



Real Estate Property Owners



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Free helpline services

While your Policy is in force you may use these free helplines services to discuss business problems in the following categories:

Access is via our UK based call centres 24 hours a day, seven days a week. However, we may need to arrange to call you back depending on the enquiry. To help us check and improve our service standards, we record all inbound and outbound calls, except those to the counselling service.

When phoning, please quote Policy number TS5/6835668 and Victor Insurance.

Legal advice service

Call 0117 934 2183

We provide confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the legal advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit you.

Our legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, we will refer you to one of our specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

This helpline is provided on our behalf by DAS Law Limited.

Tax advice service

Call 0117 934 2183

We offer confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

Counselling service

Call 0844 893 9012

We will provide your employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by us.

The counselling service helpline is open 24 hours a day, seven days a week.

We will not accept responsibility if the helpline services are unavailable for reasons we cannot control.

Online law guide and document drafting

Employment manual

Visit www.das.co.uk

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for your own use. Contact us at employmentmanual@das.co.uk with your email address, quoting your Policy number and we will contact you by email to inform you of future updates to the information.

Dasbusinesslaw

Visit www.dasbusinesslaw.co.uk

Using www.dasbusinesslaw.co.uk you can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by you using our smart document builders. You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help you keep your business one step ahead. To access DASbusinesslaw, you will need to register at www.dasbusinesslaw.co.uk, using your DAS Policy number as below.

When registering, please enter the following code which will provide you with access to a range of free documents: DAS472301. If you experience any problems accessing the service, please email details of your problem to businesslaw@das.co.uk with your Policy number in the subject box.

The Contract of insurance

The Policy, statement of fact and the Schedule should be read together and form the contract of insurance between the Insured and the Company.

In consideration of payment of the premium the liability of an Underwriter under this contract is several and not joint with other insurers party to this contract to indemnify You within the limits terms conditions and exceptions of this Policy against the events set out in the sections operative and occurring in connection with the Business during the Period of Insurance and any subsequent period for which You pay and the Underwriter agrees to accept a premium.

The underwriters

This insurance is underwritten by certain underwriters at Lloyd's and other insurance companies as noted below, referred to collectively as the 'Underwriters' who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Sections 1 to 5 – Buildings, loss of rental income, terrorism, property owners liability and employers liability.

Underwritten by Lloyd's Syndicate 4444 managed by Canopus Managing Agents Limited.

Sompo Canopus is a brand name for Canopus Managing Agents Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 204847).

Section 6 – Engineering machinery breakdown

HSB Engineering Insurance Limited, registered in England and Wales: 02396114, New London House, 6 London Street, London EC3R 7LP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Section 7 - Legal expenses

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | Company Number 103274 | Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN 202106) and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales | Company Number 5417859 | Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

General definitions

These definitions apply to this Policy. In addition other more specific definitions apply under some of the Policy sections and are shown in those Policy sections. Any word or expression to which a particular meaning has been given in the general definitions in this Policy or in the definitions within the sections of this Policy shall have that meaning wherever it appears when commencing with a capital letter in this Policy or the relevant section respectively.

Business

The business description as stated in the Schedule and statement of fact.Company

The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters.

Condition Precedent to Liability

A condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by us shall be repaid to us.

Damage

Loss, destruction or damage.

Employee

Any person while working for the Insured in connection with the Business who is:

1. under a contract of service or apprenticeship with the Insured;
2. under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the Insured;
3. a labour master or a person supplied by a labour master;
4. engaged by a labour only sub-contractor;
5. a self-employed person performing work under a similar degree of control and direction by the Insured as a person under a contract of service or apprenticeship with the Insured;
6. a driver or operator of hired-in plant;
7. a trainee or person undergoing work experience;
8. a voluntary helper.

Excess(es)

The Company shall not be liable for the first amount of each and every loss stated under the excess(es) set out in the Schedule or otherwise stated in this Policy.

Insured/You/Your

The person, persons, Limited or Public Limited Company or Limited Liability Partnership named in the Schedule.

Location

The Premises at the addresses stated in the Schedule.

Period of Insurance

The period beginning with the Effective Date and ending with the Expiry Date (both shown in the Schedule) and any other period for which the Company accepts the Insured's premium.

