



Complete

# Flatowner

Policy

Allianz Insurance plc | Commercial

**Allianz** 

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Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

Allianz Insurance are an award winning insurer and have won the industry accolade of General Insurer of the year 2010.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Should you need further details or have any questions your insurance adviser will be delighted to help.

### Important

This document provides details of your policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.



# Introduction

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

The parts of the Policy are:

- The Statement of Fact
- this Introduction; the Insuring Clause; the Policy Definitions; the Policy Exclusions and the Policy Conditions, all of which apply to all sections of the Policy
- the Sections of cover available, including the Section Conditions and Special Conditions which apply to the Section
- the Schedule, which confirms the Sections of cover that are insured and includes any additional clauses applied to the Policy.

Any Section stated to be 'not insured' in the Schedule shall be inoperative.

Any word or expression which is given a specific meaning under the Policy or Section Definitions has the same meaning wherever it appears in the Policy, unless the context admits otherwise.

Allianz contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if We are unable to meet Our liabilities. Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme  
7th Floor, Lloyds Chambers  
Portsoken Street  
London E1 8BN  
Tel: 020 7892 7300  
Fax: 020 7892 7301  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
[www.fscs.org.uk](http://www.fscs.org.uk)

We strive to provide a first-class service. However, if you are in any way dissatisfied, contact your insurance adviser or the Allianz office that issued the Policy.

# Insuring Clause

The Statement of Fact and any information supplied by or on behalf of the Insured forms the basis of this contract of insurance between the Insured and the Insurer.

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

For Allianz Insurance plc

A handwritten signature in blue ink that reads "Andrew Torrance". The signature is written in a cursive style and is positioned above a horizontal line.

Andrew Torrance  
Chief Executive

# Policy Definitions

The following definitions apply to this Policy (unless amended by Section Definitions) and are denoted by a capital first letter throughout this Policy.

## Policy

The document described in the Introduction

## Section/Sections

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

## Schedule

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

## Insurer

Allianz Insurance plc

## Insured

The insured named and shown in the Schedule

## Period of Insurance

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

## Business

The business description stated in the Schedule.

## Sum Insured

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

## Total Sum Insured

The total amount payable by the Insurer under any Section

## Excess

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

## Property/Property Insured

Buildings, Contents of Common Parts, All Other Contents and other Property belonging to the Insured or for which the Insured is responsible, as shown and/or described in the Schedule.

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

## Building/Buildings

The buildings at the Premises being, unless more specifically described, built mainly of brick, stone, concrete or other non-combustible materials, including:

- landlord's fixtures and fittings (including communal television and radio receiving aerials, satellite dishes and related fittings on or in residential Premises), fixed glass, fixed sanitaryware and walls, gates and fences in, on or pertaining to the buildings
- telephone, gas, water and electric instruments, meters, piping, cabling and the like and their accessories in, on or pertaining to the buildings including such property in adjoining yards or roadways or underground at the Premises and extending to the public mains
- fuel tanks and their ancillary equipment, pipework and the like at the Premises
- small outside buildings, annexes, gangways, conveniences and other small structures at the Premises
- roads, car parks, yards, paved areas, hard-surfaced areas, pavements and footpaths at the Premises.

## Contents

Contents of Common Parts and All Other Contents

### Contents of Common Parts

Fitted carpets, furnishings and other contents in reception and storage areas and other communal parts of the Buildings including:

- the contents of fuel tanks at the Premises
- portable communal property in the open grounds of and used in connection with the Buildings.

### All Other Contents

Any contents that are not Contents of Common Parts, including:

- deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records
- computer systems records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding £10,000 in total

and so far as they are not otherwise insured

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

### Unoccupied

Any Building, part of any Building or Flat that is unfurnished, untenanted or no longer in active use.

### Flat / Flats

A self contained unit of residential accommodation forming part of the Building.

### Resident

The owner, lessee or tenant of any Flat and/or members of their household.

# Policy Conditions

Applicable unless stated to the contrary under the conditions in the Sections

## 1 Policy Voidable

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

## 2 Reasonable Precautions

The Insured shall take all reasonable care

- a to prevent accident and any Injury or Damage
- b to observe and comply with statutory or local authority laws, obligations and requirements
- c in the selection and supervision of employees
- d to maintain the Property Insured used in connection with the Business in efficient and safe working order
- e to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

## 3 Claims – Action by the Insured

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

- a notify the Insurer within 30 days (or 7 days in the case of loss, destruction, damage or consequential loss by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as the Insurer may allow
- b notify the Insurer immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, damage or consequential loss which may form the subject of a claim under this Policy
- c notify the police as soon as it becomes evident that any loss, destruction, damage has been caused by theft or malicious persons
- d pass immediately, and unacknowledged, any letter of claim to the Insurer

- e carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
- f retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as the Insurer may reasonably require
- g furnish with all reasonable despatch at the Insured's expense
  - i such further particulars and information as the Insurer may reasonably require
  - ii if required, a statutory declaration of the truth of the claim
  - iii details of any other insurance covering the subject matter of the claim under this Policy and any matters connected with it
- h make available at the Insured's expense any documents required by the Insurer with regard to any letter of claim
- i not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the Insurer
- j allow the Insurer in the name of and on behalf of the Insured to take over and, during such periods as the Insurer thinks proper, to have control of all negotiations and proceedings which may arise in respect of any claims and the settlement thereof and co-operate fully with the Insurer for that purpose

No claim under this Policy shall be payable and any payment on account of a claim already made shall be repaid to the Insurer, if the terms of this Policy Condition are not complied with.

## 4 Claims – The Rights of the Insurer

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

No Property may be abandoned to the Insurer, whether taken possession of by the Insurer or not.

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

## 5 Cancellation

### Insured's Cancellation Rights

The Insured has the right to cancel the cover within a period which begins fourteen (14) days from the commencement of cover or the receipt of Policy documentation, whichever is the later (this period is referred to as the "cooling off period"). The Insured should exercise this right by contacting their insurance adviser or by writing to the Insurer's office which issued the Policy documentation. Alternatively the Insured can write to Allianz's registered office which is found on the back page of the Policy wording.

If the Insured does exercise their right to cancel during the "cooling off period", they will be entitled to a return of premium. Any return of premium will be calculated on a proportionate basis, less an administration charge of £25 to cover operational costs. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the Insured does not exercise their right to cancel during the "cooling off period", the Policy premium becomes due, they may not be entitled to a refund of premium and the Policy may run for its full term.

If the "cooling off period" has expired, the Insured may cancel the Policy during the period of insurance by giving fourteen (14) days notice in writing to the Allianz office which issued the Policy documents, or in writing to their insurance adviser. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance they will be entitled to a proportionate return of the premium paid, less an administration charge of £25 to cover operational costs. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

In the event of cancellation the Insured must return to Allianz the current Certificate(s) of Employers Liability Insurance.

### Insurer's Cancellation Rights

The Insurer may cancel this Policy by giving the Insured fourteen (14) days notice in writing sent to the Insured's last known address. The Insured will be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the premium for the Policy is paid by instalments, please refer to the instalment agreement for details of the cancellation procedure that will apply.

In the event of cancellation the Insured must return to the Insurer the current Certificate(s) of Employers Liability Insurance.

## 6 Fraud

If the Insured or anyone acting on behalf of the Insured makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this Policy shall be void and the Insured will forfeit all rights under the Policy. In such circumstances, the Insurer retains the right to keep the premium and to recover any sums paid by way of benefit under the Policy.

## 7 Subrogation

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

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of loss, destruction or damage.

## 8 Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted by the Insurer), such difference shall be referred to an arbitrator to be appointed by the Insured and the Insurer in accordance with statutory provisions.

Where any difference is referred to this arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against the Insurer.

## 9 Law Applicable to Contract

Unless agreed otherwise:

- a the language of the Policy and all communications relating to it will be English; and,
- b all aspects of the Policy including negotiation and performance are subject to English law and the decision of the English courts.

## 10 Rights of Third Parties

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

## 11 Non Invalidation

This Policy shall not be invalidated by

- a any act or omission or by any alteration or neglect unknown to or beyond the control of the Insured by which the risk of loss, destruction or damage is increased, provided that the Insured shall give notice to the Insurer (and pay an additional premium if required) immediately they become aware of such act, omission, alteration or neglect
- b workmen on the Premises carrying out repairs, general maintenance work or minor structural or other alterations of a contract value not exceeding £25,000. Alterations of a contract value above this amount should be referred to the Insurer for acceptance prior to such work commencing.

## 12 Discharge of Liability

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

## 13 Unoccupied Buildings

When any Building or more than 25% of the Flats forming any Building at any Premises described in the Schedule as occupied become(s) Unoccupied for a period exceeding 30 consecutive days, or any such building described as Unoccupied for a period exceeding 30 consecutive days become(s) occupied, the Insured must give immediate notice of such change of occupancy to the Insurer, or cover under this Policy shall be avoided.

In respect only of Buildings that have been Unoccupied for a period exceeding 30 consecutive days or Buildings where more than 25% of the flats are Unoccupied for a period exceeding 30 consecutive days

- a Events 7, 8, 10, 11 and 13 specified in Section 1 – Property Damage and Section 2 – Loss of Rent are not insured
- b the following action must be taken by the Insured in respect of Unoccupied Flats
  - i the main electricity, gas and water services are to be turned off and the water system is to be drained, except when
    - A electricity is needed to maintain any automatic fire or intruder alarm system in operation, or
    - B electricity and water are needed to maintain any automatic sprinkler system in operation
  - ii the Buildings or Flats are to be inspected thoroughly both internally and externally at least weekly (the Insured may appoint a responsible person for this purpose), a record is to be kept of such inspections, and internal or external accumulations of combustible materials are to be removed at the time of such inspections
  - iii the Buildings or Flats are to be secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms, setting any alarm systems, and setting any other protective devices to be fully operative.

## 14 Survey and Risk Improvement Condition

If this Policy has been issued or renewed subject to the Insurer completing a survey or surveys of the Premises or of any other location(s) as specified by the Insurer, then pending completion of such survey(s) Cover is provided by the Insurer on the terms, conditions, provisions, exclusions and limits as specified in the Policy and in the Sections of the Policy.

In the event that a survey should show that a risk or any part of it is not satisfactory in the opinion of the Insurer, then the Insurer reserves the right to either alter the terms and conditions of the Cover or to suspend or withdraw Cover from the date Cover was incepted or renewed or for any other period specified by the Insurer. It is a condition of the Insurer that the Insured must comply with all survey risk improvements required by the Insurer within completion time scales specified by the Insurer.

In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion time scales specified by the Insurer, then the Insurer reserves the right to either continue Cover subject to alteration of the terms and conditions of such Cover, or to suspend or withdraw Cover effective

- a from the date Cover was incepted or renewed or
- b from the expiry of any time period specified by the Insurer for completion/introduction of the required survey risk improvements, or
- c for any other period specified by the Insurer

If the terms or conditions of Cover are amended by the Insurer, then the Insured will have fourteen (14) days to accept or reject the revised basis of Cover.

If the Insured elect to reject the revised basis of Cover, then the Insured may be entitled to a refund of premium (subject to an administration charge) provided that no claim has been made during the current Period of Insurance.

If the Insurer exercises the right to suspend or withdraw Cover, then the Insured may be entitled to a refund of premium in respect of such period that Cover is suspended or for any period beyond the effective date from which Cover is withdrawn, provided that no claim has been made during the current Period of Insurance.

Except in so far as they are expressly varied by this condition, all of the terms, conditions, provisions, exclusions and limits of the Policy and of the Sections of the Policy shall continue to apply until the Insurer advises otherwise.

To the extent that this condition conflicts with any other cancellation condition, this condition shall prevail.

## 15 Other Insurances

If at the time of any loss, destruction or damage there is any other insurance covering such incidents, the Insurer will only pay their rateable proportion of such loss.

# Policy Exclusions

Applicable unless stated to the contrary under Exclusions in the Sections

This Policy does not cover

## 1 Territorial Limits

Loss, destruction, damage, injury or liability arising out of any occurrence outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.

