. The Prevention of Access and Public Utilities Extensions are only applicable if indicated in the Schedule to be operative.

c) Managing Agents

Property at the Premises of any managing agents employed or engaged to collect Rent Receivable provided that:

- i) such Rent Receivable is not paid to the Insured as a direct result of the Incident
- ii) the Rent Receivable is not outstanding for 120 days in excess of its due date
- iii) all reasonable steps to recover the Rent Receivable are taken
- iv) such Rent Receivable is not recoverable under any other Policy.

Limit 20%.

2 Unlawful Occupation

Subject to the conditions of the Policy loss as insured by this Section is extended to include loss resulting from interruption of or interference with the Business in consequence of access to or use of the Premises being hindered or prevented due to the Premises or property in the vicinity of the Premises or any rights of way being:

- a) occupied by terrorists or persons thought to be terrorists
- b) unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers
- c) thought to contain or actually containing a harmful device provided that the police are immediately informed.

It is understood that the Insurers shall not be liable for:

- i) loss arising from any cause within the control of the Insured
- ii) loss as a result of physical loss or destruction of or damage to property
- iii) loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear
- iv) any incident involving prevention or hindrance of access to or use of the Premises for less than 12 hours duration.

Limit £10,000.

Specification 2 to Section B1

Item 1 –	On Increase Cost of Working	£ Sum Insured as stated in the Schedule
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The Insurance under this Section is limited to Increased Cost of Working and the amount payable as indemnity thereunder shall be the increased expenditure reasonably incurred by the Insured during the Indemnity Period in order to minimise any interruption of or interference with the Business in consequence of the Incident.

Provided that in the event of loss the Insurers shall be liable for not more than one third of the Sum Insured hereunder in respect of such additional expenditure arising in the first quarter of the Maximum Indemnity Period following the date of the Incident nor more than an equal proportion of the balance of the Sum Insured per month in respect of the additional expenditure in the remainder of the Maximum Indemnity Period.

- Notes:**
- i) To the extent that the Insured is accountable to the tax authorities for Value Added Tax, all terms in this policy shall be exclusive of such tax.
 - ii) For the purpose of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

Definitions

Consequential Loss	“CONSEQUENTIAL LOSS”, in capital letters, shall mean 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.
Defined Peril	“Defined Peril” shall mean Fire, Explosion, Aircraft, Riot, Riot and Malicious Persons, Earthquake, Subterranean Fire, Storm, Storm and Flood, Escape of Water or Fuel Oil, Sprinkler Leakage, Impact (Third Party Only) or Impact.
Incident	Loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.
Indemnity Period	The period beginning with the occurrence of the Incident and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Incident.
Maximum Indemnity Period	as stated in the Schedule.

Clauses

- Professional Accountants**
- 1 Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurers under the Claims Condition of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their reports shall be prima facie evidence of the particulars and details to which such reports relate.
- The Insurers will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or any other proofs, information or evidence as may be required by the Insurers under the terms of the Claims Condition of this policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the Section shall in no case exceed the liability of the Insurers as stated.
- Payments on Account**
- 2 Payments on account may be made during the Indemnity Period if required by the Insured subject to any necessary adjustments at the end of the Indemnity Period.

Extensions

It is understood and agreed that Extensions detailed in Specification 1 shall apply to this Specification in like manner.

section B2 – book debts

In the event of loss, destruction of, or damage to, the Insured's books of account or other business books or records at the Premises during the Period of Insurance by any Cover insured hereby (loss, destruction or damage so caused being hereinafter termed DAMAGE) and the Insured be in consequence thereof unable to trace or establish the Outstanding Debit Balances in whole or in part due to them then the Insurers will pay to the Insured the amount of loss resulting from such DAMAGE in accordance with the provisions herein contained.

Provided that the liability of the Insurers shall not exceed:

- a) the Total Sum Insured stated in the Schedule at the time of the DAMAGE
- b) the Sum Insured remaining after deduction for any other DAMAGE during the same Period of Insurance, unless the Insurers shall have agreed to reinstate any such Sum Insured.

Specification to B2

	£ Sum Insured as stated in the Schedule
On Outstanding Debit Balances	

The insurance hereunder is limited to the loss sustained by the Insured in respect of Outstanding Debit Balances directly due to the DAMAGE and the amount payable in respect of any one occurrence of DAMAGE shall not exceed:

- a) the difference between:
 - i) Outstanding Debit Balances and
 - ii) the total of the amounts received or traced in respect thereof
- b) the additional expenditure incurred with the previous consent of the Insurers in tracing and establishing customers' debit balances after the DAMAGE provided that if the Sum Insured by this Item be less than the Outstanding Debit Balances the amount payable shall be proportionately reduced.

Definitions

Customers' Accounts	as stated in the Schedule.
Defined Peril	"Defined Peril" shall mean Fire, Explosion, Aircraft, Riot, Riot and Malicious Persons, Earthquake, Subterranean Fire, Storm, Storm and Flood, Escape of Water or Fuel Oil, Sprinkler Leakage, Impact (Third Party Only) or Impact.
Outstanding Debit Balances	The total amount due to the Insured at the date of the DAMAGE less bad debts.

Clauses

Automatic Reinstatement of Loss

- 1 In the absence of instructions from the Insured or the Insurers to the contrary, in consideration of the insurance not being reduced by the amount of any loss the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.

Professional Accountants' Charges

- 2 The Insurers will pay the reasonable charges payable by the Insured to their Professional Accountants for producing any particulars or details or any other proofs, information or evidence as may be required by the Insurers under the terms of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this Section shall in no case exceed the Total Sum Insured hereby.

covers applicable to sections A, B1 & B2

The following Covers are only applicable if indicated in the Schedule to be operative.

Short Title

Fire

FIRE but excluding DAMAGE or CONSEQUENTIAL LOSS caused by:

- a) explosion resulting from fire
- b) earthquake or subterranean fire

LIGHTNING

EXPLOSION

- a) of boilers
- b) of gas

used for domestic purposes only

- c) in respect of Sections B1 and B2

of any other boilers or economisers on the Premises

but excluding DAMAGE or CONSEQUENTIAL LOSS caused by earthquake or subterranean fire.

Theft

THEFT or ATTEMPTED THEFT or ROBBERY or ATTEMPTED ROBBERY committed on the Premises – including any directly resulting:

- a) damage to the Buildings of the Premises falling to be borne by the Insured
- b) damage to glass which:
 - i) is accompanied by and directly forms part of other DAMAGE to which this Cover applies, or
 - ii) is accepted by a Police Authority as prima facie evidence of attempted theft within the meaning of this Cover

but only if and so far as the glass is not more specifically insured

but excluding:

- a) any loss, destruction or damage contributed to or caused by any person lawfully on the Premises
- b) in respect of Section A
in respect of each and every loss as ascertained after the application of any Condition of Average, the amount stated in the Schedule to be the Excess.

