



## Your Property Owners Policy

**Please keep this document  
safe and refer to it if you need to make a claim.  
If you need this document in an alternative format,  
please speak to your insurance adviser.**



**Contents**

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

<b>The Contract of Insurance.....</b>	<b>2</b>
<b>Introduction.....</b>	<b>3</b>
<b>Choice of Law.....</b>	<b>3</b>
<b>Use of Language.....</b>	<b>3</b>
<b>Property Damage.....</b>	<b>4</b>
<b>Property Owners Liability.....</b>	<b>18</b>
<b>Policy Conditions.....</b>	<b>26</b>
<b>Policy Exceptions.....</b>	<b>29</b>
<b>Policy Definitions.....</b>	<b>31</b>
<b>Complaints Procedure and Important Information.....</b>	<b>35</b>

Inside the front cover you will find your:

**Policy Schedule**

**Important Information**

**Statement of Fact**

## The Contract of Insurance

The contract of insurance between you and us consists of the following elements, which must be read together:

- ii your policy wording;
- ii the information contained on your risk presentation and Statement of Fact document issued by us;
- ii the policy schedule;
- ii any notice issued by us at renewal;
- ii any endorsement to your policy; and
- ii the information under the heading "Important Information" which we give you when you take out or renew your policy.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

## Important

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

**A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.**

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

## Breach of Term

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

## Terms not relevant to the actual loss

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

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

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



Risks situated within the UK and other countries excluding the EEA are underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company. Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. Our firm's reference number is No. C171485. A private company limited by shares. Registered in Ireland, No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland D18 W2P5. Registered UK Branch Address: 80 Fenchurch Street, London, EC3M 4AE. UK Branch authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FCA reference No. 827591) and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

## Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva has the experience and longevity of a company who can trace its roots back to the establishment of the Hand in Hand Fire & Life Insurance Society in London in 1696.

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

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

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

HOWDEN UK BROKERS LIMITED (C&C) - HOWDEN SCOTLAND GLASGOW  
76 COBURG STREET  
EDINBURGH  
EH6 6HJ

## Choice of Law

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

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

## Use of Language

All communications relating to this contract will be in English.



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## Cover

### All Risks

We will cover You for Damage to the Property Insured occurring during the Period of Insurance at The Premises. The Sum Insured under each item other than items applying solely to professional fees, rent, and removal of debris, is separately subject to Average as stated in the Average Condition of this Section.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item, or
- (2) the Total Sum Insured, or
- (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.

## Contingencies

### Theft

We will not provide cover for Damage

- (1) caused by or consisting of acts of fraud or dishonesty
- (2) as a result of disappearance, unexplained or inventory shortage, misfiling misplacing of information or clerical error.

### Subsidence

We will provide cover for Damage at The Premises caused by subsidence or ground heave of the site of the Property Insured, or landslip. Cover will be provided for

1. forecourts, car parks, driveways, roads, pavements, gangways, pedestrian malls, pedestrian access bridges, paths, patios, terraces, ornaments or statues
2. walls, gates, hedges or fences
3. cess pits, septic and oil tanks
4. hardstandings, bollards, barriers, flag poles, lamp posts, street furniture

if such property is specifically insured by this Section and Damage also occurs to the Building to which such property applies and that Building is insured by this Section.

We will not provide cover for

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

## Clauses

### ***These clauses apply and are stated in The Schedule***

#### **Automatic Reinstatement**

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

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

#### **Bailors' Goods**

We will provide cover in respect of Damage to Bailors' Goods for which You are responsible in connection with The Business where

- (1) the goods are stored in a secure Building within the Prescribed Territories
- (2) an inventory, signed by You, has been issued to the tenant as soon as the goods are taken into Your custody and the goods are inspected at least every seven days.

The maximum We will pay in respect of any one loss is stated in The Schedule.

The Basis of Claim Settlement - Reinstatement does not apply to this Clause.

We will not provide cover in respect of

- (1) theft or attempted theft unless entry to or exit from the Buildings is by forcible and violent means
- (2) audio and visual equipment, cigarettes, cigars, tobacco, wines and spirits unless agreed by Us.

#### **Breakage or Collapse of Television and Radio Aerials**

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

## Buildings Awaiting Refurbishment, Redevelopment or Renovation

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

## Capital Additions

We will provide cover for Damage to

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

The maximum We will pay in respect of any one premises is stated in The Schedule

- (1) in respect of any newly built and/or newly acquired Building
  - (a) where The Premises is solely occupied for office or retail use
  - (b) where The Premises is Unoccupied
  - (c) where The Premises is occupied for other purposes

the amount of the Sum Insured or the amount stated in The Schedule whichever is lesser in respect of alterations, additions and improvements to an insured Building.

You must

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

In respect of any Unoccupied premises insured under the provisions of this Clause, We will only cover You in respect of Defined Contingencies (1) to (6) and (10).

We will not cover You unless

- (1) a certificate of completion has been issued, or
- (2) works to such property has been completed and handed over to You

prior to the date of the Damage.

## Changing Locks

Notwithstanding anything to the contrary contained within this policy We will pay additional costs of changing locks following theft or attempted theft of keys including but not limited to digital access cards, safe keys or safe combination access codes

- (1) from The Premises
- (2) from Your home or the home of any of Your partners, directors or authorised Employees
- (3) involving violence or threat of violence to You, or any of Your partners, directors or Employees.

The maximum We will pay in respect of any one Period of Insurance is stated in The Schedule.

## Contract Works

We will provide cover, where You have entered into a contract or agreement for the extension, alteration or refurbishment of any of The Premises insured under this policy, for contract works by each Item on Buildings, including unfixed materials on site, where required by contract conditions and We note the interest of the contractor and sub-contractor as specified in the contract where such interests are required provided that

- (1) You give Us prior notification of any contract with a contract price in excess of the amount stated in The Schedule including details of the nature of the works to be carried out, contract conditions, contract period and contract price
- (2) You pay Us the additional premium required in respect of each individual contract to which this Clause applies.

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

We will not provide cover for the Excess in respect of Theft or Malicious Damage stated against this Clause in The Schedule for each separate contract covered.