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

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

## 3 Radioactive Contamination

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

- a ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

Exclusion a and b do not apply to Section 4 - Employers Liability other than in respect of

- i the liability of any principal
- ii liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions c and d do not apply to Section 3 – Property Owners Liability Section 4 – Employers Liability and Section 5 – Personal Accident.

## 4 Sonic Bangs

Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## 5 Northern Ireland

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

## 6 Changes in Water Table

Loss, destruction, damage attributable solely to changes in the water table level.

## 7 E-Risks

- a loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
  - i programming or operator error whether by the Insured or any other person
  - ii Virus or Similar Mechanism (as defined below)
  - iii Hacking (as defined below)
  - iv malicious persons
  - v failure of external networks

unless, in respect of i, ii and iii above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- b any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a of this Exclusion unless, in respect of a. i, ii or iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- c loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a of this Exclusion unless, in respect of loss or damage to other property arising from a. i, ii or iii above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- d loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
  - i the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
  - ii the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d i above
  - iii any misinterpretation, use or misuse of information on computer systems or other records, programs or software
 unless, in respect of d ii and iii above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- e any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c and d of this Exclusion unless, in respect of c, d ii and iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

#### For the purpose of this Exclusion:

**Computer Equipment** – means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of the Insured or not, whether tangible or intangible and including without limitation any information, programs or software.

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

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

## 8 Terrorism

- a in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:

loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
- ii any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a above an Act of Terrorism (Terrorism) means:

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

- b** in respect of territories other than those stated in **a** above

loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i** any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
- ii** any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of **b** above an act of Terrorism (Terrorism) means:-

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

In any action suit or other proceedings where the Insurer alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon the Insured.

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in force and effect.

# Section 1 – Property Damage

## Definitions

### Damage

Loss or destruction of or damage to Property Insured.

### Premises

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

## Cover

The Insurer will pay the Insured for Damage to Property Insured at the Premises described in the Schedule by any of the Events operative under this Section.

## Events

### 1 Fire, excluding Damage caused

- a by explosion resulting from fire
- b by earthquake or subterranean fire
- c by its own spontaneous fermentation or heating, or its undergoing any heating process or any process involving the application of heat

#### Lightning

#### Explosion

- a of boilers
- b of gas

used for domestic purposes only, but excluding any Damage caused by earthquake or subterranean fire.

### 2 Explosion, excluding Damage

- a caused by or consisting of the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to the Insured or under the control of the Insured, in which internal pressure is due to steam only
- b in respect of and originating in any vessel, machinery or apparatus or its contents, belonging to the Insured or under the control of the Insured, which requires to be examined to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing the required inspection service.

### 3 Aircraft or other aerial devices or articles dropped from them.

### 4 Riot, Civil Commotion, strikers, locked out workers, persons taking part in labour disturbances or Malicious Persons, excluding:

- a Damage arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
- b Damage arising from cessation of work
- c Damage
  - i by theft or attempted theft
  - ii in respect of any Building which is Unoccupied for a period exceeding 30 consecutive days directly caused by malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Damage caused by fire or explosion.

### 5 Earthquake.

### 6 Subterranean fire.

### 7 Storm, tempest or flood, excluding

- a Damage by frost, subsidence, ground heave or landslip
- b Damage in respect of fences, gates or moveable Property in the open
- c Damage to open-fronted or open-sided Buildings or to Property contained therein.

### 8 Escape of water from any tank, apparatus or pipe, excluding Damage by water discharged or leaking from any automatic sprinkler installation.

### 9 Impact by any road vehicle or animal.

### 10 Sprinkler leakage

Accidental escape of water from any automatic sprinkler installation in the Buildings not caused by explosion, earthquake, subterranean fire or heat caused by fire.

### 11 Theft or attempted theft excluding Damage

- a expedited or in any way brought about by the Insured or any partner, director or employee of the Insured
- b caused by a Resident to the portion of the buildings in which they reside

- c to garden landscaping and paving, garden furniture, trees and plants
- d to Contents unless there has been forcible and violent entry to or exit from the Building.

**12 Subsidence, ground heave or landslip** of any part of the Premises on which the Property Insured stands excluding

- a Damage caused by collapse, cracking, shrinkage, expansion or settlement of Buildings or any part thereof
- b Damage caused by coastal or river erosion
- c Damage caused by defective design or workmanship or the use of defective materials including inadequate construction of foundations
- d Damage caused by settlement or movement of made up ground
- e Damage caused by the normal settlement or bedding down of new structures
- f Damage to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the buildings are Damaged at the same time and from the same cause
- g Damage to yards, car parks, roads, pavements, landlords fixtures and fittings, security lighting and cameras, walls, gates fences, fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires and associated control gears and accessories, paved areas or footpaths unless a building insured by this Section is damaged by the same cause at the same time
- h Damage which originates prior to the inception of this cover
- i Damage caused by demolition, construction, structural alteration or repair to any Buildings or groundworks or excavation at the same Premises
- j Events 1, 2, 5, 6 or 8.

**Subsidence Condition**

The Insured shall notify the Insurer immediately they become aware of any demolition, groundworks, excavation or construction being carried out on the same or any adjoining site. The Insurer shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.

**13 Accidental damage**, excluding

- a Damage caused by or consisting of or arising from or attributable to
  - i any of the Events
  - ii any of the exclusions to the Events specified in Events 1 to 12, whether Events 1 to 12 are insured or not
- b Damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude Damage which itself results from a cause not otherwise excluded
- c Damage caused by or consisting of faulty or defective workmanship, operational error or omission by the Insured or any employee of the Insured but this shall not exclude
  - i such Damage not otherwise excluded which itself results from an Insured Event
  - ii subsequent Damage which itself results from a cause not otherwise excluded
- d acts of fraud or dishonesty by any partner, director or employee of the Insured but this shall not exclude such Damage not otherwise excluded which itself results from Events 1 to 12
- e Damage caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish but this shall not exclude
  - i such Damage not otherwise excluded which itself results from Events 1 to 13
  - ii subsequent Damage which itself results from a cause not otherwise excluded
- f Damage consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping connected to them, mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude
  - i such Damage not otherwise excluded which itself results from Events 1 to 13
  - ii subsequent Damage which itself results from a cause not otherwise excluded
- g Damage caused by disappearance, unexplained or inventory shortage or the misfiling or misplacing of information

- h Damage to any Building or structure caused by its own collapse or cracking, but this shall not exclude such destruction or damage resulting from other Damage in so far as it is not otherwise excluded
- i Damage in respect of fences, gates and moveable Property in the open caused by wind, rain, hail, sleet, snow or dust
- j Damage resulting from Property Insured undergoing any process of production, packing, treatment, testing, commissioning, service or repair
- k Damage in respect of
  - i jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
  - ii Property in transit
  - iii glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects but this shall not exclude Damage which itself results from Events 1 to 12 in so far as it is not otherwise excluded
  - iv Money, bonds or securities of any description
- l Damage to
  - i vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - ii Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
  - iii land, roads, pavements, piers, jetties, bridges, culverts or excavations
  - iv livestock, growing crops or trees but this shall not exclude such Property specifically described in the Schedule
- m caused by electrical or magnetic or erasure of electronic recordings.

## Basis of Settlement

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

The most the Insurer will pay for any one claim is

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

## Automatic Reinstatement

In the absence of written notice by the Insurer to the contrary, in consideration of Sums Insured or Limits of Liability not being reduced by the amount of any claim, the Insured will pay the appropriate additional premium on the amount of the claim from the date of Damage to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

## Basis of Settlement Adjustments

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

### 1 Reinstatement (Day One Basis)

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

For this purpose "reinstatement" means

- i the rebuilding or replacement of Property lost or destroyed which, provided the Insurer's liability is not increased, may be carried out
  - a in any manner suitable to the requirements of the Insured
  - b on another site
- ii the repair or restoration of Property damaged

in either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new.

- b The Declared Value (shown in brackets below the Sum Insured in the Schedule), having been stated by the Insured, has been used to calculate the premium.

### Declared Value

The assessment by the Insured of the cost of reinstatement of Property Insured arrived at in accordance with paragraph 1.a.i. at the level of costs applying at inception of the Period of Insurance (ignoring inflationary factors which may subsequently operate), together with, to the extent that cover provides, due allowance for

- i any additional cost of reinstatement to comply with public authorities regulations, bye-laws or stipulations
- ii Professional Fees
- iii Removal of Debris costs.

### Special Conditions

- 1 At inception of each Period of Insurance, the Insured shall notify the Insurer of the Declared Value of Property Insured. In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the new Period of Insurance, appropriately adjusted by Index Linking.
- 2 If at the time of Damage the Declared Value of the Property is less than the cost of reinstatement (as defined in paragraph 1.a.i.) at inception of the Period of Insurance, the amount payable by the Insurer will be proportionately reduced.
- 3 The Insurer's liability for the repair or restoration of Property damaged in part only, shall not exceed the amount which would have been payable if such Property had been wholly destroyed.
- 4 No payment beyond the amount the Insurer would have paid in the absence of this clause will be made
  - a unless reinstatement commences and proceeds without unreasonable delay
  - b until the cost of reinstatement has actually been incurred
  - c where Property Insured at the time of Damage is covered by any other insurance effected by the Insured, or on behalf of the Insured, which is not on the same basis of reinstatement.

- 5 All the terms and conditions of this Section and of the Policy shall apply
  - a to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause
  - b where claims are payable as if this clause had not been incorporated, except that Sums Insured will be limited to 115% of Declared Values.

## 2 Index Linking

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

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

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

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

## 3 Average (Underinsurance)

The Sums Insured by

- a any items for Buildings or Contents subject to the Reinstatement (Day One Basis) Clause are declared to be separately subject to Average as described in Special Condition 2 of such clause
- b any other items of Property Insured (other than any Sum Insured applying solely to Rent, Fees, Removal of Debris) are declared to be separately subject to Average. This means if at the time of Damage the Sum Insured for any item is less than the value of the item covered by such Sum Insured, the amount payable by the Insurer will be proportionately reduced.

## 4 Contribution and Average

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

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

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

## 5 Public Authorities (including undamaged Property)

Subject to the Special Conditions set out below, cover for Buildings and Contents includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament, with bye-laws of any public authority or to comply with the stipulations of European Union legislation, in respect of

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

excluding

- a the cost incurred in complying with such regulations, bye-laws or stipulations
  - i in respect of Damage occurring prior to the granting of this cover
  - ii in respect of Damage not covered by this Section
  - iii under which notice has been served upon the Insured before the date of the Damage
  - iv in respect of undamaged Property other than undamaged portions of Property lost, destroyed or damaged
- b the additional cost that would have been required to make good the Property lost, destroyed or damaged to a condition equal to its condition when new, had the necessity to comply with such regulations, bye-laws or stipulations not arisen

- c the amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the Property, by reason of compliance with any such regulations, bye-laws or stipulations.

## Special Conditions

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

## 6 Sprinkler Installation Upgrading Costs

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

## 7 Alterations and Additions

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

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

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

## 8 Professional Fees

Sums Insured and/or Declared Values for Buildings include an amount in respect of Architects', Surveyors', Legal and Consulting Engineers' fees, other than where an item covering such fees is specifically shown in the Schedule.

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

## 9 Removal of Debris Costs

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

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

- a removing debris
- b dismantling and demolishing
- c shoring up or propping
- d clearing, cleaning and/or repairing drains, gutters, sewers and the like for which the Insured are responsible.

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

## 10 Removal of Debris Costs – Residents Contents

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

The Insurer will not pay for any costs

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

## 11 Temporary Removal

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

The Insurer will not pay for

- a such Property more specifically insured
- b Damage to vehicles licensed for road use, in so far as they are insured by this Section, occurring elsewhere than at the Premises
- c more than 10% of the Sum Insured for each item covered, for Damage occurring elsewhere than at the Premises.

## 12 Temporary Removal – Documents

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

The Insurer will not pay for

- a such items more specifically insured
- b more than 10% of the figure stated within the definition of All Other Contents for computer systems records
- c more than 10% of the All Other Contents Sum Insured stated on the Schedule.