Explosion

EXPLOSION excluding:

- i) in respect of Section A
DAMAGE caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured
- ii) in respect of Sections B1 and B2
CONSEQUENTIAL LOSS or DAMAGE caused by the bursting of any vessel machine or apparatus (not being a boiler or economiser on the Premises) in which internal pressure is due to steam only and belonging to or under the control of the Insured.

Aircraft	Aircraft or other aerial devices or articles dropped therefrom.
Riot	<p>RIOT, CIVIL COMMOTION, STRIKERS, LOCKED-OUT WORKERS or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, excluding:</p> <p>a) DAMAGE or CONSEQUENTIAL LOSS</p> <p style="padding-left: 20px;">i) arising from confiscation, requisition or destruction by order of the government or any public authority</p> <p style="padding-left: 20px;">ii) arising from cessation of work</p> <p>b) in respect of Sections B1 and B2 CONSEQUENTIAL LOSS or DAMAGE arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.</p>
Riot and Malicious Persons	<p>RIOT, CIVIL COMMOTION, STRIKERS, LOCKED-OUT WORKERS or persons taking part in labour disturbances or MALICIOUS PERSONS excluding:</p> <p>a) DAMAGE or CONSEQUENTIAL LOSS</p> <p style="padding-left: 20px;">i) arising from confiscation, requisition or destruction by order of the government or any public authority</p> <p style="padding-left: 20px;">ii) arising from cessation of work</p> <p>b) as regards DAMAGE (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation</p> <p style="padding-left: 20px;">i) DAMAGE by theft or attempted Theft</p> <p style="padding-left: 20px;">ii) in respect of Section A in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess</p> <p>c) in respect of Sections B1 and B2 CONSEQUENTIAL LOSS or DAMAGE arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records programs or software.</p>
Earthquake	EARTHQUAKE
Subterranean Fire	SUBTERRANEAN FIRE
Storm	<p>STORM excluding:</p> <p>a) DAMAGE or CONSEQUENTIAL LOSS caused by:</p> <p style="padding-left: 20px;">i) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam</p> <p style="padding-left: 20px;">ii) inundation from the sea whether resulting from storm or otherwise</p>

- b) DAMAGE or CONSEQUENTIAL LOSS attributable solely to change in the water table level
- c) DAMAGE or CONSEQUENTIAL LOSS caused by frost, subsidence, ground heave or landslip
- d) DAMAGE or CONSEQUENTIAL LOSS in respect of movable property in the open, fences and gates
- e) in respect of Section A
in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

Storm and Flood

STORM and FLOOD excluding:

- a) DAMAGE or CONSEQUENTIAL LOSS attributable solely to change in the water table level
- b) DAMAGE or CONSEQUENTIAL LOSS caused by frost, subsidence, ground heave or landslip
- c) DAMAGE or CONSEQUENTIAL LOSS in respect of movable property in the open, fences and gates
- d) in respect of Section A
in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

Escape of Water or Fuel Oil

ESCAPE OF WATER or FUEL OIL FROM ANY TANK APPARATUS or PIPE excluding:

- a) DAMAGE or CONSEQUENTIAL LOSS caused by water discharged or leaking from any automatic sprinkler installation
- b) in respect of Section A
In respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

Sprinkler Leakage

ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION in the Premises but excluding:

- a) DAMAGE or CONSEQUENTIAL LOSS caused by explosion, earthquake, subterranean fire or heat caused by fire
- b) in respect of Section A
in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

Impact (Third Party Only)

IMPACT by any mechanically propelled vehicle or by goods falling therefrom or animal not belonging to or under the control of the Insured or any occupier of the Premises or their respective employees whilst in the course of their employment, but excluding DAMAGE or CONSEQUENTIAL LOSS in respect of property in transit.

Impact IMPACT by any mechanically propelled vehicle or by goods falling therefrom or animal but excluding:

- a) DAMAGE or CONSEQUENTIAL LOSS in respect of property in transit
- b) In respect of Section A
DAMAGE by mechanically propelled vehicles or animals belonging to or under the control of the Insured or any occupier of the Premises or their respective employees whilst in the course of their employment the amount stated in the Schedule to be the Excess in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance).

Subsidence SUBSIDENCE or GROUND HEAVE of any part of the site on which the property stands or LANDSLIP excluding:

- a)
 - i) DAMAGE to land insured hereby unless also affecting a Building insured hereby
 - ii) CONSEQUENTIAL LOSS in respect of land insured hereby unless a Building at the same Premises used by the Insured for the purpose of the Business is also damaged thereby
- b) DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:
 - i) the normal settlement or bedding down of new structures
 - ii) the settlement or movement of made-up ground
 - iii) coastal or river erosion
 - iv) defective design or workmanship or the use of defective materials
 - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- c)
 - i) DAMAGE or
 - ii) loss resulting from destruction or damage which originated prior to the inception of this cover
- d) DAMAGE or CONSEQUENTIAL LOSS resulting from:
 - i) demolition, construction, structural alteration or repair of any property or
 - ii) groundworks or excavation at the same Premises
- e) in respect of Section A
in respect of each and every loss at each separate Premises as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

All Other Damage ALL OTHER ACCIDENTAL DAMAGE excluding:

- 1 DAMAGE or CONSEQUENTIAL LOSS resulting from any:
 - a) of the Covers
 - b) of the causes expressly excluded from the Covers specified above (whether insured or not).
- 2 DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of:
 - a) inherent vice, latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials
 - b) faulty or defective workmanship, operational error or omission, on the part of the Insured or any of their employeesbut this shall not exclude subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause which is not otherwise excluded.