## Contractors' Interests

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

## Damage to Grounds

We will pay reasonable costs and expenses incurred in reinstating or repairing landscaped gardens and grounds due to the actions of the emergency services, following Damage at The Premises or adjoining properties.

The maximum We will pay in respect of any one claim is as stated in The Schedule.

## Debris Removal

The Sum Insured for each Item on Buildings, Machinery and Plant and Stock and Materials in Trade includes costs and expenses You incur with Our consent for the removal of debris, dismantling, demolishing, shoring or propping up of those parts of the Property Insured which have suffered Damage.

We will not provide cover for costs and expenses

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

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## Description of Property

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

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## Drains

We will pay for, within the Sum Insured under each Buildings and/or Machinery and Plant item, costs and expenses You incur with Our consent for cleaning and/or clearing of drains, sewers or gutters for which You are responsible following Damage to the Property Insured.

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## Emergency Services

We will provide cover for Damage to The Premises resulting from the actions of the emergency services, including deliberate acts, for the purposes of safeguarding human life or minimising Damage.

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## Energy Efficiency

Notwithstanding anything to the contrary contained within this policy, following Damage to any Building at The Premises We will provide cover for the additional costs and expenses You incur with Our prior written consent in repairing or replacing the damaged portion only of such Building using materials or components which are more energy efficient than those originally used in such damaged portion and for the sole purpose of improving the future energy efficiency of such damaged portion once repaired or replaced.

The maximum We will pay in respect of any one claim is the lesser of

- (a) the percentage of the amount We have paid or agreed to pay in respect of the claim for Damage, as stated in The Schedule, and
- (b) the maximum amount payable stated in The Schedule.

The maximum We will pay in total during the Period of Insurance is the maximum amount payable stated in The Schedule.

We will not provide cover

- (1) for any additional costs and expenses arising from work already planned by You prior to the Damage occurring and which was due to be carried out within 12 months of the date of Damage
- (2) for any additional costs and expenses in complying with any European Union Legislation, Act of Parliament or subordinate legislation thereunder, or byelaw of any public authority
- (3) for any additional costs and expenses arising from work required to comply with any notice served on You, or mandatory risk improvement requested of You, before the Damage occurred
- (4) for any additional costs and expenses arising from work in order to comply with an existing requirement that must be completed within a stipulated period
- (5) in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or byelaw
- (6) if You do not incur the cost of replacing or repairing the Building
- (7) where funds for such additional costs and expenses are available from any public authority or private business scheme
- (8) for any Unoccupied Building
- (9) where such additional costs and expenses are covered elsewhere in the policy
- (10) where the loss is more specifically insured elsewhere
- (11) for any additional costs and expenses otherwise excluded under the policy, unless otherwise specified or agreed by Us
- (12) for any claim where the total incurred cost in respect of Damage is less than £10,000.

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## Failure of Third Party Insurances

We will provide cover for Damage to any Building owned by You in the Prescribed Territories for which, by the terms of an agreement with You, the tenant, lessee, other occupier, or other third party with a financial interest in the Building who has an obligation to insure but has failed to maintain in force such insurance.

The maximum We will pay at any one premises is stated in The Schedule.

We will not provide cover for insurance cover that has been arranged but has been invalidated due to a breach of a warranty or condition and/or risk improvements not having been complied with and/or where the tenant, lessee, other occupier or third party has not made a claim under his policy and should have done so.

You must

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

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## Fire and Security Equipment

We will pay for costs and expenses, following Damage, incurred in

- (1) refilling, recharging or replacing portable fire extinguishing appliances, local fire suppression system, fixed fire suppression system, sprinkler installation and sprinkler heads
- (2) re-setting fire and/or intruder alarms and/or closed circuit television equipment.

The maximum We will pay in respect of any one claim is stated in The Schedule.

We will not pay any costs and expenses recoverable from Your maintenance company or the fire and rescue service.

## Fly Tipping

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

The maximum We will pay in any one Period of Insurance at each of The Premises is stated in The Schedule. We will not pay any costs below the Excess amount stated for this Clause in The Schedule.

## Further Investigation Expenses

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

We will pay

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

The maximum We will pay in respect of any one loss is stated in The Schedule.

## Gardening Equipment

We will provide cover for Damage to gardening equipment owned by You and used in connection with The Business at The Premises.

The maximum We will pay in respect of any one claim is stated in The Schedule.

## Glass

The following Clause is only applicable where All Risks is stated as insured in The Schedule.

We will provide cover, where Buildings are insured at The Premises, for the breakage

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

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

We will not provide cover for breakage of glass

- (1) when The Premises are Unoccupied
- (2) in transit or while being fitted
- (3) by workmen carrying out alterations or repairs to The Premises.

## Hire Agreement

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

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

## Homeworkers

We will provide cover for Damage to the Property Insured whilst at the permanent residence of any Director, Partner or Employee within The Prescribed Territories or the Republic of Ireland to enable them to carry out clerical activities in connection with The Business.

The maximum We will pay per Director, Partner or Employee in respect of any one claim and in any one Period of Insurance is stated in The Schedule and shall not exceed the Sum Insured for the Property Insured.

## Inadvertent Failure to Insure

We will provide cover for Damage to premises, whether owned or leased by You in the Prescribed Territories where either You have

- (1) an obligation to insure, but which have been inadvertently left uninsured, or
- (2) inadvertently failed to insure against all the cover insured by this Section, for the uninsured cover only.

The maximum We will pay in respect of any one location is stated in The Schedule.

You must

- (1) advise Us in writing immediately You become aware of a Building inadvertently left uninsured and pay the appropriate premium due from the date Our liability commenced
- (2) carry out a yearly check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force on each of them.

We will not provide cover for any appreciation in value.

## Insect Nest Removal

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

The maximum We will pay in respect of any one claim is stated in The Schedule.

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

## Japanese Knotweed

We will pay for the reasonable costs for which You are responsible, with our prior consent, of eradicating the presence of Japanese Knotweed (*Fallopia Japonica*) or other hybrids of knotweed, listed under Schedule 9 of The Wildlife and Countryside Act 1981 or any subsequent amending legislation, from The Premises insured under this policy. In addition, We will pay costs to safely dispose of the waste in accordance with the provisions under the Environmental Protection Act 1990 (Duty of Care) Regulations 1991 or any subsequent amending legislation.