### 13 Contracting Purchasers

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

### 14 Fixed Glass

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

- a any necessary temporary boarding-up of broken glass pending full replacement
- b removing and re-fixing window fittings and other obstacles to replacing broken glass and replacing alarm foil on glass
- c Damage to framework and to Contents caused by broken glass.

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

### 15 Freeholders, Lessors and Mortgagees

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

### 16 Locks and Keys

The Insurer will pay the cost of replacing locks and keys of doors and windows for which the Insured are responsible, such costs being necessarily incurred to keep the Premises secure if keys are stolen using force and violence, up to an amount of £2,000 any one claim.

### 17 Fire Extinguishers and Sprinklers

The Insurer will pay the reasonable costs incurred by the Insured in re-filling fire extinguishers and replacing sprinkler heads, solely in consequence of Damage by an insured Event.

### 18 Landscaped Grounds

Cover includes costs incurred by the Insured in consequence of Damage to Property Insured at the Premises, up to an amount of £10,000 any one claim, in restoring landscaped grounds to their original appearance when first laid out and planted.

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

### 19 Metered Supplies

Cover includes additional water, gas, electricity or other metered supply charges incurred by the Insured in consequence of Damage, and for which the Insured are legally responsible, up to an amount of £5,000 any one claim, and £10,000 any one Period of Insurance.

The Insurer will not pay for such charges incurred in respect of any Building which is Unoccupied for a period exceeding 30 consecutive days.

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

## 20 Unauthorised Use of Supplies

Cover includes the cost of water, gas, electricity or other metered supply charges incurred by the Insured and for which the Insured are legally responsible, up to an amount of £5,000 any one claim, due to unauthorised use by persons taking possession of, keeping possession of or occupying any Building without the written consent of the Insured, provided that

- a the Insured shall take all practicable steps to terminate such unauthorised use as soon as it is discovered
- b Policy Condition 13 has been complied with by the Insured
- c immediate notification of such possession is given to the Insurer upon the Insured becoming aware of it.

## 21 Trace and Access

In the event of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe, the Insurer will pay the costs necessarily and reasonably incurred by the Insured in locating the source of such Damage, and in the subsequent making good of Damage caused as a consequence of locating such source, up to an amount of £10,000 any one Period of Insurance.

## 22 Alternative Residential Accommodation

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

The Insurer will not pay for such costs in excess of 20% of the Buildings Sum Insured applying to the Buildings or to the parts of the Building Damaged.

## 23 Contractors Interest

When the Insured is required by the terms or conditions of any contract to cover Buildings in the joint names of the Insured and of any contractor or sub-contractor named in such contract, the Insurer agrees to note such joint interests provided that the Insured shall notify the Insurer of details of any single contract

valued at £100,000 or more in advance of commencement of the work, and pay any additional premium the Insurer may require.

## 24 Contract Works

Cover for Buildings and Contents includes any permanent or temporary works undertaken in performance of any contract, including all unfixed materials and goods delivered to or placed on or adjacent to the Premises and intended for incorporation in such Contract Works, all for which the Insured are responsible under the terms of the contract up to an amount of £100,000 any one contract.

## 25 Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from Event 7 is deemed to be one claim. The Insured have the right to select the moment from which the 72-hour period shall be deemed to have commenced within the terms of this Section, provided that such Damage occurred prior to expiry of the Period of Insurance.

## Section Exclusions

The Policy Exclusions apply to this Section and in addition the Insurer will not pay for:

### 1 Pollution or Contamination

Damage caused by pollution or contamination, but the Insurer will pay for Damage not otherwise excluded caused by

- a pollution or contamination which itself results from an insured Event
- b any insured Event which itself results from pollution or contamination.

### 2 Marine Policies

Property which at the time of the happening of Damage is insured by or would but for the existence of this Section be insured by any marine policy or policies, but the Insurer will pay any excess beyond the amount which would have been payable under such marine policy or policies had this Section not been effected.

### 3 Computer Data Recognition

Damage directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or

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

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

#### 4 Specific Insurances

Any Property more specifically insured by or on behalf of the Insured.

#### 5 Works of Art

Damage to painting, prints and works of art with a value in excess of £5,000 any one item.

#### 6 Consequential Loss

Consequential loss of any kind or description.

#### 7 Mobile Phone Masts

Damage caused by and caused to mobile phone masts erected on the Premises.

#### 8 Electrical Apparatus or Fittings

Damage to any particular piece of electrical apparatus or fitting which has caused a fire due to self ignition, over running, excessive pressure, short circuiting, self heating or leakage of electricity

#### 9 Excess

The amount of Excess specified in the Schedule.

## Section Conditions

The Policy Conditions apply to this Section and in addition the following:

### 1 Alteration

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

- a by removal
- b which increases the risk of Damage
- c which results in the interest of the Insured ceasing other than by will or operation of the law
- d by the Business being wound up or being carried on by a liquidator or receiver.

### 2 Reinstatement

If any property is to be reinstated or replaced by the Insurer, the Insured shall at their own expense provide all plans, documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this Section more than its Sum Insured.

### 3 Felt Roof Condition

If any Building has a felt roof where the mineral felt surface has not been replaced for seven years, then this roof must be inspected annually by a competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection should be kept and produced if requested by the Insurer.

# Section 2 – Loss of Rent

## Definitions

### Damage

Loss or destruction of or damage to Property Insured at Premises used by the Insured for the purpose of the Business.

### Premises

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

### Indemnity Period

- a For occupied Premises or occupied parts of Premises

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage.

- b For Premises or parts of Premises that are Unoccupied for a period exceeding 30 consecutive days

The period beginning with the date upon which but for the Damage Rent would have commenced to be payable and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage.

### Maximum Indemnity Period

The period shown in the Schedule.

### Rent

The money paid or payable to the Insured by Residents for accommodation provided and services rendered at the Premises.

## Calculated Rent

- a For occupied Premises or occupied parts of Premises

The amount of the actual annual Rent at commencement of the Period of Insurance plus increases as a result of rent reviews known to be due during such Period of Insurance, proportionately increased when the Maximum Indemnity Period exceeds 12 months.

- b For Premises or parts of Premises that are Unoccupied for a period exceeding 30 consecutive days

A professional valuation, based upon leases expected to be signed or in course of negotiations and upon rent of similar premises in the same locality, estimating at commencement of the Period of Insurance the amount of Rent to be payable during such Period of Insurance and during related subsequent Periods of Insurance when the Maximum Indemnity Period exceeds 12 months.

## Cover

### The Insurer will pay the Insured for Loss of Rent in consequence of Damage

Provided that, other than in respect of Extensions 1-6 of this Section,

- a such Damage is covered under Section 1 – Property Damage of this Policy
- b i payment shall have been made or liability admitted under Section 1 – Property Damage

OR

- ii payment would have been made or liability admitted under Section 1 – Property Damage but for the operation of an Excess.
- c the most the Insurer will pay for any one claim is in the whole the Total Sum Insured, or any other limit of liability stated in this Section, whichever is the less.

## Basis of Settlement

The Insurer will pay the Insured, in respect of each Item covered, the amount of their claim for Loss of Rent.

## Automatic Reinstatement

In the absence of written notice by the Insurer to the contrary, in consideration of Sums Insured or limits of liability not being reduced by the amount of any claim, the Insured will pay the appropriate additional premium on the amount of the claim from the date of the Damage to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted.

The Insurer will pay the Insured as indemnity in consequence of Damage for

**a** Loss of Rent

including

**b** Increase in Cost of Working

and

**c** Re-letting Costs.

Loss of Rent means the amount by which the Rent during the Indemnity Period falls short of the Rent which but for the Damage would have been received.

Increase in Cost of Working means the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of Rent which but for that expenditure would have taken place during the Indemnity Period.

Re-letting Costs means the expenditure necessarily and reasonably incurred in consequence of Damage in Re-letting Premises, including legal fees or other charges incurred solely in consequence of such re-letting.

## Basis of Settlement Adjustments

The Insurer will not pay the Insured for

- a** Increase in Cost of Working exceeding the amount of Loss of Rent thereby avoided
- b** legal fees or other charges payable by any new tenant acquired in re-letting Premises in consequence of Damage
- c** any amounts saved during the Indemnity Period in respect of any of the charges and expenses of the Business payable out of Rent that may cease or be reduced.

In calculating the amounts the Insurer will pay the Insured as indemnity, adjustments shall be made in accordance with the following clauses.

### 1 Average

If the Sum Insured by any item on Rent is less than the Calculated Rent for that Item, the amount payable will be proportionately reduced.

### 2 Accountants' Charges

If the professional accountants of the Insured produce any particulars or details required by the Insurer from the Insured's books of account or other business books or documents, or any other proofs, information or evidence under the terms of Condition 2 of this Section, the Insurer will pay the Insured the reasonable charges payable by the Insured to their professional accountants, provided that the maximum amount payable under this adjustment shall not exceed 5% of the Rent Sum Insured in respect of each Premises.

### 3 Rent Review

Where Rent is subject to a rent review during the Period of Insurance, the rent amount payable may be automatically increased, subject to a maximum rent review increase of 20%. This does not include any increases in Rent resulting from alterations, additions, extensions or improvements to the Buildings insured or in respect of newly erected buildings.

#### 4 Alterations and Additions

Cover includes Rent in respect of

- a alterations, additions and improvements to Premises
- b newly acquired or newly erected Premises

within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, for no more than 20% of the Total Sum Insured or £50,000 whichever is the less, at any one Premises, provided that the Insured shall

- i give details to the Insurer within ninety days of the commencement date of the Insured's interest in such Rent
- ii effect specific cover retrospective to such date, and
- iii pay the appropriate additional premium.

#### 5 Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from Event 7 of Section 1 – Property Damage is deemed to be one claim. The Insured have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section, provided that such Damage occurred prior to expiry of the Period of Insurance.

#### 6 Value Added Tax

All terms in this Section shall be exclusive of value added tax to the extent that the Insured are accountable to the tax authorities for such tax.

#### 7 Payments on Account

The Insurer will make payments on account during the Indemnity Period, if the Insured so request, subject to any necessary adjustment at the end of the Indemnity Period.

## Extensions

Any claim resulting from interruption of or interference with the Business in consequence of:

- a in respect of Extensions 1 – 4, loss or destruction of or damage to any Property shown below resulting from an Event operative under Section 1 – Property Damage of this Policy, or

- b In respect of Extension 5, any Contingency shown

within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, shall be understood to be Damage as covered by this Section, provided that after the application of all other terms, conditions and provisions of this Section the liability of the Insurer shall not exceed in the whole the Total Sum Insured, or the amount shown as the maximum limit of liability in respect of any of the Extensions, whichever is the less.

#### 1 Managing Agents' Premises

Property of the Insured's managing agents at the premises of such managing agents, up to 20% of the Rent Sum Insured or £20,000 whichever is the less.

#### 2 Denial of Access

Property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises for a period greater than 24 hours, whether the Premises or property in them is Damaged or not.

#### 3 Supply Undertakings

Property at any

- a generating station or sub-station of the electricity supply undertaking
- b land based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
- c waterworks or pumping station of the water supply undertaking
- d land based premises of the telecommunications undertaking

from which the Premises obtain electricity, gas, water or telecommunications services.

#### 4 Documents

Documents belonging to the Insured or held by the Insured in trust, whilst at premises not being the Insured's Premises, or in transit by road, rail or inland waterway.

#### 5 Specified Illnesses

##### Contingencies

- a any occurrence of a Specified Illness at the Premises, except where the Premises is a Private Dwelling
- b any discovery of an organism at the Premises likely to result in the occurrence of a Specified Illness, except where the Premises is a Private Dwelling
- c any occurrence of Legionellosis at the Premises
- d the discovery of vermin or pests at the Premises
- e any accident causing defects in the drains or other sanitary arrangements at the Premises

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

##### Special Provisions

- 1 'Specified Illness' shall mean illness sustained by any person resulting from
  - a food or drink poisoning, or
  - b Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever an outbreak of which the competent local authority has stipulated shall be notified to them.
- 2 'Legionellosis' shall mean illness sustained by any person resulting from any discharge release or escape of legionella from water tanks, water systems, air-conditioning plants, cooling towers and the like at the Premises.