- 3 DAMAGE or CONSEQUENTIAL LOSS 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, texture or finish
- DAMAGE or CONSEQUENTIAL LOSS consisting of:
- c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
 - d) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates
 - e) CONSEQUENTIAL LOSS caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services except where such act is solely for the purpose of safeguarding human life
- but this shall not exclude:
- i) such DAMAGE or CONSEQUENTIAL LOSS which itself results from any accidental loss, destruction or damage not otherwise excluded
 - ii) subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded.
- 4 DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of acts of fraud or dishonesty but this shall not exclude such DAMAGE or CONSEQUENTIAL LOSS if resulting from a cause which is not otherwise excluded.
- 5 DAMAGE caused by or consisting of or CONSEQUENTIAL LOSS arising directly or indirectly from disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 6 in respect of Sections B1 and B2 CONSEQUENTIAL LOSS or DAMAGE arising directly or indirectly from erasure, loss, distortion or corruption of information on computer systems or other records programs or software.
- 7
- a) in respect of Section A
destruction of or damage to a building or structure caused by its own collapse or cracking
 - b) in respect of Sections B1 and B2
loss resulting from destruction of or damage to a building or structure used by the Insured at the Premises caused by its own collapse or cracking.
- 8 in respect of Section A
in respect of each and every loss as ascertained after the application of any Condition of Average (Underinsurance) the amount stated in the Schedule to be the Excess.

exclusions applicable to sections A, B1 & B2

This Policy does not cover:

- 1 DAMAGE or CONSEQUENTIAL LOSS occasioned by riot or civil commotion unless this cover is specified in the Schedule and then only to the extent stated.

- 2
 - a) in respect of Section A
loss or destruction or damage caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded, caused by:
 - i) pollution or contamination which itself results from a Defined Peril hereby insured against
 - ii) a Defined Peril hereby insured against which itself results from pollution or contamination
 - iii) where the Cover “All Other DAMAGE” is operative, sudden identifiable unintended and unexpected pollution or contamination
 - b) in respect of Sections B1 and B2
loss resulting from pollution or contamination but this shall not exclude loss resulting from destruction of or damage to property used by the Insured at the Premises for the purpose of the Business, not otherwise excluded, caused by:
 - i) pollution or contamination at the Premises which itself results from a Defined Peril hereby insured against
 - ii) a Defined Peril hereby insured against which itself results from pollution or contamination
 - iii) where the Cover “All Other DAMAGE” is operative, sudden identifiable unintended and unexpected pollution or contamination at the Premises subject to a limit of liability in respect of a) iii) and b) iii) in any one Period of Insurance of £25,000.

- 3 DAMAGE or CONSEQUENTIAL LOSS in respect of:
 - a) Property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection other than refurbishment work and extensions to existing structures having a contract value not exceeding £500,000
 - b) Property more specifically insured.

- 4 in respect of Section A
Consequential Loss of any kind or description.

- 5
 - a) in respect of Section A
any loss or destruction of or damage to land
 - b) in respect of Section B1
CONSEQUENTIAL LOSS caused by loss or destruction of or damage to land other than for an amount of any loss of less than £25,000 in total in respect of land to a depth of up to one metre, the Insured’s own or for which they are responsible, within the perimeter of the Premises provided that such loss is not otherwise excluded.

section C – property owners’ liability

The Insurers agree to indemnify the Insured (subject to the terms, limitations and conditions herein contained) during the period stated in the Schedule and during any subsequent period for which the Insurers shall have accepted the premium required for renewal of this Policy in respect of all sums which the Insured shall become legally liable to pay as compensation for:

Public Liability

- a) accidental death of or accidental Personal Injury to any person other than an Employee where such death or Personal Injury arises out of and in the course of the employment
- b) accidental loss of or accidental damage to material property
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy or accidental interference with any right of air, light, water or way
- d) wrongful arrest or false imprisonment occurring during the currency of this Policy within The Territorial Limits in connection with the Business of the Insured.

The liability of the Insurers under this Section for all compensation payable by the Insured to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit(s) of Indemnity stated in the Schedule.

Exclusions to Public Liability

The indemnity granted by this Section shall not apply to or include:

- 1 liability arising from the ownership or possession or use by or on behalf of the Insured of any mechanically propelled vehicle or mobile plant:
 - a) which is licensed for road use or
 - b) for which compulsory motor insurance or security is required or
 - c) which is more specifically insured.

Provided always that this Exclusion shall not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
- ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required.
- iii) the unauthorised movement on the Insured’s premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required.

- 2 liability arising from the ownership or possession or use by or on behalf of the Insured of craft designed to travel through air or space, hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.
- 3 liability arising from Products after they have ceased to be in the custody or control of the Insured other than food or beverages for consumption on the Premises of the Insured or at any other Premises where the Insured is carrying on the Business.
- 4 loss of or damage to that part of any property upon which the Insured or any servant or agent of the Insured is or has been working where the loss or damage is the direct result of such work.
- 5 loss of or damage to property belonging to the Insured or held in trust by or borrowed, rented, leased or hired for the use by the Insured but this exception shall not apply to:
 - a) the personal effects (including vehicles and their contents) of directors, Employees and visitors
 - b) buildings or their contents temporarily occupied by the Insured for the purpose of carrying out work therein or thereon
 - c) Premises (or fixtures and fittings therein) hired, rented, leased or lent to the Insured other than such loss or damage if liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.
- 6 the first £250 (Two Hundred and Fifty Pounds) of compensation payable for loss of or damage to material property in respect of any one occurrence or all occurrences of a series arising out of one original cause.

Provided always that the Insured shall indemnify the Insurers in respect of any such amount for which the Insurers have made payment.

Products Liability

A accidental death of or accidental Personal Injury to any person other than an Employee where such death or Personal Injury arises out of and in the course of the employment

B accidental loss of or accidental damage to material property

occurring within The Territorial Limits during the currency of this Policy and caused by Products. The liability of the Insurers for all compensation payable by the Insured under this Section in respect of all such death or such Personal Injury and such loss of or such damage to such material property occurring during any one Period of Insurance shall not exceed the Limit(s) of Indemnity stated in the Schedule.

Exclusions to Products Liability

The indemnity granted by this Section shall not apply to or include:

- 1 replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any Products
- 2 liability arising from any Products:
 - a) which at the time of the contract of sale or supply are knowingly:
 - i) sold or supplied for use in craft designed to travel through air or space
 - ii) exported to the United States of America or Canada
 - b) in the custody or control of the Insured.

General Exclusions

The indemnity granted by Section C shall not apply to or include:

- 1 liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement
- 2 liability arising out of professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged
- 3 any Associated or Subsidiary Company of the Insured or Branch Office or Representative of the Insured with Power of Attorney domiciled elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- 4 aggravated, exemplary, vindictive or punitive damages awarded by any Court of Law outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Extensions

Legal Costs 1 In additional to the indemnity provided by Section C the Insurers will indemnify the Insured in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurers.

Additional Benefit 2 The Insurers will pay the costs incurred with its consent for:

- a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Policy.