The maximum We will pay for any one loss and in the Period of Insurance is stated in The Schedule. We will not pay any costs below the Excess amount stated for this Clause in The Schedule.

## Legal Expenses for the Eviction of Squatters

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

All legal proceedings will be dealt with by a Court or other body that We agree to within the Prescribed Territories. The maximum We will pay in any one Period of Insurance is as stated in The Schedule.

We will not pay

- (1) for any dispute where the cause of the action arises within 90 days of the inception date of this policy
- (2) for any dispute where the cause of the action involves Your tenant
- (3) for any dispute which is recoverable under the Property Owners Legal Protection Section of this policy.

## Local Authority Rates

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

The maximum We will pay in respect of any one claim and during the Period of Insurance is stated in The Schedule.

We will not provide cover

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

## Long Term Unoccupied

We will not provide cover for Damage, if the Buildings are Long Term Unoccupied, following Damage from

- (1) malicious persons, theft or attempted theft
- (2) escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation or water accidentally discharged or leaking from any automatic sprinkler installation in The Premises that had not been caused by freezing where sufficient heating to The Premises had been provided to prevent freezing
- (3) any other cause unless Damage results from a Defined Contingency not otherwise excluded by this Clause
- (4) the Excess for any loss or Damage as stated in The Schedule.

## Loss of Rent or Alternative Accommodation for Residential Units

At Your option, We will provide cover to You and Your lessee where any Residential Unit insured under this policy cannot be lived in or accessed as a result of Damage insured by this policy for either:

- (a) reasonable costs of providing alternative accommodation for the person(s) normally living in the premises, including alternative accommodation for domestic pets where such pets are not permitted in any alternative accommodation

or

- (b) loss of rent

In addition, We will provide cover for the necessary and reasonable cost of temporary storage of Your Contents or Contents of Common Areas and any other reasonable additional costs necessarily incurred as a result of the Residential Unit being uninhabitable.

The following provisos apply

- (1) the maximum We will pay in respect of any one event is the percentage stated in The Schedule of the Sum Insured on the Building insured under the Property Damage Section of this policy in which the Residential Unit is contained,
- (2) the cover in respect of any Residential Unit will cease upon the earlier of:
  - (i) such Residential Unit becoming habitable; and
  - (ii) the expiry of the maximum indemnity period stated in The Schedule.
- (3) in respect of any one Residential Unit, We will provide cover under cover clause (a) or (b) but not under both,
- (4) if a payment is made in respect of loss of rent, We will deduct from the payment any savings in business charges, rent, rates or other expenses payable out of rental income, which reduce or cease as a result of the Damage,
- (5) We will only provide cover for one alternative accommodation in respect of any one Residential Unit at any one time,
- (6) any party for which this cover applies shall be subject to the same terms and conditions of the Policy as You,
- (7) if there is more specific Business Interruption cover within this policy, this clause will not apply
- (8) We will not provide cover where there is more specific insurance in place

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(9) We will not provide cover where Your lessee sublets outside the terms of the lease agreement.

## Loss Minimisation Costs and Prevention Expenditure

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

The maximum We will pay in any one Period of Insurance is as stated in The Schedule.

We will not pay

- (1) more than the reduction in Damage avoided by the expenditure
- (2) for costs otherwise incurred in complying with the Action You Must Take Condition - Reasonable Precautions and Maintenance of Property.

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## Metered Services

We will pay for charges which are Your responsibility if water, electricity or gas is accidentally discharged from a metered system providing service to The Premises.

The maximum We will pay in respect of any one claim is as stated in The Schedule.

We will not provide cover for any charges incurred while The Premises are Unoccupied.

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## Money and Assault

### Money

We will provide cover for loss of Money for any single loss

- (1) of business Money
  - (a) in transit or in bank night safes and afterwards within bank premises until at the bank's risk as stated in The Schedule
  - (b) in Your home or the home of any Employee, partner or director as stated in The Schedule
- (2) for crossed cheques, crossed postal or money orders, crossed bankers drafts, stamped national insurance cards as stated in The Schedule.

We will not pay for

- (1) losses due to the dishonesty of You, Your Employees, partners or directors not discovered within seven working days of the loss or where a more specific insurance is in force, except for any amount in excess of that insurance
- (2) shortages due to clerical or accounting errors
- (3) loss of Money from any Unattended Vehicle
- (4) loss or Damage outside the Prescribed Territories and the Republic of Ireland.

### Assault

We will pay for

- (1) Bodily Injury to an Insured Person caused by the theft or attempted theft of Money, which happens in the course of The Business and resulting in
  - (a) death, total and permanent loss of sight in one or both eyes or loss of one or more limbs as stated in The Schedule
  - (b) total disablement which prevents the Insured Person from pursuing their normal occupation as stated in The Schedule
- (2) the reimbursement of incurred medical expenses as stated in The Schedule
- (3) Damage to personal effects following an attempted theft to steal Money covered by this Clause as stated in The Schedule

### Definitions

For the purposes of this Clause, the following definitions apply

#### Bodily Injury

Injury caused by accidental and/or violent means.

#### Insured Person

You or Your directors, partners or Employees aged between 16 and 75.

#### Loss of Limb -

In respect of

- (1) an arm, physical severance of all four fingers or total and permanent loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)
- (2) a leg, physical severance or total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).

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## Munitions of War

We will cover You in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war, at or within one mile of the boundary of The Premises, provided that the presence of munitions does not result from a current state of war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations, whether war be declared or not, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny or military uprising or martial law at the time of Damage.

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## Non-Invalidation

We will not invalidate this Section due to any act, omission or alteration, either unknown to You or beyond Your control, which increased the risk of Damage.

However, You must

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

## Other Interests

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

## Preservation of Undamaged Property

We will pay, following Damage at The Premises, necessary and reasonable additional costs and expenses to protect undamaged property that forms part of the Property Insured by the dismantling and removal of such undamaged property and to transport it to and from a storage facility on or off the site or the application of screening or coverings whilst the undamaged property remains in-situ.

The maximum We will pay is the lower of the percentage of the amount We have been liable to pay if the Property Insured was totally destroyed or the limit stated against this Clause in The Schedule.

## Priority of Contract

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

The maximum We will pay during the Period of Insurance is as stated in The Schedule.