3 For the purpose of this Extension 'Indemnity Period' shall mean the period during which the results of the Business shall be affected in consequence of the damage beginning with the date from which the restrictions on the Premises are applied and ending not later than 3 months thereafter.

- 4 The Insurer shall not be liable under this clause for any costs incurred in cleaning, repair, replacement, recall or checking of Property.
- 5 The Insurer shall only be liable for loss arising at the Premises which are directly subject to the incident.
- 6 The Insured in so far as it is reasonably practical shall ensure compliance with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" or any supplementary replacement or amending Code of Practice.
- 7 Notwithstanding Special Provision 4 the insurance by this Extension extends to include costs and expenses necessarily incurred with the consent of the Insurer in
  - a cleaning and decontamination of Property used by the Insured for the purpose of the Business (other than stock in trade)
  - b removal and disposal of contaminated stock in tradeat or from the Premises, the use of which has been restricted on the order or advice of the competent local authority solely in consequence of the incident as defined above, provided that the liability of the Insurer shall not exceed £25,000 in any one Period of Insurance, after the application of all other terms and conditions of this Section and of the Policy.

#### 6 Loss of Attraction

Property in the vicinity of the Premises causing a fall in the number of tenants attracted to the Premises, provided that for the purpose of this Extension Damage shall exclude obstruction of roads, streets and the like by weather or climatic conditions

- a The Maximum Indemnity Period shall not exceed 3 months
- b Limit 5% or £100,000 whichever is the less

## Section Exclusions

The Policy Exclusions apply to this Section and in addition the Insurer will not pay for:

### 1 Pollution or Contamination

Loss resulting from pollution or contamination, but the Insurer will pay for such loss resulting from destruction of or damage to property used by the Insured at the Premises for the purpose of the Business not otherwise excluded caused by

- a pollution or contamination at the Premises which itself results from an insured Event
- b any insured Event which itself results from pollution or contamination.

### 2 Computer Date Recognition

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

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

## Section Conditions

The Policy Conditions apply to this Section and in addition the following:

### 1 Alteration

Unless the Insurer agrees in writing, cover under this Section shall be avoided if after the commencement of this Section

- A the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- B the interest of the Insured ceases other than by death
- C any alteration is made in the Business or in the Premises or property in them which increases the risk of Damage.

### 2 Additional Claims Conditions

In the event of Damage, in consequence of which the Insured make or may make a claim under this Section, the Insured shall at their own expense deliver to the Insurer not later than 30 days after expiry of the Indemnity Period, or such further time that the Insurer may allow, full information in writing of the particulars of the claim, together with details of all other policies covering the Premises for the purpose of the Business or any part of the Business, and the amount of any resulting Damage.

Particulars or details contained in the Insured's books of account or other business books or documents, which may be required by the Insurer for the purpose of investigating or verifying any claim under this Section, may be produced by professional accountants if at the time they are regularly acting for the Insured. Their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to the Insurer.

# Section 3 – Property Owners Liability

## Definitions

### 1 Injury

- a bodily injury, death, disease, illness, mental injury or nervous shock
- b invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

### 2 Employee

- a any person under a contract of service or apprenticeship with the Insured
- b any of the following persons whilst working for the Insured in connection with the Business
  - i any labour master or labour only subcontractor or person supplied by him
  - ii any self-employed person providing labour only
  - iii any trainee or person undergoing work experience
  - iv any voluntary helper
  - v any person who is borrowed by or hired to the Insured.

### 3 Business

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

- a the ownership, maintenance and repair of premises used in connection therewith
- b the provision and management of canteen, social, sports or welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured
- c the execution of private duties by Employees for any partner, director or senior official of the Insured.

### 4 Territorial Limits

- a Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- b any other member country of the European Union
- c elsewhere in the world in respect of Injury or Damage caused by or arising from
  - i non-manual activities of any partner, director or Employee of the Insured normally resident within the territories specified in Definition 4.a. above and occurring during any journey or temporary visit
  - ii Products.

### 5 Products

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

### 6 Pollution or Contamination

- a all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b all Injury or Damage directly or indirectly caused by such pollution or contamination.

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

### 7 Offshore Installations

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

## Cover

The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of accidental

- a Injury to any person
- b Damage to material property
- c nuisance, trespass, obstruction or interference with any right of way, light, air or water

occurring within the Territorial Limits during the Period of Insurance in connection with the Business.

## Costs and Expenses

The Insurer will also pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

- a in connection with the defence of any claim
- b for representation of the Insured
  - i at any coroner's inquest or fatal accident inquiry in respect of death
  - ii at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury or loss or damage

which may be the subject of indemnity under this Section.

## Limit of Indemnity

- a The Insurer's liability for all compensation payable in respect of
  - i any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
  - ii all Injury, loss and damage occurring during any one Period of Insurance and caused by and arising from Products
  - iii all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance

shall not exceed the Limit of Indemnity stated in the Schedule.

- b In respect of all claims against the Insured made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all
  - i claimants' costs and expenses
  - ii costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of such claims.
- c The Insurer's liability shall not exceed the Limit of Indemnity shown in the Schedule or £5,000,000 (whichever is the lesser) in respect of an act of Terrorism.

For the purposes of this limitation the definition of act of Terrorism is:

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

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

## Extensions

### 1 Indemnity to Other Parties

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

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

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

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

Provided that

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

## 2 Joint Insured – Cross Liabilities

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

## 3 Overseas Personal Liability

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

## 4 Motor Contingent Liability

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

- a in respect of Damage to such vehicle
- b arising out of any such use in any country outside the European Union
- c incurred by any party other than the Insured
- d incurred by any party identified in Extension 1 – Indemnity to Other Parties other than an Employee.

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

## 5 Health and Safety at Work – Legal Defence Costs

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

- a costs and expenses incurred with the Insurer's written consent
- b costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that

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

The Insurer will not pay for

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

## 6 Data Protection

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

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

The total amount payable including all costs and expenses under this paragraph, in respect of all claims occurring during any one Period of Insurance, is limited to £100,000.

The Insurer will not pay for

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

## 7 Defective Premises Act 1972

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

Provided that this Extension does not cover

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

## 8 Consumer Protection and Food Safety Acts – Legal Defence Costs

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

- a Part 2 of the Consumer Protection Act 1987

or

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

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

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

The Insurer will not pay for

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

## 9 Court Attendance Compensation

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

- i any director or partner £250
- ii any Employee £150

## 10 Contractual Liability

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

Provided that the Insurer shall not in any event provide indemnity

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

## 11 Legionellosis Liability

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

Provided that

- a the Insurer will only indemnify the Insured
  - i in respect of claims arising from Pollution or Contamination which arise out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like first made in writing to the Insured during the Period of Insurance
  - or
  - ii if the first notification of a circumstance which has caused or is alleged to have caused Injury or Damage and can be reasonably expected to give rise to a claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like is notified to the Insurer during the Period of Insurance or within thirty (30) days after expiry of the same Period of Insurance
- b the liability of the Insurer under this Extension for all compensation (including interest thereon) and claimants costs' and expenses payable shall not exceed £500,000 and for all claims arising from Pollution or Contamination shall not exceed the Limit of Indemnity as stated in the Schedule
- c this Extension shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like if before the Period of Insurance the Insured had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

## 12 Manslaughter Defence Costs

The Insurer will indemnify the Insured in respect of

- a legal costs and expenses incurred with the prior written consent of the Insurer and
- b costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or Isle of Man in respect of any fatal injury occurring during the Period of Insurance in connection with the Business and which may be the subject of indemnity under this Section

Provided that

- 1 the maximum amount payable under this extension shall not exceed £5,000,000 during any one Period of Insurance or the Limit of Indemnity under this Section as stated in the Schedule whichever is the lesser
- 2 all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity under this Section as stated in the Schedule
- 3 where the Insurer has already indemnified the Insured in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this extension

- 4 the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment

the Insurer will not pay for

- A any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- B legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- C costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- D costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man
- E costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by
- i the Insured
  - ii any partner or director of the Insured
  - iii any Employee

## Section Exclusions

The Policy Exclusions 2 and 3 apply to this Section and in addition the Insurer will not pay for:

### 1 Injury to Employees

Liability in respect of Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Insured.

### 2 Work on Offshore Installations

Liability in respect of Injury or loss or damage arising in connection with visiting, working on or travel to or from Offshore Installations.

### 3 Fines, penalties, liquidated, punitive, exemplary or aggravated damages

Liability in respect of

- a fines, penalties or liquidated damages
- b punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

### 4 Pollution or Contamination

Liability in respect of

- a Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory
- b Pollution or Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

### 5 Mechanically Propelled Vehicles

Liability arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- a while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)

- b in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by any other policy.

## 6 Vessels or Craft

Liability arising out of the ownership, possession or use by or on behalf of the Insured of any vessel or craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft).

## 7 Property in the charge or control of the Insured

Liability in respect of loss or damage to any property belonging to or in the charge or control of the Insured other than

- a personal effects or vehicles of any partner, director or Employee of or visitor to the Insured
- b premises (and their contents) not belonging, leased, rented or hired to the Insured but temporarily in the charge of the Insured for the purpose of carrying out work
- c premises (including their fixtures and fittings) leased, rented or hired to the Insured but this Section does not cover liability attaching to the Insured solely under the terms of any tenancy or other agreement.

## 8 Damage to Goods Supplied

Liability in respect of

- a loss or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of the Insured
- b all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
  - i any such goods or property
  - ii any defective work executed by or on behalf of the Insured

except that 8.a. and 8.b.i above shall not apply to liability in respect of loss or damage to the said goods or property if such loss or damage is caused by or arises from

- 1 any alteration, repair or servicing work executed
- 2 any other goods or property sold, supplied, delivered, installed or erected

by the Insured under a separate contract.

## 9 Products

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

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

## 10 Advice and Design

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

## 11 Contract Works and J.C.T. Clause 6.5.1

Liability in respect of loss or damage to any property

- a comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured
- b against which the Insured are required to effect insurance under the terms of Clause 6.5.1. of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

## 12 Manual Work

Liability arising from or as a consequence of any manual work carried out away from any premises belonging, leased, rented or hired to the Insured other than delivery or collection.

## 13 Slings and Cradles

Liability for Injury or loss or damage arising out of the operation of a sling and/or cradle.

## 14 Computer Date Recognition

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

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

## 15 Occupier Liability

Liability in respect of Injury, loss or damage caused by any Resident incurred solely as occupier of their Flat.

## 16 Excess

The amount of any Excess specified in the Schedule.

## Section Conditions

The Policy Conditions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 apply to this Section and in addition the following:

### 1 Discharge of Liability

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

### 2 Bona fide Subcontractors

In respect of work commencing within the Period of Insurance, it is a condition precedent to any liability of the Insurer in respect of Injury, loss, destruction or damage arising out of or caused by work undertaken on behalf of the Insured by bona fide subcontractors, that the Insured obtain and retain a written record that such subcontractors have in force throughout the duration of any work undertaken by them for the Insured insurance as follows:

- a Employers Liability insurance in accordance with any law relating to compulsory insurance of liability to employees
- b Public Liability insurance covering legal liability for injury to any person other than liability described in a above and loss, destruction or damage to property with a Limit of Indemnity not less than £2,000,000.

This condition does not apply where bona fide subcontractors are engaged to carry out work on behalf of the Insured in an emergency and there is insufficient time to obtain written evidence of insurance provided that the Insured shall obtain verbal confirmation from such subcontractors that insurance as described in a and b above is in force and confirm such conversation in writing and retain a copy as a written record.