Personal Representatives	<p>3 In the event of the death of the Insured the indemnity provided by this Policy shall apply to any personal representative of the Insured in respect of liability incurred by the Insured.</p> <p>Provided always that such personal representative shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy.</p>
Indemnity to Directors and Employees	<p>4 In the event of any claim in respect of which the Insured named in the Schedule hereto would be entitled to receive indemnity under this Policy being brought or made against:</p> <p>a) any director or Employee of the Insured b) any officer, member or Employee of the Insured's social, sports or welfare organisations or first aid, fire or ambulance services</p> <p>the Insurers will indemnify such person if the Insured so requests against such claim and/or any costs, charges and expenses in respect thereof.</p> <p>Provided always that:</p> <p>i) such person is not entitled to indemnity under any other insurance ii) such person shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy iii) the Insurers shall not be liable under this Extension unless the Insurers have the sole conduct and control of all claims iv) the total liability of the Insurers under this Extension to pay compensation shall not exceed the Limit(s) of Indemnity.</p>
Health and Safety at Work etc Act 1974 - Legal Defence Costs	<p>5 The Insurers will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of of any criminal proceedings brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings.</p> <p>Provided always that the Insurers shall not be liable under this Extension for the payment of fines or penalties.</p>
Indemnity to Principal	<p>6 In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this Policy being brought or made against any Public or Local Authority or other Principal the Insurers will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.</p> <p>Provided always that the Insurers shall not be liable under this Extension unless the Insurers have the sole conduct and control of all claims.</p>

- Defective Premises Act 1972** 7 The Insurers will indemnify the Insured against liability at law 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 which have been disposed of by the Insured.
- Provided always that the Insurers shall not be liable under this Extension
- a) for the cost of remedying any defect or alleged defect in the said Premises
 - b) in respect of liability more specifically insured under any other insurance.
- Contingent Motor Liability (Non Owned Vehicles)** 8 The Insurers will indemnify the Insured named in the Schedule and no other for the purpose of this Extension in respect of legal liability for accidental death of or accidental Personal Injury to any person and/or accidental loss of or accidental damage to material property as within defined arising out of the use of any motor vehicle not the property of nor provided by the Insured and being used in connection with the Business.
- Provided always that the Insurers shall not be liable under this Extension:
- a) in respect of loss of or damage to such vehicle or to goods conveyed therein or thereon
 - b) for accidental death of or accidental Personal Injury to any person and/or accidental loss of or accidental damage to material property arising while such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or his representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - c) in respect of liability more specifically insured under any other insurance
 - d) in respect of liability arising outside The Territorial Limits.
- Cross Liabilities** 9 Where this Policy is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate policy had been issued to each of them.
- Provided always that the total liability of the Insurers under this Extension to pay compensation shall not exceed the Limit(s) of Indemnity.
- Personal Liability Overseas** 10 This Policy applies to the personal liability of any director or Employee of the Insured or any member of the family of such director or Employee whilst accompanying such director or Employee during temporary visits anywhere in the world in connection with the Business of the Insured.
- Provided always that:
- 1 this Extension shall not apply to:
 - a) legal liability arising directly or indirectly from:
 - i) any agreement or contract unless liability would have existed otherwise
 - ii) the ownership or occupation of land or buildings

- iii) the carrying on of any trade or profession
 - iv) the ownership, possession or use of fire arms (other than sporting guns), mechanically propelled vehicles, craft designed to travel through air or space, hovercraft, watercraft or animals of a dangerous species
 - b) damage to property owned or held in trust by any director or Employee or any member of the family of such director or Employee
 - c) liability more specifically insured under any other insurance
 - d) legal liability for accidental death or accidental Personal Injury to any member of the family of any director or Employee or to any Employee of any director or Employee or any member of the family of such director or Employee
- 2 any person indemnified under this Extension shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy
 - 3 the Insurers shall not be liable under this Extension unless the Insurers have the sole conduct and control of all claims
 - 4 the total liability of the Insurers under this Extension to pay compensation shall not exceed the Limit(s) of Indemnity.

**Consumer
Protection Act
1987 and Food
Safety Act 1990
- Legal Defence
Costs**

- 11 The Insurers will indemnify the Insured or at the request of the Insured any director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or Food Safety Act 1990 or any regulations made thereunder committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings.

Provided always that:

- 1 the criminal proceedings relate to an offence committed in the course of the Insured's Business as within defined
- 2 this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- 3 the Insurers shall not be liable under this Extension:
 - a) where the Insured, director or Employee is insured by any other policy of Insurance
 - b) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, director or Employee
 - c) in respect of legal costs and expenses which the Insured, director or Employee may be ordered to pay by a Court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or Employee
 - d) in respect of fines or penalties
 - e) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
 - f) unless the Insurers have the sole conduct and control of all claims.

4 the Insured director or Employee shall give to the Insurers immediate notice of any summons or other process served upon the Insured, director or Employee and of any event that may give rise to proceedings against the Insured, director or Employee

**Court Attendance
Costs**

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

- | | |
|---|------|
| a) any director or partner of the Insured | £250 |
| b) any employee | £100 |

Provided always that these Extensions are subject to the terms, limitations and conditions of the Policy insofar as they can apply.

Libel and Slander

13 The indemnity provided by Section 1 of this Policy extends to indemnify the Insured in respect of legal liability to pay compensation and claimants costs and expenses in respect of claims made against the Insured during the Period of Insurance arising from any act of libel or slander committed or uttered in good faith by the Insured during the Period of Insurance in the course of the Business.

Provided always that:

- the indemnity granted by this Extension shall apply solely to the Insured's in-house and trade publications
- the liability of the Insurers under this Extension shall not exceed £250,000 in any one Period of Insurance.

**Data Protection
Act**

14 The Insurers will indemnify the Insured against liability at law incurred by the Insured under Sections 22 and 23 of the Data Protection Act 1984 in connection with personal data as defined by Section 1 in the said Act held by the Insured.

Provided always that the Insurers shall not be liable for:

- the payment of fines and penalties
- the cost of replacing, reinstating, rectifying or erasing any personal data.

Definitions

- The Business** The Business shall include in addition to those activities specified in the Schedule:
- a) maintenance of property and Premises owned or occupied by the Insured
 - b) the provision and management of canteen, social, sports and welfare organisations for the benefit of Employees of the Insured
 - c) first aid, fire and ambulance services
 - d) private work carried out within The Territorial Limits by an Employee of the Insured for any director or senior executive of the Insured
 - e) participation in exhibitions within The Territorial Limits.
- Personal Injury** Personal Injury shall include illness.
- Employee** Employee shall mean:
- a) any person under a contract of service or apprenticeship with the Insured
 - b) any labour master or labour only subcontractor or persons supplied by any of them
 - c) any self employed person
 - d) any person under a work experience scheme
 - e) any person hired or borrowed by the Insured working for the Insured in connection with the Business.
- The Territorial Limits** The Territorial Limits shall mean:
- Public Liability
anywhere within the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and including non manual work carried out during temporary visits anywhere in the world in connection with the Business of the Insured by directors and Employees normally resident in and travelling from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- Products Liability
anywhere in the world in respect of Products supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- Products** Products shall mean any commodities or goods or any thing (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of the Insured or any structure constructed, erected or installed or contract work executed by or on behalf of the Insured in the course of the Business of the Insured.