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

We will not provide cover for

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

## Professional Fees

We will pay for necessary and reasonable costs and expenses, incurred with Our consent, on each item for Buildings, Machinery and Plant, for an amount of professional fees, incurred in reinstating or repairing the Property Insured following Damage, unless a separate item for professional fees is stated in The Schedule.

We will not pay for fees incurred in preparing a claim.

## Reinstatement of Data

We will pay for necessary and reasonable costs and expenses to reinstate Data used in connection with Building management or control systems following Damage.

The maximum We will pay in respect of any one claim is as stated in The Schedule.

You must store Data, software or programs and maintain adequate back up copies by backing up

- (1) the original disks or media and storing in a fire resistant safe or in a secure location away from The Premises
- (2) the Data produced by the software or programs not less than once a day or any other period agreed by Us.

The integrity of the Data backup must be validated using operating system routines or checks produced by the software supplier.

## Reinstatement to Match

You may replace, repair or restore Property Insured, following Damage, with equivalent property which employs current technology although this will not be better or more extensive than when new. You may also replace, or modify undamaged property to adapt it to operate with the replaced, repaired or restored property provided that We do not pay more than We would have paid for replacing, repairing or restoring the damaged or destroyed property in its original form.

## Subrogation Waiver

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

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

## Temporary Repair Costs

We will pay costs, following Damage, necessarily and reasonably incurred in making temporary repairs to the Property Insured.

The maximum We will pay in respect of any one claim is stated in The Schedule.

## Temporary Removal

We will provide cover for Damage to the Property Insured while temporarily removed for cleaning, renovation or repair or similar purposes to another part of The Premises or in the Prescribed Territories and the Republic of Ireland including whilst in transit by road, rail or inland waterway.

The maximum We will pay is the percentage stated against this Clause in The Schedule of the item Sum Insured.

We will not provide cover for

- (1) documents, manuscripts, business books, Data Storage Materials, plans and designs, stock and materials in trade
- (2) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use
- (3) property removed for more than the number of consecutive days stated in The Schedule.

## Tenants Abandoned Property

We will pay for the necessary and reasonable costs of clearing and removing unfixed property, for which You are responsible, abandoned by Your former tenant and left within or adjacent to Buildings insured under this policy, during the Period of Insurance, with Our prior consent.

The maximum We will pay for any one claim and in any one Period of Insurance is stated in The Schedule.

We will not provide cover

- (1) in respect of each and every loss at each of The Premises for the Excess stated in The Schedule
- (2) for any such property abandoned prior to the inception date of this Clause under this policy
- (3) for the removal of property from a Residential Unit.

## Tenants Debris Removal

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

The maximum We will pay in respect of any one claim is stated in The Schedule.

## Theft of Computers and Audio Visual Equipment

We will provide cover for computer hardware and software, audio and visual equipment at The Premises within any item on Machinery, Plant and All Other Contents.

In respect of Theft, the maximum We will pay for any one claim will be the Sum Insured under the Machinery and Plant item or the amount stated in The Schedule against this Clause, whichever is lower.

## Trace and Access

We will pay necessary and reasonable costs and expenses including resultant repairs, incurred with Our consent, in locating the actual source of Damage caused by the escape of

- (1) water from any tank, apparatus or pipe, or
- (2) leakage of fuel from any fixed oil heating installation

provided such Damage is insured by this Section.

The maximum We will pay in respect of any one claim is stated in The Schedule.

## Transfer of Interest

We will provide cover to the purchaser, if at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it but

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

Cover granted by this Clause shall only operate where the purchase is subsequently completed.

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

## Tree Felling and Lopping

We will pay for necessary and reasonable costs and expenses, incurred by You with Our consent, for the lopping or removal of trees for which You are responsible if such trees are considered by an arborologist or other qualified person to be an immediate threat to life or to the Property Insured.

The maximum We will pay for any one claim and in any one Period of Insurance is as stated in The Schedule.

We will not pay for legal or local authority costs involved in removing trees or costs solely incurred to comply with a preservation order.

## Unoccupied Buildings Awaiting Demolition and Redevelopment

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

In the event of Damage the basis upon which We will calculate the amount We will pay for any claim will be the costs and expenses necessarily incurred by You with Our consent following Damage to the Property Insured for removal of debris, dismantling or demolishing, shoring up or propping.

The maximum We will pay under this Clause will be the difference between such costs and those which would have been incurred had the Damage not occurred.

We will not pay for costs and expenses

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

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(3) which exceed the Sum Insured of the parts of the property which have suffered Damage for this Item.

## **Value Added Tax**

We will extend this Section to include Value Added Tax and/or 'self-supply' Value Added Tax paid by You which is not subsequently recoverable provided that

- (1) (a) Your liability for such tax arises solely as a result of the reinstatement or repair of the Buildings following Damage and We have paid or have agreed to pay for the Damage  
(b) if any payment by Us in respect of the reinstatement or repair of such Damage is less than the actual cost of reinstatement or repair, any payment under this Clause will be reduced in like proportion being better or more extensive than the destroyed or damaged Building
- (2) Your liability for such tax does not arise from the replacement Building having a greater floor area, or being better or more extensive than the destroyed or damaged Building
- (3) where an option to reinstate on another site is exercised, Our liability under this Clause will not exceed the amount of tax that would have been payable had the Building been rebuilt on its original site
- (4) Our liability under this Clause will not include amounts payable by You as penalties or interest for non-payment or late payment of tax
- (5) You have taken all reasonable precautions to include Your Value Added Tax liability within the Building Sums Insured at the inception of this insurance and at each subsequent renewal date

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

- (1) for the purposes of Average, rebuilding costs will be exclusive of Value Added Tax
- (2) Our liability may exceed the Sum Insured where such excess is solely in respect of Value Added Tax.

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## **Waiver of Average (RICS)**

We will not make an adjustment for Average condition irrespective of what may otherwise be stated in the Basis of Claim Settlement Clause that may be applicable to the Building(s) item where You have

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

We will request a copy of the valuation at the time of a claim.

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## **Workmen**

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

## Basis of Claim Settlement

### Basis of Claim Settlement - Long Term Unoccupied - Indemnity Only

In respect of Buildings that are Long Term Unoccupied, the Basis of Claim Settlement - Reinstatement Clause does not apply other than to a Portion of a Building, or a Residential Unit within a Block of Flats, or a Maisonette.