### 3 Other Insurances

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

# Section 4 – Employers' Liability

## Definitions

### 1 Injury

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

### 2 Employee

- a Any person under a contract of service or apprenticeship with the Insured
- b any of the following persons whilst working for the Insured in connection with the Business
  - i any labour master or labour only subcontractor or person supplied by him
  - ii any self-employed person providing labour only
  - iii any trainee or person undergoing work experience
  - iv any voluntary helper
  - v any person who is borrowed by or hired to the Insured.

### 3 Business

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

- a the ownership, maintenance and repair of premises used in connection therewith
- b the provision and management of canteen, social, sports or welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured
- c the execution of private duties by Employees for any partner, director or senior official of the Insured.

### 4 Territorial Limits

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

### 5 Offshore Installations

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

## Cover

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

## Cost and Expenses

The Insurer will also pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

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

which may be the subject of indemnity under this Section.

## Limit of Indemnity

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

- b The Limit of Indemnity shall not exceed £5,000,000 in respect of an act of Terrorism.

For the purposes of this limitation the definition of act of Terrorism is:

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

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

## Extensions

### 1 Indemnity to Other Parties

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

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

as though each party was individually named as the Insured in this Section

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

Provided that

- i each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply

- ii the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the Schedule.

### 2 Health and Safety at Work – Legal Defence Costs

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

- a costs and expenses incurred with the Insurer's written consent
- b costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that

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

the Insurer will not pay for

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

### 3 Unsatisfied Court Judgements

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

- a is obtained by such Employee in any court situate within the territories specified in Definition 4 a against any person or corporate body domiciled or operating from premises within such territories and

- b remains wholly or partly unsatisfied six months after the date of such judgement

the Insurer will if the Insured so request pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i there is no appeal outstanding
- ii the Employee shall have assigned the judgement to the Insurer
- iii this Section was shown in the Schedule at the time of the Injury.

#### 4 Court Attendance Compensation

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

- i any director or partner £250
- ii any Employee £150

#### 5 Manslaughter Defence Costs

The Insurer will indemnify the Insured in respect of

- a legal costs and expenses incurred with the prior written consent of the Insurer and
- b costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or Isle of Man in respect of any fatal injury sustained and caused during the Period of Insurance in connection with the Business and which may be the subject of indemnity under this Section

Provided that

- 1 the maximum amount payable under this extension shall not exceed £5,000,000 during any one Period of Insurance

- 2 all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity under this Section as stated in the Schedule

- 3 where the Insurer has already indemnified the Insured in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this extension

- 4 the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment

the Insurer will not pay for

- A any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- B legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- C costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- D costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man
- E costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by
  - i the Insured
  - ii any partner or director of the Insured
  - ii any Employee

## Exclusions

Policy Exclusion 3 applies to this Section and in addition the Insurer will not pay for:

### 1 Mechanically Propelled Vehicles

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

### 2 Work on Offshore Installations

Liability in respect of Injury to any Employee who is working on, visiting or travelling to or from Offshore Installations.

### 3 Slings and Cradles

Liability in respect of Injury to any Employee operating a sling and/or cradle.

## Section Conditions

The Policy Conditions 2, 3, 4, 6, 7, 10 and 11 apply to this Section and in addition the following:

### 1 Compulsory Insurance Legislation

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

### 2 Certificate of Employers' Liability

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

### 3 Alteration

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

### 4 Discharge of Liability

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

### 5 Other Insurances

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

# Section 5 – Personal Accident

## Definitions

### Accidental Bodily Injury/Injuries

Bodily injury caused by

- 1 accidental violent external and visible means or
- 2 exposure to the elements following a mishap to any vehicle, vessel or aircraft in which the Member is travelling.

### Death

Death caused by Accidental Bodily Injury/Injuries

### Loss of Sight

Total and permanent loss of sight will be considered as having occurred:

- 1 in both eyes if the Member's name has been added to the Register of Blind persons on the authority of a fully qualified ophthalmic specialist

or

- 2 in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale

which has lasted three (3) consecutive months of the Member's lifetime and is at the end of that period in the opinion of an independent optician (acceptable to the Insurer) beyond hope of improvement.

### Loss of Hearing

Total and permanent loss of hearing which has lasted three (3) consecutive months of the Member's lifetime and is at the end of that period in the opinion of an independently qualified medical referee beyond hope of improvement.

### Loss of Limb

Total and permanent loss by physical separation or total and permanent loss of use of a hand at or above the wrist or a foot at or above the ankle.

### Operative Time of Cover

24 hours.

### Member

Any partner, proprietor or working director of the Insured between the ages of 16 and 65 years.

### Permanent Total Disablement

Disablement other than Loss of Sight, Loss of Hearing or Loss of Limb which permanently, completely and continuously prevents the Member from performing each and every function of his/her Usual Occupation, and which having lasted 104 weeks of the Member's lifetime is at the end of that period beyond hope of improvement.

### Usual Occupation

The tasks, duties and other functions which the Insured normally pays the Member to perform in connection with the Business of the Insured.

## Cover

The Insurer will pay the Insured compensation in accordance with the Sum Insured if any Member shall sustain an Accidental Bodily Injury during the Period of Insurance and Operative Time of Cover which within twelve (12) months thereof directly and independently of any other cause results in:

- a Death
- b Permanent Total Disablement

## Basis of Settlement

Compensation will be paid in accordance with the following percentages subject to a maximum total of 100% of the Sum Insured in the aggregate.

### Percentage payment

1	Permanent Total Disablement	100%
2	Loss of Limb	100%
3	a Loss of Sight	100%
	b Loss of Hearing	50%
	c Loss of Hearing in one ear	10%
4	Permanent loss by physical separation of	
	a one thumb	
	i both phalanges	20%
	ii one phalange	7%
	b one index finger	
	i three phalanges	9%
	ii two phalanges	6%
	iii one phalange	3%
	c one other finger	
	i three phalanges	7%
	ii two phalanges	5%
	iii one phalange	2%
	d one great toe	
	i two phalanges	6%
	ii one phalange	3%
	e one other toe	
	i three phalanges	3%
	ii two phalanges	2%
	iii one phalange	1%

which the Member has survived for at least one (1) month.

## Limitations

In respect of each Member:

- 1 this Section shall cease to be in force immediately after the occurrence of any Accidental Bodily Injury qualifying for payment under percentage payment 1, 2 or 3a.

## Exclusions

**Policy Exclusion 1 applies to this Section.**

In addition the Insurer will not be liable to make any payment in respect of injury or disablement of any Member

- 1 sustained whilst or consequent upon or contributed to directly or indirectly by the Member engaging in
  - a motor cycling (other than in respect of mopeds or scooters up to 50cc), hunting, winter sports (other than curling or skating), mountaineering or rock climbing (necessitating the use of ropes or guides), pot-holing, caving, any underwater activities involving the use of external breathing apparatus, armed or unarmed combat sports, riding or driving in any kind of race or endurance test (or practice therefore)
  - b aviation other than as a passenger (not as a member of the crew nor for the purpose of undertaking any trade or technical operation) in a fully licensed passenger-carrying aircraft
  - c any gainful occupation outside the Business.
- 2 arising as a consequence of the suicide, intentional self-injury or insanity of or the influence of alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a qualified medical practitioner but not for the treatment of drug addiction)
- 3 caused or contributed to directly or indirectly by
  - a pregnancy or childbirth
  - b sexually transmitted diseases
  - c HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused
- 4 arising from travel to or from or work on Offshore Installations
- 5 arising out of or consequent upon service in the Armed Forces of any Nation or International Authority or other such organisation
- 6 arising out of or consequent upon or contributed directly or indirectly by any Member(s) committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind

- 7 arising out of Accidental Bodily Injury, death or disablement as a result of or contributed to by
- a sickness or disease
  - b any naturally occurring condition or gradually operating cause.
- 8 for any claim or series of claims arising out of or consequent upon (or contributed to directly or indirectly by) any one originating event in excess of £750,000
- 9 as a result of any event directly or indirectly arising out of any nuclear, chemical or biological Contamination due to any act of Terrorism regardless or any other cause or any other event contributing at the same time or in any other sequence to such event.

For the purpose of this Exclusion:

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

**Contamination** means contamination or poisoning of people by nuclear and/or biological substances which cause illness and/or disablement and/or death.

If the Insurer alleges that by reason of this Exclusion any loss, damage, cost or expense is not covered, the burden of proving the contrary shall be upon the Insured.

## Conditions

The Policy Conditions 1, 2, 5, 6, 8–12 and 14 apply to this Section and in addition

### 1 Claims (1)

If anything occurs which is likely to give rise to a claim under this Section the Insured or the Member concerned or his/her legal personal representative shall as soon as reasonably possible notify the Insurer in writing and shall when required by the Insurer and with all reasonable speed and at their own expense give the Insurer such further particulars as the Insurer may require.

### 2 Claims (2)

As soon as reasonably possible after the occurrence of an accident the Member concerned must place themselves under the care of a duly qualified medical practitioner whose advice they shall follow. The said Member shall submit to any medical examination made on the Insurer's behalf and in the event of death of the Member, the Insurer shall be entitled to make a post-mortem examination at the Insurer's own expense.

### 3 Material Facts

The Insured shall give the Insurer notice in writing of any material alteration affecting the risk insured and of any variation in the Business, occupation or activities or the health of any Member. This Section shall continue in force until expiry of the current Period of Insurance notwithstanding any variation in the health of any Member during such period, but in the event of any other alteration or variation in the risk insured the Insurer shall not be liable to make any payment under this Section unless the Insurer has agreed in writing to maintain the Section in force following such alteration or variation.

- 4 If a claim or series of claims under this Section arising out of or consequent upon (or contributed to directly or indirectly by) any one originating event exceeds £750,000 the amount of benefit paid will be proportionately reduced to an amount that does not exceed £750,000.

# Section 6 – Legal Expenses

## Definitions

In addition to the Policy Definitions the following also apply to this Section:

### Acts of Parliament

All Acts of Parliament referred to in this Section will include a reference to all Orders and Regulations made under them and to any subsequent amendments, re-enactments, equivalent legislation, Regulations or Codes of Practice, enforceable within the Territorial Limits.

### Adjudication

Adjudication whether arising under the Housing Grant Construction and Regeneration Act 1996 or the Scheme or an adjudication arising out of any term in a contract.

### Any One Claim

All Claims including any appeal against a judgment or decision arising out of the same original cause event or circumstance without the intervention of any other cause starting from a new and independent source will be regarded as one claim.

### Awards of Compensation

Basic Awards and Compensatory Awards made against the Insured by an Employment Tribunal, Employment Appeal Tribunal or Superior Court, or settlements agreed as a result of negotiation, conciliation or arbitration proceedings and to which the Insurer's previous consent has been given, other than:

- a any Awards of Compensation against the Insured for a redundancy payment or monies due under a contract of employment, or
- b any award arising from a failure by the Insured to provide written reasons for dismissal, or
- c any award or pay specified in a reinstatement or re-engagement order, or
- d any financial benefit or compensation payable under any share option scheme or pension scheme.

### Basic Awards

Basic Awards are as determined in accordance with section 119 of the Employment Rights Act 1996. For the avoidance of doubt Basic Awards do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

## Claim

### Cover Event 1 Employment

An application to an Employment Tribunal brought by or on behalf of any Employee against the Insured for monetary damages or other relief, including a request for reinstatement or re-engagement. The circumstances that give rise to a Claim will begin immediately the Insured first receives an Employee's Claim Form (ETI) from an Employment Tribunal.

### Cover Event 2 Taxation Proceedings

The circumstances that give rise to a Claim will begin immediately the Insured or the Insured's accountant first receives written notification from:

- a HM Revenue & Customs expressing dissatisfaction with the Insured's tax affairs, or
- b HM Revenue & Customs with an assessment or written decision or notice of civil penalty in respect of VAT.

### Cover Event 3 Criminal Prosecution Defence

A criminal prosecution brought against the Insured Person. The circumstances that give rise to a Claim will begin immediately proceedings are issued against the Insured Person.

### Cover Event 4 Damage to Premises

A civil proceeding (including an application for injunctive or non-pecuniary relief, third party action, or counterclaim) brought by the Insured for the pursuit of monetary damages or other relief. The circumstances that give rise to a Claim will begin immediately the Insured first sends written notice to another party that it is the Insured's intention to hold that other party responsible for actual physical damage to the Insured's Premises resulting in provable financial loss to the Insured.