Clauses

- Pollution** **1** This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of Insurance.
- All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- The liability of the Insurers for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed the Limits of Indemnity in the aggregate. Provided always that the total liability of the Insurers to pay compensation shall not exceed the Limit(s) of Indemnity specified in the Schedule.
- For the purpose of this Memorandum “Pollution or Contamination” shall be deemed to mean:
- i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
 - ii) all loss or damage or Personal Injury directly or indirectly caused by such Pollution or Contamination.
- Use of Heat** **2** It is a condition precedent to the liability of the Insurers under this Section that the following precautions are complied with on each occasion of the use or application of heat (as defined below) taking place elsewhere than on the Insured’s own premises.
- a) Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers.
 - i) The area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material.
 - ii) At least two adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected.
 - iii) A fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
 - iv) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.

- v) A person must be appointed by the Insured to act as an observer to watch for signs of smoke or smouldering or flames.
Sub-paragraph 5) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.
- b) Use of asphalt, bitumen, tar, pitch or lead heaters
 - i) The heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

Special Condition

Discharge of Liability

The Insurers may at any time by the payment to or on behalf of the Insured of the maximum sum payable hereunder in respect of any one occurrence, or the balance of such maximum sum should any payments have already been made in respect of claims arising out of the same occurrence, or by the payment as aforesaid of the balance of the maximum sum payable hereunder in any one Period of Insurance should the same be less than either of the aforesaid amounts by reason of any payments made in connection with any previous claims together with the amount of any legal costs incurred prior to the time of such payment absolve itself from any further liability whatsoever arising out of or in connection with such occurrences and if the sum payable in respect of any claim or claims occurring in connection with or arising out of any one source or original cause exceeds the sum payable under this Policy the Insured shall pay the excess and shall also pay such proportion of the law costs payable to any claimants and/or incurred in the defence of any claim or claims in respect of such occurrence as such excess bears to the total sum payable in respect of such occurrence.

section D – employers’ liability

If any person under a contract of service or apprenticeship with the Insured shall sustain any bodily injury or disease caused during any Period of Insurance and arising out of and in the course of his employment by the Insured in the Business the Insurers will indemnify the Insured against all sums for which the Insured shall be liable in respect of any claim for damages for such injury or disease settled or defended with the consent of the Insurers. The Insurers will in addition pay claimants’ costs and expenses and be responsible for all costs and expenses incurred with the consent of the Insurers in defending any such claim for damages.

Limit of Liability The limit of liability payable under this Section shall not exceed the amount stated in the Schedule in respect of any one claim against or by the Insured or series of claims against or by the Insured arising out of one cause.

The limit of liability shall be inclusive of:

- i) all legal costs and other expenses incurred by any claimant or claimants
- ii) all legal costs and other expenses incurred in defending any claim or claims.

Where the Insurers agree to indemnify more than one party then nothing in this Section shall increase the liability of the Insurers to pay any amount in respect of one claim or series of claims in excess of the amount stated as the limit of liability.

Extensions

Work Overseas 1 The insurance by this Section shall not apply to nor include liability in respect of any bodily injury or disease caused elsewhere than in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands but this exclusion shall not apply to employees temporarily employed elsewhere provided that the contract of service or apprenticeship was entered into in the aforesaid countries.

Definitions of Employee 2 For the purpose of this Section:
a) any labour master or labour only subcontractor or persons supplied by any of them
b) self employed persons
c) persons under work experience schemes
d) any person hired or borrowed by the Insured from another employer working for the Insured in connection with the Business shall be deemed to be employed by the Insured under a contract of service or apprenticeship.

Indemnity to Directors & Employees 3 Where specifically requested to do so by the Insured the Insurers will indemnify any director or employee of the Insured in respect of claims made against such director or employee subject to the terms and limitations of the Section.

Indemnity to Principal	4	In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal the Insurers will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.
Solicitors' Fees	5	The Insurers will also pay solicitors' fees incurred with their consent for: <ul style="list-style-type: none"> a) representation at any Coroners' Inquest or Fatal Inquiry in respect of any death b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section.
Additional Activities	6	The Business shall include the provision and management of canteen, social, sports and welfare organisations for the benefit of the Insured's employees and fire and ambulance services.
Private Work	7	This Section applies to private work carried out by employees of the Insured for any director and/or executive of the Insured.
Indemnity to First Aid & Medical Teams	8	This Section extends to indemnify any person under a contract of service or apprenticeship with the Insured whilst acting as a member of the Insured's first aid or medical arrangements (but excluding medical practitioners) in respect of liability for damages and legal costs to any other person under a contract of service or apprenticeship with the Insured resulting from treatment given in connection with any bodily injury or disease sustained by such person and arising out of and in the course of the employment of such person by the Insured.
Health and Safety at Work Act 1974	9	This Section subject to its terms and limitations extends to indemnify the Insured or any director or employee of the Insured in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the Insurers' consent to act for or on behalf of the Insured or any director or employee in his defence against criminal charges brought under: <ul style="list-style-type: none"> a) Sections 36 or 37 of the Health and Safety at Work Act 1974 in respect of an offence as defined in Section 33 of the said Act b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against such director or employee or the Insured arising from such proceedings. <p>Provided always that:</p> <ul style="list-style-type: none"> a) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands b) the Insurers will be under no liability: <ul style="list-style-type: none"> i) where the Insured or any director or employee is insured by any other policy

- ii) where the criminal charge is in respect of any deliberate or intentional criminal act of the insured or any director or employee
- iii) in respect of legal fees and expenses which the Insured or any director or employee may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or employee
- iv) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
- v) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
- c) The Insured or any director or employee shall give to the Insurers immediate notice of any summons or other process service upon the Insured or any director or employee and of any event that may give rise to proceedings against the Insured or any director or employee.

Unsatisfied Court Judgements

- 10** In the event of a judgement for damages being obtained by any employee or the personal representatives of any employee in respect of bodily injury or disease of the employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from Premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part six months after the date of such judgement the Insurers will pay to the employee or the personal representative of the employee at the request of the Insured the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the employee or the personal representatives of the employee shall assign the judgement to the Insurers.