### Basis of Claim Settlement - Reinstatement

Where Damage occurs to Property Insured, other than to stock and materials in trade, professional fees, debris removal, rent, pedal cycles and personal effects, motor vehicles or Computer and Electronic Office Equipment and The Schedule states Reinstatement applies and

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

The work of reinstatement may be carried out on another site and in a manner suitable to Your needs and must begin and be carried out as quickly as possible, providing this will not increase the maximum We will pay.

We will not carry out reinstatement at another site, or in a manner suitable to Your needs when The Premises are Unoccupied.

- (3) We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority.

We will also pay additional costs, where We require You to comply with current Loss Prevention Council (LPC) Rules for Automatic Sprinkler Installations, to reinstate water supply equipment which conformed to previous LPC Rules or conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

However, the maximum amount payable will not exceed in total

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

Excluding any amount in respect of

- (1) the costs incurred
  - (a) for Damage not insured by this Section
  - (b) where notice was served on You before the Damage occurred
  - (c) where an existing requirement must be completed within a stipulated period.
- (2) any charge or assessment arising from capital appreciation following compliance with any European Union Legislation, Act of Parliament or Bye law.
- (4) The following Condition of Average will apply

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

We will not provide cover if You do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement or You do not comply with any of the terms of this Clause. However, the Basis of Claim Settlement - Indemnity will apply.

For the purposes of this Basis of Claim Settlement Computer and Electronic Office Equipment means

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

Computer and Electronic Office Equipment does not include Portable equipment away from The Premises, Computer and Electronic Office Equipment held as stock or customers' Computer and Electronic Office

Equipment held in trust, Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

Where Damage occurs to stock and materials in trade, professional fees, debris removal, rent, pedal cycles and personal effects, motor vehicles, the Basis of Claim Settlement - Indemnity will apply unless more specifically stated in The Schedule.

## **Basis of Claim Settlement - Indemnity**

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

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

unless the Basis of Claim Settlement - Reinstatement Clause or any other alternate Basis of Claim Settlement is stated to apply.

## **Basis of Claim Settlement - Day One Basis**

Where Item(s) of Property Insured are stated against this Clause the first and annual premiums are based upon the Declared Value as stated in The Schedule.

You must tell Us the Declared Value at the start of each Period of Insurance. We will use the last Declared Value notified to Us, for the following Period of Insurance, if You fail to notify Us of the Declared Value.

Paragraph (4) of the Basis of Claim Settlement - Reinstatement is restated as

- (4) If, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, as set out in (1) of this Clause, at the start of the Period of Insurance, the maximum We will pay will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured.

We will not provide cover until You have incurred the cost of replacing or repairing the property, if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement or if You do not comply with any of the provisions of this Clause.

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

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

For the purposes of this Clause, Declared Value means

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

- (1) the additional cost of reinstatement to comply with European Union Legislation, Act of Parliament and Bye laws of any public authority
- (2) professional fees and debris removal costs.

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

## **Basis of Claim Settlement - Rent**

We will provide cover, if rent is insured under this Section, for loss of rent resulting from the Building or any part of the Building generating the rent received, or for which rent is payable being made unfit for the purpose of The Business as a result of Damage insured by this Section.

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

## Conditions

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

### Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the Property Insured, You will be responsible for the difference and bear a proportionate share of the loss.

### Construction Heating and Occupation of the Buildings

Unless stated in The Schedule or agreed by Us the Building is

- (1) constructed of metal, glass, brick, stone or concrete and roofed with slate, tile, concrete, metal or asbestos with no more than 10% of other materials
- (2) heated by low pressure hot water or steam, oil fired space heaters fed from a fuel tank in the open or overhead gas or electrical appliances
- (3) heated by gas or electric fires in offices only
- (4) occupied for the sole purpose of The Business or as a private dwelling.

### Interested Parties - Specified

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

### Our Rights

We may, if Damage occurs which leads to a claim

- (1) enter or take possession of the Building or The Premises
- (2) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not pay for any Damage if You, or anyone acting on Your behalf, do not comply with Our requirements or hinder or obstruct Us. You are not entitled to abandon property to Us.

## Exceptions

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

### All Risks and Theft and Subsidence

We will not provide cover for

- (1) Damage to the Property Insured caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty or defective design or materials used in its construction
  - (e) faulty or defective workmanship or operating error or omission by You or any of Your Employees

However, We will provide cover for any subsequent Damage which results from a cause not otherwise excluded

- (2) Damage to the Property Insured caused by or consisting of
  - (a) corrosion, rust, rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus
  - (b) change in temperature, colour, flavour, texture or finish
  - (c) nipple or joint leakage or failure of welds
  - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
  - (e) the Property Insured's own mechanical or electrical breakdown or derangement

However, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause and any subsequent Damage which results from a cause not otherwise excluded

- (3) Damage to the Property Insured caused by pollution or contamination

However, We will provide cover for Damage to the Property Insured not otherwise excluded caused by

- (a) pollution or contamination which results from Defined Contingencies (1) to (12)
- (b) Defined Contingencies (1) to (12) which results from pollution or contamination

- (4) Damage to the Property Insured caused by
  - (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe, or specifically mentioned as insured in The Schedule
  - (b) normal settlement of new structures
  - (c) acts of fraud or dishonesty
  - (d) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error

- (5) Damage to any Building or structure caused by its own cracking or collapse

However, We will provide cover for Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded

(6) Damage to gates, fences or moveable property in the open by wind, rain, hail, sleet or snow, flood or dust  
However, We will provide cover for Damage to such property caused by falling trees and is not otherwise excluded

(7) Damage

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

However, We will provide cover for Damage if it is caused by fire or explosion and is not otherwise excluded

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

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

However, We will provide cover for Damage if it results from a Defined Contingency and is not otherwise excluded.