### Cover Event 5 Data Protection

A civil proceeding brought against the Insured Person under Data Protection legislation. The circumstances that give rise to a Claim will begin immediately the Insured Person first receives:

- a a writ, summons or similar pleading for injunctive or non-pecuniary relief, third party proceeding, or counterclaim, or
- b written notification from the Information Commissioner of a refusal of the Insured Person's application for registration or an alteration to the Insured Person's registration particulars, or
- c an Enforcement, De-registration or Transfer Prohibition Notice from the Information Commissioner.

### Cover Event 6 Licence Protection

An event which results in a hearing in regard to withdrawing, restricting or suspending the Insured's business licence. The circumstances that give rise to a Claim will begin immediately the Insured first receives notification from the relevant licensing authority of their intention to withdraw, restrict or suspend the Insured's business licence.

### Cover Event 7 Personal Injury

A civil proceeding brought by the Insured Person for monetary damages. The circumstances that give rise to a claim will begin immediately the Insured Person suffers death or bodily injury.

### Cover Event 8 Jury Service Allowance

The circumstances that give rise to a Claim for Jury Service Allowance will begin immediately the Insured first knows, or should have known, that they have suffered proven financial loss as a result of a proprietor, partner, director or Employee of the Insured having been absent from work as a result of attendance for jury service.

### Cover Event 9 Witness Attendance Allowance

The circumstances that give rise to a Claim for Witness Attendance Allowance will begin immediately the Insured first knows, or should have known, that they have suffered proven financial loss as a result of a proprietor, partner, director or Employee of the Insured having been absent from work as a result of attendance at a court or tribunal at the request of the Legal Representative.

### Compensatory Awards

Compensatory Awards are the amounts awarded at the discretion of an Employment Tribunal, Employment Appeal Tribunal or Superior Court intended to compensate for loss of earnings and benefits. For the avoidance of doubt Compensatory Awards do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

### Data Protection Compensation Awards

Compensation awarded under the terms of section 13 of the Data Protection Act 1998 against the Insured for the holding, loss or unauthorised disclosure of data.

### Employee

- 1 any person under a contract of service or apprenticeship with the Insured
- 2 any of the following persons whilst working for the Insured in connection with the Business
  - a any labour master or labour only subcontractor or person supplied by him
  - b any self-employed person providing labour only
  - c any trainee or person undergoing work experience
  - d any voluntary helper
  - e any person who is borrowed by or hired to the Insured.

### Excess

The amount specified in the Exclusions that the Insured Person must first pay in respect of Any One Claim under this Section before the Insurer then becomes liable to make payment under that Claim.

### Insured Person

The Insured and, at the request of the Insured with the agreement of the Insurer, the Insured's proprietors partners and directors and also all Employees acting in the normal course of their employment.

### Insurer

Allianz Insurance plc trading as Allianz Legal Protection.

### Jury Service Allowance

The payment of up to £100 per day to the Insured in respect of an Insured Person who is absent from work as a result of his or her attendance for jury service within the Territorial Limits, but only in so far as this is not otherwise recoverable from the relevant court and payment of such sum has been made by the Insured to the Insured Person under any contract of employment. The amount that the Insurer will pay is based on:

- a the time the Insured Person is off work including the time it takes to travel to and from the court. This will be calculated to the nearest half day assuming that a whole day is eight hours.
- b if the Insured Person works full time, the salary or wages for each day equals 1/250th of the Insured Person's annual salary or wages.
- c if the Insured Person works part time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

## Lawphone Legal Helpline

A telephone advisory service provided by the Insurer:

- a to advise the Insured on business related legal matters, and
- b for the Insured to report all claims under this Section to the Insurer.

The Insured should contact Lawphone Legal Helpline on 0870 241 4140.

## Legal Expenses

### Fees and Expenses

- a any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative, at such rates or in such amounts as may be agreed or confirmed by the written consent of the Insurer in respect of any Claim, including costs and expenses of expert witnesses and those incurred by the Insurer in connection with such Claim.
- b any costs incurred by other parties, insofar as the Insured Person is held liable in a civil court or tribunal to pay such costs or under a settlement made with another party with the Insurer's consent.
- c any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative in an appeal, at such rates or in such amounts as may be agreed or confirmed by the written consent of the Insurer, or in resisting an appeal against the judgment of a relevant court or tribunal, up to such amounts agreed, confirmed or consented to by the Insurer.
- d any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative, at such rates or in such amounts as may be agreed or confirmed by the written consent of the Insurer in connection with any Claim relating to Taxation Proceedings, but excluding any tax or VAT or additional tax or VAT or interest and penalties demanded assessed or requested by the relevant authorities.

## Legal Representative

A solicitor, barrister or any other appropriately qualified person appointed in the name of and on behalf of the Insured Person with the agreement of the Insurer to act for the Insured Person in accordance with the terms of this Section.

## Premises

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

## Reasonable Prospects of a Satisfactory Outcome

Reasonable Prospects of a Satisfactory Outcome only exist if:

- a The Insured Person is more likely than not to succeed assuming the case was determined at trial or other final hearing at first instance and where the likely damages claimed and recovered by or against the Insured Person will exceed the Insured Person's own likely Legal Expenses or
- b any lawyer appointed by the Insurer or any other lawyer appointed on behalf of the Insured Person would advise a reasonable private paying client to proceed having regard to the prospects of success and taking into account all of the circumstances of the Claim.

## Residential Lettings

An agreement under which the Insured lets the Premises to a third party and which is:

- an Assured Tenancy or Assured Shorthold Tenancy as defined in the Housing Act 1988 (as amended by the Housing Act 1996); or
- a Short Assured Tenancy or Assured Tenancy as defined in the Housing [ Scotland ] Act 1988; or
- an agreement in which the third party to the agreement is a limited company or where the annual rental exceeds £25,000.

## Taxation Proceedings

### HM Revenue & Customs (Full Enquiry)

- a preparation of documents and representation of the Insured in respect of a Full Enquiry investigation by HM Revenue & Customs into the Insured's tax affairs.
- b preparation of documents and representation of the Insured at an HM Revenue & Customs Commissioners' Hearing resulting from a Full Enquiry.
- c the conduct of an appeal against a decision of the HM Revenue & Customs Commissioners' resulting from a Full Enquiry.

provided that:

- i investigation by HM Revenue & Customs into the Insured's tax affairs is notified to the Insurer at the time HM Revenue & Customs send a written notification to the Insured or the Insured's accountant expressing dissatisfaction with the Insured's tax affairs.
- ii submission to the relevant authorities of the Insured's accounts and related taxation computations have not been or are not unduly delayed.

## PAYE Investigation

- a examination at the Insured's Premises of PAYE records with which HM Revenue & Customs have expressed dissatisfaction.
- b investigation and preparation prior to negotiation and representation on the Insured's behalf.
- c attendance at meetings and negotiations with HM Revenue & Customs on the Insured's behalf.
- d representation of the Insured at an HM Revenue & Customs Commissioners' Hearing.
- e representation of the Insured at an appeal against a decision of the HM Revenue & Customs Commissioners' following a Hearing.

provided that:

a dispute relating to PAYE regulations is notified to the Insurer when, following a PAYE examination, HM Revenue & Customs send a written notification to the Insured or the Insured's accountant expressing dissatisfaction.

## VAT Decisions and Penalties

- a investigation and preparation of documents prior to representation of the Insured at a VAT Tribunal or in reaching agreement upon a settlement with HM Revenue & Customs under the local review procedure.
- b preparation of documents and representation of the Insured at a VAT Tribunal for the purpose of appealing against an assessment or written decision or civil penalty issued by HM Revenue & Customs.
- c representation of the Insured at an appeal against a VAT Tribunal decision.

provided that:

a VAT assessment or written decision or civil penalty is notified to the Insurer at the date at which HM Revenue & Customs send an assessment or written decision or notice of civil penalty to the Insured or the Insured's accountant in respect of VAT.

## Self-Assessment Return Investigation (Full Enquiry)

Preparation of documents and representation of the Insured following the issue of a Formal Notice under Section 9A of the Taxes Management Act 1970 or Section 12AC of the Taxes Management Act 1970 or S24 (1) Schedule 18 Finance Act 1998 which requires the examination of all the business books or records.

## Territorial Limits – (Events 1, 2, 3, 4, 5, 6, 8 and 9)

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

## Territorial Limits – (Event 7 only)

Any member country of the European Union and Croatia, Iceland, Norway and Switzerland.

## Witness Attendance Allowance

The payment of up to £100 per day to the Insured in respect of the Insured Person who is absent from work as a result of his or her attending as a witness for the Insured at a hearing, court, tribunal or arbitration within the Territorial Limits at the request of the Legal Representative with the Insurer's written consent of, but only in so far as this is not otherwise recoverable from the relevant hearing, court, tribunal or arbitration. The amount that the Insurers will pay is based on:

- a the time the Insured Person is off work including the time it takes to travel to and from the hearing, court, tribunal or arbitration. This will be calculated to the nearest half day assuming that a whole day is eight hours.
- b if the Insured Person works full time, the salary or wages for each day equals 1/250th of the Insured Person's annual salary or wages.
- c if the Insured Person works part time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

## Limit of Indemnity

The maximum amount the Insurer is liable to pay under this Section is:

- 1 £100,000 Any One Claim other than a Claim relating to Event 8: Jury Service Allowance and Event 9: Witness Attendance Allowance.
- 2 £5,000 Any One Claim relating to Event 8: Jury Service Allowance.
- 3 £5,000 Any One Claim relating to Event 9: Witness Attendance Allowance.
- 4 £500,000 for all Claims which first occurred during the Period of Insurance.

(collectively "the Limit of Indemnity")

The above amounts are all inclusive of Legal Expenses.

## Cover

The Insurer agrees to pay up to the Limit of Indemnity and on behalf of the Insured Person, Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance and Witness Attendance Allowance incurred by the Insured Person in the pursuit or defence of any Claim brought within the Territorial Limits and which first occurred during the Period of Insurance and falls within the Cover provided by the following Events.

## Events (operative where shown in the Policy Schedule)

### 1 Employment

The Insured has cover for:

- a the defence of the legal rights of the Insured in a dispute in an Employment Tribunal with a previous, present or prospective Employee and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation.
- b Awards of Compensation.

Provided that:

- a the Insured have issued all necessary documentation to an Employee as required by legislation.
- b the Insured has consulted with and then followed with due diligence the advice and procedures provided by the Lawphone Legal Helpline before making any significant variation to an Employee's contract or taking any action which might lead to the giving of a formal warning to, or the dismissal of, an Employee.
- c the Insured has consulted with the Lawphone Legal Helpline immediately the Insured knew, or ought reasonably to have known, of any cause event or circumstance which has given or may give rise to a Claim involving the Insured.
- d the incident giving rise to the Claim occurs at least 3 months after the start of the first Period of Insurance. This will not apply if the Insured had cover which is equivalent to that provided under this Section under another legal expenses policy up to the start of the first Period of Insurance.

### 2 Taxation Proceedings

The Insured has cover for Taxation Proceedings.

Provided that the Taxation Proceedings arise out of the Business.

### 3 Criminal Prosecution Defence

The Insured Person has cover for the defence of a criminal prosecution.

Provided that the criminal prosecution arises out of the Business.

### 4 Damage to Premises

The Insured has cover for the pursuit of the legal rights of the Insured in a dispute relating to physical damage to the Insured's Premises caused by another person or organisation resulting in proven financial loss to the Insured.

Provided that:

- a the Premises are used solely for the Insured's Business; and
- b the incident giving rise to the Claim occurs at least 3 months after the start of the first Period of Insurance. This will not apply if the Insured had cover which is equivalent to that provided under this Section under another legal expenses policy up to the start of the first Period of Insurance.