Court Attendance Costs

- 11** In the event of any of the undermentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurers will provide compensation to the Insured at the following rates per day for each day on which attendance is required:
- a) any director or partner of the Insured £100
 - b) any employee £50

Injury to Partner or Proprietor

- 12** In respect of bodily injury or disease to any partner or proprietor named in the Schedule as the Insured the Insurers will deem such person to fall within the Definitions of Employee.

Provided always that:

- a) the bodily injury or disease arises out of and in the course of the Business of the Insured

- b) the bodily injury or disease is caused by another partner or employee working for the Insured in connection with the Business of the Insured
- c) the partner or the proprietor has a valid right of action against the party responsible for such bodily injury or disease.

Provided always that

- a) the Insurers shall not be liable unless the Insurers have the sole conduct and control of all claims covered by these Extensions
- b) these Extensions shall not apply to any liability which is covered by any other policy.

Exclusions

- | | | |
|----------------------|----------|--|
| Work Offshore | 1 | It is agreed that this Section does not indemnify the Insured in respect of any claim(s) for damages for bodily injury or disease caused during any Period of Insurance and sustained by any person(s) employed or deemed to be employed by the Insured under a contract of service or apprenticeship: <ul style="list-style-type: none">a) on any offshore installation or support or accommodation vessel for any offshore installation orb) in transit to from or between any offshore installation support or accommodation vessel for any offshore installation. |
| Motor | 2 | It is agreed that this Section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation. |

section E – computers

The Insurers will indemnify the Insured in accordance with the Cover described in this Section subject to the definitions limitations exclusions and conditions contained herein.

Provided that the liability of the Insurers shall not exceed the sum insured or other limit of liability stated in the Schedule.

Cover

Sub Section 1

Computer Material Damage

The insurance by this Sub-Section is in respect of:

- a) damage to Computer Equipment or Electronic Office Equipment at the Premises specified in the Schedule caused by its own Breakdown for which the Insured is responsible under the terms of an Approved Maintenance Agreement
- b) loss of or damage to Computer Media at any situation or in transit anywhere in the world

Sub Section 2

Computer Additional Expenditure

The insurance by this Sub-Section is in respect of additional expenditure necessarily and reasonably incurred by the Insured to:

- a) prevent or minimise the interruption of or interference with the work normally carried out by or on the Computer Equipment excluding additional expenditure more specifically described under Sub-Section 2b
- b) recompile or restore data or software or replace third party proprietary software in consequence of an Incident which manifests itself during the Period of Insurance.

Definitions

Computer Equipment

Computer equipment (including fixed disks and interconnecting wiring but not Computer Media) used for electronic processing communication and storage of data the property of the Insured or leased hired or rented to the Insured.

Electronic Office Equipment

Electronically operated office equipment (other than Computer Equipment) the property of the Insured or leased hired or rented to the Insured.

Computer Media

Computer media of all types (other than paper records) the property of the Insured or leased hired or licensed to the Insured.

Breakdown

The actual breaking or failure of any part of the equipment whilst in ordinary use arising from either mechanical or electrical defect causing stoppage of the function thereof which necessitates repair or replacement in order to continue normal working.

Approved Maintenance Agreement An agreement which provides on-call remedial maintenance encompassing free repair or replacement in the event of breakdown arising out of normal use. The Insured shall supply to the Insurers a copy of any such agreement on request.

- Incident**
- a) damage to any item of Computer Equipment at the Premises caused by its Breakdown
 - b) loss of or damage to Computer Media at the Premises or at any other Premises anywhere in the world including whilst in transit
 - c) erasure, destruction, corruption or distortion of software contained or data stored on fixed disks or Computer Media
 - d) the failure or fluctuation of the supply of electricity to the Computer Equipment
 - e) the failure of any telecommunication system linked to the Computer Equipment.

Clause

Accountants Fees The Insurers will pay to the Insured professional accountants fees necessarily and reasonably incurred in connection with a claim for Additional Expenditure under this Section for producing any particulars or any other proofs information or evidence as may be required under the Claims Procedure Condition and reporting that such particulars are in accordance with the Insured's books of accounts or other business books or documents provided that the amount payable under this Clause and the amount otherwise payable under this Section shall in no case exceed the liability of the Insurers as stated.

Exclusions

The Insurers shall not be liable under this Section in respect of:

- Excess** 1 The amount specified in the Schedule as the Excess in respect of the cost of each and every occurrence for which the Insured is indemnified by this Section.
- Fire and other Covers** 2 loss or damage or any additional expenditure resulting from:
 - a) any of the Covers
 - b) any of the causes expressly excluded from the Covers (other than in respect of cover specifically provided by this Section)specified under Sections A, B1 and B2 of this Policy (whether insured or not).
- Unproven Software** 3 any additional expenditure in consequence of the use by the Insured of software in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven.
- Incorrect Storage** 4 any additional expenditure in consequence of failure to comply with manufacturers' recommendations relating to storage of Computer Media.

Time Limitation	5	any additional expenditure commencing more than twelve months after the date on which the Incident manifests itself.
Programming Errors	6	the costs of rectifying programming errors or design defects in software.
Proprietary Software	7	in the case of third party proprietary software only any additional expenditure in consequence of programming errors or design defects but this Exclusion shall not apply to additional expenditure consequent upon erasure, destruction, corruption or distortion of other software caused by programming errors or design defects in third party proprietary software.
Value of Data	8	the value to the Insured of data stored on Computer Equipment or Computer Media.
Acts of Supply Authorities	9	any additional expenditure in consequence of a failure of the public supply of electricity directly or indirectly due to: <ul style="list-style-type: none"> a) a deliberate act of the supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply system b) a scheme of rationing not necessitated by accidental damage to the supply authority generating or supply equipment c) the inability of the supply authority to maintain the supply system due to industrial action by any of its employees.
Acts of Tele-communications Authorities	10	any additional expenditure in consequence of a failure of any telecommunications system directly or indirectly due to: <ul style="list-style-type: none"> a) a deliberate act of the telecommunications authority or the exercise by the telecommunications authority of its power to withhold or restrict operation of the system b) the inability of the telecommunications authority to maintain the system due to industrial action by any of its employees c) the use by the Insured of equipment which is not approved by the telecommunications authority d) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life e) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite.
Wear and Tear	11	the cost of rectification or making good wear and tear gradual deterioration due to atmospheric conditions or otherwise rust, corrosion or oxidisation or scratching of painted or polished surfaces but insured damage or additional expenditure in consequence of damage resulting therefrom is not excluded.