(10) Damage to

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

However, We will provide cover for property which is specifically stated as being insured in The Schedule and the Damage is not otherwise excluded

(11) Damage insured by any marine policy or which would be insured under any marine policy if this policy did not exist

However, We will provide cover for Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed

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

(13) any consequential loss or damage

However, We will provide cover for rent when this item(s) is specifically mentioned as insured in The Schedule

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

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

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
  - ß the use or threat of force and/or violence, and/or
  - ß harm or Damage to life or to property or the threat of such harm or Damage including but not limited to harm or Damage by nuclear and/or chemical and/or biological and/or radiological means

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

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

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

However, We will provide cover for subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by this Section

- (16) the Excess stated in The Schedule
- (17) Damage to grounds or landscaping
  - (a) for the cost of moving soil other than as necessary for surface preparation
  - (b) for the failure of trees, shrubs, plants or turf to become established or for seeds to germinate
  - (c) caused by disease, infection or application of chemicals

## Definitions

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

### Computers

All parts of the electronic data processing installation at The Premises including all ancillary equipment and wiring but excluding computer equipment controlling any manufacturing process.

### Damage

Physical loss, destruction or damage.

### Property Insured

Property Insured as detailed in The Schedule.

## Cover

We will provide cover to The Insured for legal liability to pay Compensation, Costs and Expenses for accidental

- (1) Personal Injury
- (2) Damage to Property
- (3) obstruction, trespass, nuisance or interference with any right of way, air, light or water which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

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

However, for any claim brought in the United States of America, or any territory within its jurisdiction, or Canada the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

## Clauses

***These clauses apply and are stated in The Schedule***

### Additional Activities

The Business includes

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

### Buildings Temporarily Occupied

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

We will not provide cover for Damage to

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

### Consumer Protection Act 1987 and Food Safety Act 1990

We will provide cover to The Insured for

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

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

We will not provide cover

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

### Contractual Liability

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

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

### Corporate Manslaughter and Corporate Homicide Act 2007

We will provide cover for

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

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

We will not provide cover

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

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(4) where cover is provided by another insurance policy.

## Cross Liabilities

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

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

## Data Protection

We will provide cover for

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

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

The maximum We will pay for all claims happening during any one Period of Insurance is stated in The Schedule.

We will not provide cover for

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

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## Defective Premises

We will provide cover for legal liability for accidental Bodily Injury or Damage to Property arising under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001, in connection with any premises which You previously owned or occupied for the purposes of The Business.

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

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## Employees' and Visitors' Personal Belongings

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

We will not provide cover where Property is

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

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## Environmental Statutory Clean-Up Costs

We will provide cover for the cost of carrying out Remediation, and/or paying for Clean Up Costs following a lawful notice or demand served upon The Insured under any environmental protection legislation in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by any Enforcing Authority provided that the cost or costs arise from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

The maximum We will pay, as part of The Limit of Indemnity stated in The Schedule, including Costs and Expenses, for all events in any one Period of Insurance is stated in The Schedule against this clause.

We will not provide cover

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

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## Financial Loss

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

The maximum We will pay, including Costs and Expenses, for all events in any one Period of Insurance, is stated in The Schedule.

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

We will not provide cover

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

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## Health and Safety Legislation

We will provide cover for

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

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

We will not provide cover

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

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## Hired or Rented Premises

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

We will not provide cover for

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

## Landowners

The definition of The Business is extended to include the ownership of the land specified in The Schedule.

## Legionella

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

The maximum We will pay, including Costs and Expenses, for all events in any one Period of Insurance, is stated in The Schedule.

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

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

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

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

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

We will not provide cover for any

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

## Libel and Slander

We will provide cover to The Insured for Compensation, Costs and Expenses as a result of any

- (1) libel in any Publication
- (2) slander made in the course of The Business
- (3) infringement of any trademark, registered design, copyright or patent right arising from the contents of any Publication
- (4) slander of title to goods.

This cover only applies to claims made against The Insured during the currency of this Clause or within 12 months of its expiry, provided the cause of the claim occurred while this Clause was in force.

All claims arising out of one cause, whether or not all such claims are made against The Insured in the same Period of Insurance, will be treated as one claim.

The maximum We will pay, inclusive of Costs and Expenses, for any one claim or in any one Period of Insurance is stated in The Schedule.

We will not provide cover for

- (1) withdrawing, recalling or replacing any Publication
- (2) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement
- (3) actions brought in a court of law outside of The Defined Territories
- (4) the percentage of each and every claim stated in The Schedule.

## Motor Contingent Liability

We will provide cover for legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or attached trailer which is

- (1) not owned or provided by, or loaned, leased, hired or rented to You, and

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- (2) being used in connection with The Business in The Defined Territories.

We will not provide cover

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

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## Overseas Personal Liability

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

We will also cover any accompanying spouse and children.

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

We will not provide cover

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

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## Payment for Court Attendance

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

The maximum We will pay, per day, for You, each director, partner or Employee is stated in The Schedule.

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## Conditions

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

### Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion
  - In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.
- (2) Where it is stated in The Schedule that declarations apply You will, within one month after the Expiry Date shown in The Schedule, supply the information We require and We will adjust the premium for the expired period subject to any minimum premium(s) applying.

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### Suspension of Cover

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

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## Exceptions

***Policy Exceptions can be found at the back of this document***

We will not provide cover for

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business
- (2) the ownership, possession or use by or on behalf of The Insured of any
  - (a) aircraft, aerial device or hovercraft
  - (b) watercraft exceeding eight metres in length
  - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
    - (i) where described in the Motor Contingent Liability Clause(if applicable)
    - (ii) the loading or unloading of any such vehicle, trailer or plant where cover is not provided by another insurance policy
- (3) Damage to Property
  - (a) which You own or which is loaned, leased, hired or rented to The Insured

(b) which is held in trust or in the custody or control of The Insured or any other party who is carrying out work on Your behalf

other than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause

(c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions

(4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract) or The Works

(5) recalling or making refunds in respect of Products Supplied or The Works

(6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract

(7) the carrying out of any work, or any Products Supplied, which affects or could affect

- (a) the navigation, propulsion or safety of any aircraft or other aerial device
- (b) the safety or operation of nuclear installations

(8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

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

(9) (a) work in or on and travel to, from or within

(b) Products Supplied to

any offshore

- (i) accommodation, exploration, drilling or production rig or platform
- (ii) support vessel

(10) liquidated damages, penalty clauses, fines, or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages

(11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied

(12) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property. You will reimburse any such amount paid by Us

(13) (a) exposure to

(b) inhalation of

(c) fears of the consequences of exposure to or inhalation of

(d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos

(14) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with

- (a) Virus or Similar Mechanism
- (b) Denial of Service Attack
- (c) unauthorised access to or use of Computer and Electronic Equipment

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

(15) Products Supplied other than the sale or supply of food and drink, or the disposal of furniture and office equipment previously used in the course of The Business

(16) any consequence resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (a) Terrorism
- (b) any action taken in controlling, preventing, suppressing or in any way relating to Terrorism

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

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (16)(a) and/or (16)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You

## **Special Provision - Terrorism**

Subject otherwise to the terms of the policy

Neither of the exclusions in (16) (a) and (16) (b) above shall apply to the Property Owners Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to

- (a) the Terrorism Limit of Indemnity stated in The Schedule in respect of any one event or all events consequent on or attributable to one original cause
- (b) the Terrorism Limit of Indemnity stated in The Schedule in respect of all events happening in any one Period of Insurance in respect of Products Supplied.

## **Definitions**

*The following Definitions apply to this Section in addition to the Policy Definitions at the back of this policy document*

### **Asbestos**

Asbestos, asbestos fibres or any derivatives of asbestos.

### **Bodily Injury**

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

### **Clean Up Costs**

Costs of Remediation.

### **Compensation**

Damages, including interest.

### **Costs and Expenses**

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

### **Damage**

Physical loss, destruction, damage.

### **Enforcing Authority**

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

### **Financial Loss**

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

### **Personal Injury**

Bodily Injury, wrongful arrest, detention or imprisonment, eviction, accusation of shoplifting.

### **Pollution or Contamination**

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

### **Products Supplied**

Anything which is manufactured, sold, supplied, processed, altered or treated, repaired, serviced or tested, installed, constructed, erected or transported by You or on Your behalf and which is no longer in the custody or control of The Insured.

### **Property**

Material property.

### **Publication**

Written material produced in the course of The Business.

### **Remediation**

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

## **Terrorism**

Any act or acts including but not limited to the use or threat of force and/or violence and/or harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

## **The Defined Territories**

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

## **The Insured**

- (1) You and Your personal representatives in respect of legal liability You incur
- (2) At Your request, including the personal representatives of these persons
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your canteen, social, sports, educational and welfare organisations, first aid, fire, security and ambulance services in their respective capacities as such
  - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditions

for legal liability for which You would have been entitled to cover if the claim had been made against You.

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

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

## **The Limit of Indemnity**

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

In respect of Products Supplied and Pollution or Contamination The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

## **The Territorial Limits**

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

## **The Works**

All works completed or to be completed by You or on Your behalf including all materials incorporated or to be incorporated, plant, tools, equipment and temporary buildings used, or to be used, for the period during which You are responsible under contract conditions.

## Policy Conditions

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

### **Alteration of Risk**

If there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury or Your interest ceases except by will or operation of law, We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

### **Arbitration**

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

### **Cancellation**

- (1) You may cancel this policy at any time after the date We have received the premium by providing at least 30 days' written notice to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing written notice to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above, We may, at our discretion, refund to You a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:

- (a) claim made under the policy for which We have made a payment
- (b) claim made under the policy which is still under consideration
- (c) incident which You are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to Us.

- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (4) We may also cancel this policy at any time by providing at least 30 days' written notice to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that, during the current Period of Insurance, there has been no:

- (a) claim made under the policy for which We have made a payment
- (b) claim made under the policy which is still under consideration
- (c) incident which You are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to Us.

### **Contribution**

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

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

#### **Applicable to all other Sections insured by this Policy.**

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

### **Discharge of Liability**

We may at any time pay the Limit of Indemnity or the Sum Insured or a smaller amount for which a claim can be settled after deduction of any sum already paid. We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

### **Fraud**

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

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,

(3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

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

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us to You in respect of the claim (from You or such person depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the policy provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

## Identification

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

## Index Linking

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select.

In the event of a reduction in the level of such index or indices We will retain your existing amounts insured unless You advise Us otherwise.

These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement.

## Non Disclosure, Misrepresentation or Mispresentation

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

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

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

### (2) Before a variation was agreed

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

- β where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- β where the breach was neither deliberate nor reckless, and but for the breach:
  - β We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - β We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
  - β We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

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

## Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide plans, documents, books, and/or any information which We require. We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

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

## Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

## Severability of Interest

**Applicable to all Sections other than the Employers' Liability Section and the Property Owners Liability Sections, in respect of which, the Cross Liabilities clause shall apply.**

If The Insured comprises more than one party, each operating as a separate and distinct entity, this policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that for the purposes of the

- (1) Loss Limit;
- (2) Total Sum Insured;
- (3) Sum Insured;
- (4) Limits of Liability;
- (5) Total Cover Limit; or
- (6) any other cover limit, limit of liability or indemnity, and/or any amount payable

stated in The Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between

- (a) Aviva as one party  
and
- (b) The Insured, as the other party.

## Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

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



## Policy Exceptions

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

We will not provide cover in respect of

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

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the Property Damage, Machinery, Cyber, Business Interruption Sections, when insured by this policy
- (2) exceptions (1) (a) (b) and (c) do not apply to the Terrorism and Employers' Liability Sections, when insured by this policy
- (3) exception (1) (b) does not apply to the Property Owners Liability Section when insured by this policy.

(2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from

- (a) (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (b) the use of any weapon or device
  - (i) dispersing radioactive material and/or ionising radiation, or
  - (ii) using atomic or nuclear fission and/or fusion or other like reaction
- (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended

However,

- (1) exception (2) (b) does not apply to the Employers' Liability and Property Owners Liability Sections when insured by this policy
- (2) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
  - (a) indemnify another party, or
  - (b) assume the liability of another party.
- (3) exceptions (2) (a) and (2) (b) do not apply to the Terrorism Section when insured by this policy

(3) Money, negotiable instruments and specie, securities and bonds, jewellery, precious stones and metals, bullion, furs, curios and antiques, rare books, works of art, goods held in trust or on commission, documents, manuscripts, business books, computer systems records, explosives and hazardous substances, property in transit unless specifically mentioned.