### 5 Data Protection

The Insured has cover for:

- a the defence of the legal rights of the Insured in a dispute arising out of the Data Protection Act 1998.
- b an appeal by the Insured against a refusal of an application for registration or alteration of registered particulars.
- c an appeal by the Insured against any Employment, De-registration or Transfer Prohibition Notice.
- d Data Protection Compensation Awards.

### 6 Licence Protection

The Insured has cover for the defence of the Insured's legal rights after any event which results in a hearing in regard to withdrawing, restricting or suspending the Insured's Business licence.

Provided that the hearing arises out of the Insured's Business.

## 7 Personal Injury

The Insured Person has cover for the pursuit of his or her legal rights following an event which causes the Insured Person's death or bodily injury.

Provided that the death or bodily injury arises out of the Business.

## 8 Jury Service Allowance

The Insured has cover for Jury Service Allowance.

## 9 Witness Attendance Allowance

The Insured has cover for Witness Attendance Allowance.

## Exclusions

In addition to the Policy Exclusions the following also apply to this Section:

- 1 In respect of Event 1 – Employment there is no cover for:
  - a an Excess of £1,750 in respect of each Claim.
  - b any Claim arising as a result of the Insured's failure to consult with and then follow with due diligence the advice and procedures provided by the Lawphone Legal Helpline before making any significant variation to an Employee's contract or taking any action which leads to the giving of a formal warning to, or the dismissal of, an Employee.
  - c any dispute with an Employee who was subject to either a written or verbal warning (formal or informal) in the 6 months immediately preceding the first Period of Insurance.
  - d any breach or alleged breach of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.
  - e any dispute based upon, arising from or in consequence of any industrial dispute, industrial or labour arbitration or collective bargaining agreements.
  - f any dispute to do with sub-contracting or contracts for services with anyone who is self-employed.
- 2 In respect of Event 2 – Taxation Proceedings there is no cover for:
  - a an Excess of £500 in respect of each Claim.
  - b the technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction with the Insured's tax affairs.
  - c the preparation of accounts or self assessment returns.
  - d Taxation Proceedings which arise out of deliberate or reckless or careless misstatements by the Insured in returns or submissions made to the relevant authorities.
  - e Taxation Proceedings which arise out of a failure to make accurate, truthful and up to date submissions of returns.
  - f Taxation Proceedings which arise out of a failure to observe statutory time limits or requirements.
  - g Taxation Proceedings which arise solely from an investigation of earlier accounts or records.
  - h the defence of any criminal prosecution.
  - i any matter handled by the National Investigation Service of HM Revenue & Customs or an enquiry by HM Revenue & Customs under S60 VAT Act 1994.
  - j any matter handled by the Special Compliance Office of HM Revenue & Customs or the Special Investigations Section of HM Revenue & Customs.
  - k any Aspect enquiry by HM Revenue & Customs.
  - l any IR 35 enquiry by HM Revenue & Customs.
- 3 In respect of Event 3 – Criminal Prosecution Defence the Insured Person does not have cover for:
  - a an Excess of £500 in respect of each Claim.
  - b the defence of a prosecution in respect of, or related to, any actual or alleged fraud or theft or any forceful or violent act.
  - c the defence of a prosecution which relates to the ownership, possession, hiring or use of aircraft, watercraft, motor vehicles, trailers or caravans.
  - d the defence of a prosecution which relates to Taxation Proceedings.
  - e the defence of a prosecution which relates to pollution.
  - f the defence of a prosecution which relates to:
    - i The Gas Safety (Installation & Use) Regulations 1994;
    - ii The Electrical Equipment (Safety) Regulations 1994; or
    - iii The Furniture & Furnishings (Fire) (Safety) (Amendment) Regulations 1993.

- 4 In respect of Event 4 – Damage to Premises there is no cover for:
- a an Excess of £500 in respect of each Claim.
  - b any dispute arising from the actual or alleged performance of, or failure to perform, in whole or in part, an actual or alleged Contract between the Insured and a third party.
  - c any dispute relating to mining or other subsidence or heave.
  - d any dispute relating to rent or service charges, tax, planning or building regulations or decisions.
  - e any dispute relating to the renewal of a lease or tenancy agreement.
  - f any dispute over the freehold or leasehold or commonhold or title of the Premises.
  - g Adjudication.
  - h any dispute with Government or local authority departments concerning the imposition of rates or other local taxes.
  - i any dispute relating to the ownership, possession, hiring or use of aircraft, watercraft, motor vehicles, trailers or caravans.
- 5 In respect of Event 5 – Data Protection there is no cover for:
- a an Excess of £500 in respect of each Claim.
  - b any dispute or legal proceeding which relates to the prosecution of the Insured in respect of any actual or alleged fraud or theft.
  - c any dispute or legal proceeding which arises from a failure to register as a Data Controller.
  - d any dispute or legal proceeding which arises from a failure to comply with any legislative requirement concerning the processing of Sensitive Personal Data.
- 6 In respect of Event 6 – Licence Protection there is no cover for:
- a an Excess of £500 in respect of each Claim.
  - b any hearing arising out of a commercial decision by the Insured.
  - c the first application for, or the renewal of, the Insured's licence

- d any licence hearing relating to in whole or in part:
  - i owning, driving or using a motor vehicle;
  - ii to drug offences;
  - iii under age drinking; or
  - iv allegations of sexual indecency.

- 7 In respect of Event 7 – Personal Injury the Insured Person does not have cover for disputes between the Insured and the Insured Person.

In respect of all Events there is no cover for:

- 8 Legal Expenses incurred without the Insurers written consent and Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance incurred before the Insurers written Consent and acceptance of a Claim.
- 9 Any Claim which does not arise from or relate to the Business, other than a Claim in respect of Jury Service Allowance.
- 10 Any Claim in respect of which the Insured Person is, or but for the existence of this Section would be, entitled to an indemnity or contribution under any other policy or certificate of insurance except for any excess beyond the amount which would have been covered under such other policy or certificate of insurance.
- 11 Any Claim in respect of which the Insured Person is entitled to an indemnity or contribution under any other Section of this Policy.
- 12 Any Claim in respect of which the Insured Person is entitled to Legal Aid.
- 13 Any cause, event or circumstance occurring prior to or existing at the inception or on or after the renewal of this Section and which the Insured Person knew, or ought reasonably to have known, may give rise to a Claim by or against the Insured Person.
- 14 Any Claim that the Insured fails to notify to the Insurer within 6 months of the first occurrence of any cause, event or circumstance that gives rise to the Claim.
- 15 Any Claim arising out of a deliberate, conscious, intentional or reckless act by the Insured Person or where the Insured Person has shown wilful disregard for the need to take all reasonable steps to avoid, prevent and limit any such Claim.
- 16 Any Claim made, brought or commenced outside of the Territorial Limits.

- 17 Any Claim where in the Insurers opinion there are no Reasonable Prospects of a Satisfactory Outcome.
- 18 Fines or other penalties imposed by a court, tribunal or regulator.
- 19 Any dispute between the Insured Person and the Insurer.
- 20 Any dispute between the Insured Person and the Legal Representative in respect of a Claim under this Section.
- 21 Any Claim relating to damage to goods in transit or goods lent or hired to third parties or goods at premises other than the Premises.
- 22 Any Claim arising from or relating to the operation of a franchise or distribution agreement.
- 23 Any Claim arising from or relating to a shareholding agreement or a partnership agreement or a trust.
- 24 Any Claim arising as a result of an allegation of libel or slander.
- 25 Any Claim relating to patents, copyrights, trademarks, merchandise marks, registered designs or other intellectual property, breach of secrecy or confidentiality, restrictive covenants or a passing off action.
- 26 Any Claim arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.
- 27 Any Claim relating to any non-contracting party's right to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.
- 28 Defending the Insured Person in any legal proceedings arising from:
  - a bodily injury, illness, disease or death, or
  - b loss, destruction or damage to property, or
  - c alleged or actual breach of any duty owed as a director or officer of the Insured.
- 29 Any Claim arising directly or indirectly from any equipment (whoever owns it) failing to recognise, interpret or deal with any date change.
- 30 Any VAT attaching to Legal Expenses incurred with the Insurer's consent which is recoverable by the Insured Person from elsewhere.

## Conditions

If the Insured Person does not keep to these conditions the Insurer will have the right to withdraw cover for this Section, refuse any claim and withdraw from any current claims.

In addition to the Policy Conditions, the following also apply to this Section:

### A General Conditions

#### 1 Arbitration

Any dispute between the Insured Person and the Insurer concerning this Section shall be referred to a single arbitrator who will be either a solicitor or barrister agreed upon by the parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Chairman of the Bar Council or appropriate professional body within the Territorial Limits.

All the costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against one party the arbitrator will have the power to apportion costs. If the decision is made in the Insurer's favour, the Insured Person's costs will not be recoverable under this Section.

The decision will be final and binding upon both the Insured Person and the Insurer and cannot be the subject of an appeal.

#### 2 Due Observance

The due and careful observance and fulfilment of the terms of this Section insofar as they relate to anything to be done or complied with by the Insured Person or the Legal Representative will be a condition precedent to the Insurer's liability to provide or to continue to provide Cover under this Section.

#### 3 Maintenance of Records

It is a condition precedent to the Insurer's liability to provide Cover under this Section that the Insured has kept and maintained reasonable books and records. Where the Insured is a corporate organisation such books and records must have been kept in accordance with the Companies Acts.

#### 4 Disclosure of the Existence of this Section

The Insured Person or the Legal Representative must not reveal the existence of this Section unless the Insurer has given written Consent or is ordered to do so by a court.

#### 5 Assignment

This Section may not be assigned by the Insured Person or by the Insured Person's executors or administrators.

### B Claims Process Conditions

#### 1 Notification of Claim

It is a condition precedent to the Insurer's liability to provide Cover under this Section that the Insurer is notified in writing by the Insured Person by the completion of a claim form immediately the Insured Person is, or should have been, aware of any cause, event or circumstance which has given or may give rise to a Claim involving the Insured Person.

If the Insured Person fails to notify the Insurer within 6 months of the first occurrence of such cause, event or circumstance any Claim arising from that cause, event or circumstance will not be accepted.

When such a notification has been given, the Insurer agrees to treat any subsequent Claim in respect of the cause, event or circumstance notified as though the Claim had been made, brought or commenced during the Period of Insurance.

##### Important procedure for Employment Disputes

If a **Claim Form (ET1)** is received from an Employment Tribunal the Insured must **immediately** complete a claim form and forward it to the Insurer, to arrive no later than 7 days after receipt of the **Claim Form (ET1)**. **Response Form (ET3)**, which should be left blank, must also be sent.

#### 2 Consent

It is a condition precedent to the liability of the Insurer to provide Cover under this Section that consent to incur Legal Expenses and accept a Claim in respect of Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance must first be obtained in writing from the Insurer ("Consent"). Consent will be given if the Insured Person can satisfy the Insurer that:

- a there are Reasonable Prospects of a Satisfactory Outcome, and

- b in a particular case, it is reasonable for Legal Expenses to be incurred and/or a Claim in respect of Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance be accepted under this Section.

In reaching a decision on whether or not to give Consent, the Insurer will seek the opinion of any advisors they feel it is necessary to consult.

The Insurer may require the Insured Person to obtain an opinion from counsel, at the Insured Person's expense, as to the merits of the Claim. If such an opinion indicates that there are Reasonable Prospects of a Satisfactory Outcome the cost of the opinion will be paid by the Insurer within the Limit of Indemnity for that Claim.

In all cases the Insured Person will be advised in writing of the granting or refusal of consent.

#### 3 Dealing with the Claim

If the Insurer grants Consent a Legal Representative will be instructed and will then act in accordance with Claims Process Condition 8.

The Insurer may withdraw Consent previously given at any time if facts become known which would mean that a particular Claim would not have been accepted under the terms of this Section or if there are no longer Reasonable Prospects of a Satisfactory Outcome. Provided there has been full compliance with the Section terms the Insurer agrees to indemnify the Insured Person in respect of Legal Expenses incurred up to the date when the Insurer notified the Insured Person that Consent had been withdrawn.