Supplementary Condition

Duplicate Records

The Insured shall:

- a) back-up data records no less frequently than once every seven days and store such back-up records away from the Premises
- b) retain duplicate records of software and store such duplicate records away from the Premises
- c) store all Computer Media in accordance with the manufacturers' recommendations.

section F – machinery damage

The Insurers will indemnify the Insured in accordance with the Cover described in this Section subject to the definitions, limitations, exclusions and conditions contained herein.

Provided that the liability of the Insurers shall not exceed in respect of any one occurrence the limit of liability stated in the Schedule.

Cover

- | | | |
|------------------------------|---|--|
| Breakdown | 1 | Damage to any item of Machinery at the Premises caused by its Breakdown. |
| Pressure Plant Damage | 2 | Sudden and Unforeseen Damage to any item of Pressure Plant at the Premises. |
| Steam Explosion | 3 | Damage caused by Steam Explosion to any item of Pressure Plant and other property belonging to the Insured or held by the Insured in trust for which the Insured is responsible. |

Definitions

- | | | |
|-------------------------------------|---|---|
| Machinery | 1 | All machinery and plant owned by or leased to the Insured for the purpose of the Business other than: <ul style="list-style-type: none">a) computer equipment and electronic office equipmentb) vehicles, contractors, plant or self-propelled machinery other than purpose built lifting and handling machinery for use at the Premisesc) machinery and plant which is prototype or experimentald) machinery and plant located undergrounde) brickwork (other than refractory brickwork), masonry or foundationsf) stock in trade and products of the businessg) tools, dies, moulds and parts requiring periodical renewal. |
| Pressure Plant | 2 | Plant forming part of the Machinery consisting of boilers, economisers and all other plant subject to steam pressure. |
| Breakdown | 3 | The actual breaking, distortion or burning out of any part of an item of Machinery arising from either mechanical or electrical defect in the item causing its sudden stoppage including any resultant loss of cooling, lubricating or insulating oil or refrigerant or brine. |
| Sudden And Unforeseen Damage | 4 | Sudden and Unforeseen Damage (excluding Steam Explosion) which in the opinion of the Insurers necessitates immediate repair or replacement to enable normal working to resume. |

- Steam Explosion** 5 The sudden and violent rending of an item of Pressure Plant by force of internal steam pressure (excluding pressure of chemical action or of ignition of the contents or of ignited flue gases) causing bodily displacement of any part of the plant together with forcible ejection of its contents.

Exclusions

The Insurers shall not be liable under this Section in respect of:

- Excess** 1 the amount specified in the Schedule as the Excess in respect of the cost of each and every occurrence for which the Insured is indemnified by this Section.
- Fire and other Covers** 2 loss, destruction or damage resulting from:
a) any of the Covers
b) any of the causes expressly excluded from the Covers (other than in respect of Cover specifically provided by this Section) specified under Sections A, B1 and B2 of this Policy (whether insured or not).
- Installation and Commissioning** 3 damage to any item of Machinery during its installation and commissioning.
- Application of Tools** 4 damage caused by the application of any tool or process to any item of Machinery in the course of maintenance, inspection, repair, alteration, modification or overhaul.
- Testing** 5 damage to any item of Machinery which at the time of the occurrence of such damage is undergoing an hydraulic test or any form of testing involving abnormal stresses or intentional overloading.
- Wear and Tear** 6 the cost of rectification or making good:
a) wear and tear, gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidisation or scratching of painted or polished surfaces
b) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures
but insured damage resulting therefrom is not excluded.

Conditions

- Statutory Inspections** 1 The Insured shall ensure that the Machinery is inspected in accordance with statutory regulations and that any reported defects are rectified.
- Restricted Life** 2 The indemnity provided in respect of parts of the Property Insured which have a limited working life shall be restricted to the value of such part or parts at the time of the indemnifiable occurrence due allowance having been made for the length of time the part or parts have been in service.

general exclusions applicable to all sections other than employers liability

This policy does not cover:

- 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 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
 - c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority
 - d) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

- 2
 - a) DAMAGE or CONSEQUENTIAL LOSS in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands or the Isle of Man by fire or explosion occasioned by or happening through or in consequence directly or indirectly of TERRORISM except to the extent stated in the SPECIAL PROVISION – TERRORISM

 - b) DAMAGE or CONSEQUENTIAL LOSS in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:
 - i) Civil Commotion
 - ii) TERRORISM

Definitions

For the Purpose of this Policy, TERRORISM shall mean an 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.

In any action suit or other proceedings where the Insurers allege that by reason of the provisions of this exclusion any DAMAGE or CONSEQUENTIAL LOSS is not covered by this Policy (or is covered only up to a specified limit of liability) the burden of proving that such DAMAGE or CONSEQUENTIAL LOSS is covered (or is covered beyond that limit of liability) shall be upon the Insured.

SPECIAL PROVISION – TERRORISM

Subject otherwise to the terms, definitions, exclusions, provisions and conditions of the Policy this insurance includes DAMAGE or CONSEQUENTIAL LOSS in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not the Channel Islands nor the Isle of Man by Fire or Explosion if insured hereby occasioned by or happening through or in consequence of TERRORISM as defined above provided that the liability of the Insurers in respect of DAMAGE or CONSEQUENTIAL LOSS shall not exceed in respect of all losses arising out of any one occurrence and in the aggregate in any one Period of Insurance:

- a) the limits shown against the undernoted (where insured by this Policy) after the application of all provisions of the insurance including any contribution by the Insured:
- | | | | |
|---|------|---|------------|
| 1 | i) | Buildings other than as described in 2(i) below | £100,000 |
| | ii) | All other property other than as described in 2(ii) below | £100,000 |
| 2 | i) | Buildings occupied solely as private dwellings and buildings of blocks of flats not insured in the name of a private individual (other than trustees or sole traders) | £2,500,000 |
| | ii) | All other property relating to Buildings described in 2 i) above | £2,500,000 |
| | iii) | The cost of Alternative Accommodation and Rent in respect of Buildings described in 2 i) above | £2,500,000 |
| 3 | i) | CONSEQUENTIAL LOSS | £100,000 |
| | ii) | Outstanding Debit Balances | £100,000 |

or

- b) any limit of liability or Sum Insured stated in the Policy

whichever is the lower.

For the purpose of this Special Provision if any block of flats is partly occupied for retail or other commercial purposes the limits shall apply as follows:

- a) where the proportion designated for residential use is at least 80% of its sum insured the above limit(s) of £2,500,000 shall apply to the residential portion and additionally the £100,000 limits specified above shall apply to the remainder.
- b) where the proportion designated solely for residential use is less than 80% of its sum insured the £100,000 limits specified above shall apply.