However, Exception (3) does not apply to the Terrorism, Employers' Liability, Property Owners Liability and Property Owners Legal Protection Sections when insured by this policy.

(4) any claim which arises directly or indirectly from or consists of the failure or inability of any

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device
- (b) media or systems used in connection with anything referred to in (4) (a) above whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
  - (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
  - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under the Property Damage, Machinery, Business Interruption, Cyber Sections, but only to the extent that such claim would otherwise be insured under that Section.
- (2) exceptions (4) (a) and (4) (b) do not apply to the Terrorism, Commercial Crime, Employers' Liability and Group Personal Accident Sections when insured by this policy.

## Definition

The following definition only applies to this exception

### 'Defined Contingency'

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

## Definitions

**Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative Definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in the sections of this policy headed 'Policy Introduction', 'Contents', 'Contact Details for Claims and Help', 'Complaints Procedure' and 'Important Information' and in headings and titles.**

### Aggregate Deductible Limit

The amount specified in The Schedule being the total of all Deductible amounts that You will be responsible for during the Period of Insurance after allowance has been made for any Non-Ranking Deductible amounts.

### Block of Flats

A building occupied entirely for residential purposes in excess of two storeys high, with a single roof and containing two or more Residential Units.

### Buildings

The building including:

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

### Combined Deductible

The amount specified in The Schedule for which You will be responsible in respect of any one occurrence and which will be deducted from the total amount payable under any one or a combination of the Sections of this policy, after the application of all other terms and conditions of this policy including any Average condition.

The Schedule will state if a Deductible is combined and which Sections it applies to.

In the event of any Aggregate Deductible Limit being exceeded, then the amount shown in The Schedule as the Drop-Down Deductible will be deemed to be the Deductible in respect of all claims during the remainder of the Period of Insurance.

Deductible amounts are exclusive of any Limits of Liability stated in The Schedule and/or policy unless otherwise stated.

### Computer and Electronic Equipment

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

### Contents

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

### Contents of Common Areas

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

### Data

All information which is electronically stored or represented, or contained on any current and back-up disks, tapes or other materials or devices used for the storage of data including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

### Data Storage Materials

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

## Debris Removal

Costs and expenses necessarily incurred by You with Our consent for removal of debris, dismantling, demolishing, shoring or propping up of the parts of property which have suffered Damage insured under this Section.

We will not provide cover for costs or expenses

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

## Deductible(s)

The amount specified in The Schedule for which You will be responsible and which will be deducted from each and every claim, after the application of all other terms and conditions of this policy including any Average condition.

In the event of any Aggregate Deductible Limit being exceeded, then the amount shown in The Schedule as the Drop-Down Deductible will be deemed to be the Deductible in respect of all claims during the remainder of the Period of Insurance.

Deductible amounts are exclusive of any Limits of Liability stated in The Schedule and/or policy unless otherwise stated.

## Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial and/or spatial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank apparatus or pipe
- (9) falling trees
- (10) impact by any vehicle or animal or by goods falling from either
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

## Denial of Service Attack

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

## Drop-Down Deductible

The amount shown in The Schedule which replaces the Deductible during the remainder of the Period of Insurance, in the event of an Aggregate Deductible Limit being exceeded.

## Employee(s)

Any person who is

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

## Excess / Excesses

The amount(s), to be deducted after the application of any Average condition, specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises. You will repay any such amount paid by Us.

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

## Failure

Any partial or complete reduction in the performance, availability, functionality or the ability to recognise or process any date or time of any Computer and Electronic Equipment, electronic means of communication or website.

## Local Authority Rates

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

## Long Term Unoccupied

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

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

For the purposes of this definition, where The Premises is classified for use as either offices or internal units within a covered shopping complex, which is locked against public access out of business hours, the period for a Portion of a Building is extended to 156 weeks

## Loss of Data

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

## Mansionette

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

## Money

Any physical coin and/or bank currency note, postal and money order, bankers' draft, cheque and giro cheque, crossed warrant, bill of exchange and securities for money, postage, revenue, national insurance and holiday with pay stamp, national insurance and holiday with pay card, national savings certificate, war bond, premium savings bond and franking machine impression, credit company sales voucher, luncheon voucher and trading stamp, VAT invoice, all of which are current and legal tender.

## Non-Ranking Deductible

The amount of non-ranking deductible will be shown in The Schedule. Any claims below this amount will not contribute to the erosion of the Aggregate Deductible Limit.

Claims above the non-ranking deductible amount, up to the amount of the Deductible, will contribute towards the erosion of the Aggregate Deductible Limit in full.

## Period of Insurance

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

## Portion of a Building

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

## Prescribed Territories

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

## Rent Free Period

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

## Residential Unit

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

## The Business

Activities directly connected with the business specified in The Schedule.

## The Premises

The premises specified in The Schedule.

## The Schedule

The document(s) which specifies details of The Policyholder, The Premises, Insured Persons, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Operative Time of Cover and any Deferment Period(s), Endorsements and Conditions applying to this policy.

## Unattended Vehicle

Any vehicle where neither You or any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

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**Unoccupied**

Any Building or Portion of a Building or a Residential Unit in a building that is  
(1) untenantanted or void and/or  
(2) empty, vacant or disused  
for a period in excess of 45 consecutive days.

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**Virus or Similar Mechanism**

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

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**We / Us / Our / Aviva**

Aviva Insurance Limited.

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**You / Your / The Policyholder**

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

## Complaints Procedure

### What to do if you are unhappy

If you have a complaint about this insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem. Your insurance adviser may ask Aviva to handle your complaint.

### What will happen if you complain

#### If your complaint is not resolved quickly:

- ü Your complaint will be acknowledged promptly.
- ü A dedicated complaint expert will be assigned to review your complaint.
- ü A thorough and impartial investigation will be carried out.
- ü You will be kept updated of the progress.
- ü Everything will be done to resolve things as quickly as possible.
- ü A written response will be sent to you within eight weeks of receiving your complaint, this will inform you of the results of the investigation or explain why this isn't possible.

Where your concerns are unable to be resolved or have not been resolved within eight weeks, you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), where you will find further information.

## Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See [fscs.org.uk](http://fscs.org.uk)

## Customers with Disabilities

All documentation is also available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