If the Insured Person decides to proceed with the pursuit or defence of a Claim to which the Insurer has refused to give Consent and is subsequently successful the Insurer will pay Legal Expenses as if the Insurer had given Consent at the outset.

#### 4 Duty of the Insured Person to Minimise Claims

In respect of any Claim for which Consent has been granted under the Section the Insured Person must use best endeavours and take all reasonable measures to minimise the cost and effect of any Claim under this Section.

If the Insured Person fails to comply with this requirement then the Insurer will have the right to adjust the Insurer's liability under this Section to the extent that a Claim would have cost the Insurer had the Insured Person complied.

## 5 The Insurer's Right to Settle Claims

The Insurer shall have the right to take over and conduct in the name of the Insured Person any Claim at any time and can settle any Claim on behalf of the Insured Person on such terms as the Insurer deems appropriate.

## 6 Insolvency of the Insured Person

If during the course of any Claim to which the Insurer has given support, the Insurer has the right to withdraw that support immediately if the Insured Person;

- a becomes insolvent (or commits an act of insolvency or bankruptcy), or
- b enters into liquidation, or
- c makes an arrangement with creditors, or
- d enters into a deed of arrangement, or
- e has part or all of their affairs assets or property placed in the care or control of a receiver or a liquidator, or
- f has an administration order over their affairs assets or property.

## 7 Appeal Procedure

If following legal proceedings to which the Insurer has given Consent, the Insured Person wishes to appeal against the judgment or decision of a court or tribunal, the grounds of such appeal must be submitted to the Insurer in good time and by secure means so that the Insurer may consider whether there are Reasonable Prospects of a Satisfactory Outcome in respect of the appeal and if so whether to Consent to such further action. The Insurer will inform the Insured Person and the Legal Representative of their decision.

If the Insurer requires it, the Insured Person will cooperate fully in an appeal against the judgment or decision of a court or tribunal.

## 8 Legal Proceedings

### a Freedom to choose a Legal Representative

At any time before the Insurer agrees that legal proceedings need to be issued or defended in respect of any Claim for which the Insurer has granted Consent, the Insurer will choose the Legal Representative to act in the name of and on behalf of the Insured Person. The Insured Person can only choose a Legal Representative if the Insurer agrees that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the

Legal Representative originally chosen by the Insurer cannot act for the Insured Person.

In agreeing to the selection of a Legal Representative the Insured Person will comply with Claims Process Condition 4.

In all cases the Legal Representative will be appointed in the name of and on behalf of the Insured Person.

The Insurer's liability to provide Cover under this Section will cease immediately with no liability to indemnify the Insured Person in any respect unless in its absolute discretion the Insurer agrees to another Legal Representative being appointed to continue acting for the Insured Person under the terms of this Section, if:

- i due to the conduct of the Insured Person, the Legal Representative reasonably refuses to continue acting for the Insured Person, or
- ii the Insured Person dismisses the Legal Representative without the Insurer's agreement.

### b Disclosures to the Legal Representative

The Insured Person must give the Legal Representative all possible help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured Person's possession. The Insured Person must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.

### c Access to Information

The Insurer is entitled to receive from the Legal Representative any information, document or advice in connection with any Claim, even if privileged. On request the Insured Person will give to the Legal Representative any instructions necessary to secure the required access.

### d Warranties of the Insured Person and Legal Representative in relation to any Claim.

- i The Insured Person and on their behalf the Legal Representative warrant that they will immediately notify the Insurer in writing of any information as soon as it is received which may affect the Insurer's opinion on the Reasonable Prospects of a Satisfactory Outcome of the Claim.
- ii The Insured Person and on their behalf the Legal Representative warrant that the Insurer will be informed in writing as soon as any offer to settle a claim is received or made or an offer of payment

into Court is received. The Insured Person or the Legal Representative warrant that under no circumstances will they enter into any agreement to settle without the Insurer's prior written consent. If, in the Insurer's opinion, the Insured Person unreasonably withholds agreement to settle, Cover under this Section will cease immediately. The Insurer agrees to indemnify the Insured Person in respect of Legal Expenses incurred up to the date when Cover ceased.

- iii The Insured Person and on their behalf the Legal Representative warrant they will report in writing the result of the Claim to the Insurer when it is finished.

**e Payment of Legal Representative's Bills**

All bills relating to any Claim the Insured Person receives from the Legal Representative should be forwarded to the Insurer without delay. If the Insurer requires the Insured Person must ask the Legal Representative to submit the bill of costs for assessment by the appropriate Law Society or court.

The Insured Person is responsible for the payment of all Legal Expenses. The Insurer may settle these direct if requested by the Insured Person to do so.

The payment of some Legal Expenses does not imply that all Legal Expenses will be paid.

The Insured Person must not, without the Insurer's written consent, enter into any agreement with the Legal Representative as to the basis of calculation of Legal Expenses.

**f Instruction of Counsel**

If, during the course of any Claim (other than where Claims Process Condition 2 applies), the Insured Person or the Legal Representative considers it necessary and wishes to instruct counsel, counsel's name must first be submitted to the Insurer for Consent to the proposed instruction.

**g Conduct of the Claim**

It is a condition precedent to the Insurer's continuing liability to provide Cover under this Section that the Insured Person:

- i does not withdraw from a Claim without the Insurer's agreement;
- ii co-operates fully with the Legal Representative or the Insurer in the conduct of the Claim;
- iii follows the advice of the Legal Representative.

If the Insured Person fails to comply with either i, ii or

iii then the Insurer's liability to provide Cover under this Section will cease immediately and the Insurer will not be responsible for the payment of Legal Expenses and will be entitled to reimbursement of all Legal Expenses already paid or incurred.

**h Award of Costs**

Where the Insured Person is awarded costs, the Insured Person and the Legal Representative must take every reasonable step to recover Legal Expenses which would be or have been subject to payment under this Section. All such recoveries will be taken into account when calculating the Insurer's liability under this Section.

**i Alternative Dispute Resolution**

When, in the Insurer's opinion, alternative dispute resolution would appear to provide a more effective method of resolving any Claim, the Insurer may request that the Insured Person agrees to submit such Claim to a professional dispute resolution service, to be selected by the Insurer.

In considering alternative dispute resolution the Insured Person will comply with Claims Process Condition 4 and will not therefore unreasonably withhold Consent.

## Communications

All notices and communications from the Insurer or the Insurer's representatives to the Insured Person will be deemed to have been duly sent if sent to the Insured Person's last known address; or, in relation to any matters arising out of any Claim, if sent to the Legal Representative.

All notices and communication from the Insured Person to the Insurer should be sent to:

Allianz Legal Protection  
Redwood House  
Brotherswood Court  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QW  
United Kingdom  
Phone: 0870 243 4340

# Additional Benefits

## 24 Hour Lawphone Legal Advice Helpline

With this Policy the Insured gains the automatic benefit of access to a team of qualified legal advisers for advice on any commercial legal matter 24 hours a day, 365 days a year. The advice the Insured receives from the Lawphone Legal Advice Helpline will always be according to the laws of Great Britain and Northern Ireland.

To use this service ring **0870 241 4140**.

The Insured should quote the Master Policy reference contained within the Policy Schedule and provide a brief summary of the problem. The details will be passed to an adviser who will return the Insured's call.

All areas of Business law are covered. This advice is available to the Insured during the currency of the Policy, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.

This telephone helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc, who may record calls to protect the Insured.

## Glass Replacement

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

Solaglass Windowcare will bill us direct – you pay nothing except the policy excess and the VAT.

The services is available 24 hours a day, all year round, and can be telephoned FREE on 0800 474747.

## Risk Director

Risk Director is Allianz Commercial's award winning online risk management service that is FREE for Allianz Commercial policyholders. At the click of a button you can access effective risk management guidance and information and also access trusted and impartial risk management product and service resources. Try it now via [www.riskdirector.co.uk](http://www.riskdirector.co.uk)

**Risk**Director

# Claims Handling

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify your insurance adviser (or alternatively you can contact us at one of our claims handling offices)
  - promptly, if an incident occurs that may lead to you making a claim
  - immediately, in the event of a serious accident, loss or damage

Please provide as much information as possible about the claim, and your policy reference if available

- We recommend you check that the accident, loss or damage is covered by your policy. If you are in any doubt please consult your insurance adviser
- You should comply with the requirements for claim notification contained in the policy conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please consult your insurance adviser
- You should carry out any emergency action to protect your property from further damage (e.g. turning off main services) or to make it waterproof or secure. We will be pleased to provide advice and assistance to find the right person or organisation to help you. If you do incur any charges please retain the bills as these may form part of your claim
- If emergency work has been completed on your own authority please contact us via your insurance adviser before permanent repairs begin
- Please do not dispose of damaged items before we have had the opportunity to inspect them
- You should report to the Police any loss or damage from theft, arson, malicious damage, or riot or civil commotion and obtain a crime book reference from them
- Please ensure that your responsibility for injury to someone or damage to their property is not discussed with or admitted to anyone else
- If an employee or someone else is holding you responsible for injury to them or for damage to their property then you should tell us promptly via your insurance adviser, and send any letters, writs or summons to us unanswered

- Our aim is to deal with your claim promptly and fairly. Depending on the type of claim and value involved we may:
  - forward a claim form for you to complete and sign
  - appoint an independent Loss Adjuster to deal with your claim
  - arrange for one of our Claims staff to visit you
  - reply to you via your insurance adviser by letter or by telephone.

## Legal Expenses Claims

If you need to make a Claim under any operative cover provided by Section 6 – Legal Expenses, as stated in the Policy Schedule, you should call Lawphone Legal Helpline on **0870 241 4140** and quote the Master Policy reference contained within the Policy Schedule.

You will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call you back. We will send you a claim form. You should fill in the claim form and return it to us without delay at the address shown below, together with a copy of your current Policy Schedule and payment in the form of a cheque made out to Allianz Legal Protection for the Excess due in respect of the Claim.

We will contact you once the claim form, Policy Schedule and Excess payment have been received.

Please note that you must not appoint a solicitor. If you have already seen a solicitor before we have accepted your claim, we will not pay any fees or other expenses that you have incurred.

If your claim is covered, we will appoint the Legal Representative that we have agreed to in your name and on your behalf, subject to the terms and conditions of Section 6 – Legal Expenses, as stated in the Policy Schedule. We will only start to cover your costs or Legal Expenses from the time we have accepted the claim and appointed the Legal Representative.

Our address is:  
The Claims Department  
Allianz Legal Protection  
Redwood House  
Brotherswood Court  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QW  
United Kingdom.

# Claims Handling Centre

Milton Keynes  
Claims Division  
Allianz Insurance plc  
500 Avebury Boulevard  
Milton Keynes  
MK9 2XX  
Tel: 0844 871 0789

Lines are open Monday to Friday

## Legal Expense Claims

If your policy contains Legal Expenses and you need to make a claim under this section the following claims handling office should be used:

**Allianz Legal Protection**  
Redwood House  
Brotherswood Court  
Great Park Road  
Bradley Stoke  
Bristol BS32 4QW  
Tel: 0870 241 4140

Lines are open 24 hours a day, 365 days a year.

# Complaints Procedure

Our aim is to get it right, first time every time. If we make a mistake we will try and put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.

If you have a complaint please contact our Customer Satisfaction Manager at;

Allianz Insurance plc  
57 Ladymead  
Guildford  
Surrey GU1 1DB  
Telephone: 01483 552438  
Fax: 01483 790538  
Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

# Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way. We may need to collect data relating to insured persons, which under the Data Protection Act is defined as sensitive (such as medical history of insured persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the insured persons to such information being processed by us and that this fact is made known to the insured persons.

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employer's Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website [www.elto.org.uk](http://www.elto.org.uk)

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

We may share your details with other companies within the Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest to you.

If you do not want to know about these products and services, please write to: Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the address above.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

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

Allianz Insurance plc. Registered in England number 84638. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is a member of the Association of British Insurers.

Allianz Insurance plc is authorised and regulated by the Financial Services Authority and this can be checked by visiting the FSA's website at [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FSA on 0845 606 1234. Our registration number is 121849.