Any provision in this Policy relating to any sum insured or limit of liability being automatically reinstated following a loss shall not apply to losses covered under this Special Provision.

general exclusion applicable to all insurances other than employers' liability and personal accident

Date related performance and functionality

This Policy does not cover any:

- i) loss destruction or damage
- ii) consequential loss, additional expenditure or extra expenses
- iii) legal liability
- iv) other fees, costs, disbursements, awards or other expenses of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any DATA PROCESSING SYSTEM responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any DATA PROCESSING SYSTEM responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such DATA PROCESSING SYSTEM is the property of the Insured or not and whether operating before during or after the Year 2000

but in respect of all insurances other than Public Liability or Products Liability or Contractors' Joint Indemnity this shall not exclude subsequent loss destruction or damage or consequential loss additional expenditure or extra expenses (not otherwise excluded) which itself results from a DEFINED PERIL otherwise covered by this Policy.

Definitions

For the purposes of this Exclusion, the following special meanings shall apply:

"DATA PROCESSING SYSTEM" shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

"DEFINED PERILS" shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

Subject otherwise to the terms, conditions and limitations of the Policy.

general conditions applicable to all sections

- Policy Voidable** 1 This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.
- Reasonable Care** 2 The Insured shall take all reasonable steps to:
- a) protect the Property Insured
 - b) comply with statutory enactments, Bye-Laws and any other obligations and Regulations imposed by any authority
 - c) employ only competent employees
 - d) prevent accidents
 - e) maintain all ways, works machinery and plant in sound condition.
- In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
- Alteration** 3 If a change of circumstance after the commencement of the insurance increases the risk of loss, injury or damage or the Insured's interest ceases except by will or operation of law this Policy will be voidable unless the Insurers have agreed in writing to accept such alteration.
- Fraud** 4 If any claim under this Policy is in respect fraudulent or if any fraudulent means be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.
- Cancellation** 5 The Insurers may cancel this Policy or any section or part thereof by giving fourteen days notice in writing by registered letter to the Insured at the Insured's last known address and in such event the Insured will be entitled to a return of premium in respect of the unexpired portion of the Period of Insurance.
- Arbitration** 6 Provided that liability for a claim has been admitted any dispute as to the amount to be paid shall be referred to an arbitrator who shall be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award shall be a condition precedent to any right of action against the Insurers.
- Legal Representatives** 7 In the event of the death of the Insured the Insurers will indemnify the Insured's legal personal representatives in respect of liability at law previously incurred by the Insured provided they observe, fulfil and be subject to the Terms, Conditions and Limitations of the Policy in so far as they can apply.

- Claims Procedure** **8** a) On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the Insured shall:
- i) as soon as reasonably possible give notice to the Insurers
 - ii) as soon as reasonably possible notify the Police in respect of any loss or damage by theft or attempted theft or by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons
 - iii) as soon as reasonably possible forward to the Insurers any writ or summons issued against the Insured by a third party
 - iv) take action to minimise the loss or damage and to avoid interruption or interference with the Business and to prevent further damage or injury
 - v) at his own expense and within:
 - a) seven days of loss or damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
 - b) thirty days of expiry of the Indemnity Period in respect of Section B1
 - c) thirty days of any other loss or damage, interruption or interference with the Business or injury or disease
 supply full details of the claim in writing to the Insurers together with any evidence and information that may be reasonably required by the Insurers for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith
- b) No settlement, admission of liability, payment or promise of payment shall be made to a third party without the consent of the Insurers.
- Insurers' Rights** **9** The Insurers shall:
- a) be entitled to take over the defence or settlement of any claim made upon the Insured by any other party and the Insured shall give all assistance as may be reasonably required by the Insurers
 - b) have the right to enter the Premises where the loss or damage has occurred and to keep possession of any of the Property Insured and to deal with the salvage in a reasonable manner but the Insured shall not be entitled to abandon any property to the Insurers
 - c) be entitled to take benefit of any rights of the Insured against any other party before or after the Insured has received indemnification under this Policy and the Insured shall give all assistance as may be reasonably required by the Insurers
 - d) at its option indemnify the Insured by payment, reinstatement, replacement or repair in respect of any property lost or damaged or part thereof. If the Insurers elect to reinstate or replace any property they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the Items insured more than the sum insured thereon.
- Contribution** **10** If in the event of a loss, damage or liability under this Policy there shall be in force any other insurance providing cover against such claim:
- a) the liability of the Insurers shall be limited to its rateable proportion of such claims

- b) but which is subject to any provision excluding it from ranking concurrently with this Policy either in whole or part or from contributing rateably to the claim then the liability of the Insurers shall be limited to such proportion of the claim as the sum insured bears to the value of the property.

Premium Adjustment

- 11** If any part of the premium is calculated on estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Insurers to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish to the Insurers such particulars and information as the Insurers may require. The Premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject always to the minimum premium stipulated.

Payment by Instalments

- 12** Reference to the payment of premium includes payment by monthly instalments. If the Insured pays by this method the Policy remains an annual contract and the date of the payment and the amount of instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and the Policy will be cancelled immediately.

Long Term Undertaking

- 13** Where a Long Term Undertaking expiry date is shown in the Schedule a discount of 5 per cent has been allowed off the net premium on this Policy in consideration of the Insured undertaking to offer annually up to the expiry date (or any date substituted therefor by endorsement hereon) the Insurance under this Policy or any other Policy or Policies substituted therefor on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium in advance it being understood that:

- a) the Insurers shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) the Sum Insured may be reduced at any time to correspond with any reduction in value or in the Business.

The above mentioned undertaking applies to any Policy (or Policies) which may be issued by the Insurers in substitution for this Policy and the same discount of 5 per cent shall be allowed off the net premiums on any substituted Policy (or Policies) issued by the Insurers.

Payment of the first or renewal premium due at the commencement of the said undertaking shall be deemed acceptance by the Insured of this condition.

complaints procedure

We want to provide a first class standard of service. If *you* have any cause for complaint *you* should, in the first instance, contact either the intermediary who arranged the policy for *you*, or the branch that issued *your* policy. Please quote the details of *your* policy (*your* surname and initials, policy number, departmental reference, etc).

If the matter is not resolved to *your* satisfaction, please write to the Manager of the branch concerned. If *you* are still not satisfied with the action taken, please write to the Chief Executive at:

**The Grange
Bishop's Cleeve
Cheltenham
Gloucestershire
GL52 8XX
Tel: 01242 263875
Email: chiefexecutive@uk.zurich.com**

If *you* are a small business *you* may have right of referral to the Financial Ombudsman Service at:

**Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800
Email: enquiries@financial-ombudsman.org.uk**

notes



ZURICH

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A member of the
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Financial Ombudsman Service