Policy

This policy including the sections shown as operative in the Schedule and the Schedule all of which should be read together as one contract.

Premises

The Buildings and the land within the boundaries belonging to the Insured at the address or addresses specified in the Statement of Fact and described in the Schedule.

Property Insured

The Buildings and the land within the boundaries belonging to the Insured at the address or addresses specified in the Statement of Fact and described in the Schedule.

Schedule

The schedule applicable to the Policy.

Sum Insured

The sum insured as set out in the Schedule.

Tenant(s)

Any person or people paying rent to **You** under a tenancy agreement for at least six months or paying rent to **You** under a Private Residential Tenancy (Scotland) Agreement and/or lessee(s) of the **Premises**.

Vacant or Disused

Any Location or part thereof that is unfurnished, untenanted, unoccupied or no longer in active use for a period of more than ninety(90) days.

We/Us/Our/Victor Insurance

Victor Insurance.

General conditions

These conditions apply to all sections of this Policy. Where additional conditions apply to a specific section of this Policy these additional conditions take precedence and are stated under the relevant section.

Cancellation

1. Rights of the Insured

- a) This Policy may be cancelled by the Insured within fourteen (14) days of receipt of the Policy (this is known as the “cooling off” period). If the Insured elects to cancel within this period they may return all documents to their broker, intermediary or agent who must return such documentation to the Company and the Company will refund the full amount of premium paid by the Insured. If a claim has been made or an incident notified to the Company that could give rise to a claim during the “cooling off” period the Policy will be treated by the Company as in force and no refund of premium will be made.
- b) Following the “cooling off” period, this Policy may be cancelled by the Insured by sending written notice of cancellation by registered post to the Company at its last known address. Such cancellation will be effective no more than sixty (60) days after the date of posting. At the discretion of the Company, in the event of non-payment of premium the cancellation shall be effective ten (10) days after the date of posting. Sending notice by registered post shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance.
- c) If the Insured cancels this Policy, then the Insured will be entitled to a proportionate refund of premium, based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified to the Company that could give rise to a claim) during the Period of Insurance, in which circumstance, should the estimated or paid claim cost exceed the premium for the spent period, the cost of claims will be deducted from the return payable. The total amount refunded to the Insured will be calculated by the Company in accordance with the process set out above. The calculation made by the Company will be final and binding.
- d) Where the Insured pays premiums by instalments, any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

2. Rights of the Company

- a) The Company may cancel this Policy (or any section of it) at any time and in any Period of Insurance by giving a minimum of thirty (30) days' notice to the Insured at the Insured's last known address.
- b) If the Company cancels this Policy then the Insured will be entitled to a proportionate refund of premium, based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified to the Company that could give rise to a claim) during the Period of Insurance when no refund of premium will be made.
- c) Where the Insured pays premiums by instalments, any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

In relation to cancellation in any of the circumstances outlines above, the Insured shall immediately return to the Company any effective Certificate(s) of Employers' Liability Insurance.

The total amount refunded to the Insured will be calculated by the Company in accordance with the process set out above. The calculation made by the Company will be final and binding.

Change of risk and interest

1. You must advise Us as soon as You become aware of:
 - a) any structural work to the Premises;
 - b) any other work (other than minor repairs or alterations or general maintenance work) to be or being carried out in or on the premises or the site on which the Premises stand;
 - c) any change in the occupation of the Premises which increases the risk of Damage as insured by the Policy.

The insurance will not be prejudiced by any act or omission unknown to You or beyond Your control on the part of a tenant occupying or using the Buildings whether constituting an increase in risk or not, provided that as soon as practicable after You become aware of the work or change. You give notice in writing to Us and pay any additional premium We may require.

2. This policy will cease to be in force if:
 - a) Your interest in the business ceases other than by death; and/or
 - b) the business is to be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the effective date (as shown in the Schedule) unless its continuance be admitted by memorandum signed by or on behalf of Us.

Nothing contained in this policy will give any person, persons, Limited or Public Limited Company or Limited Liability Partnership other than You any right against Us except for a person, persons, Limited

or Public Liability Company or Limited Liability Partnership to whom the policy has been transferred and who has been approved by Us.

Choice of law

The parties to an insurance contract are free to choose the law that will apply. In the absence of a specific agreement between the parties the law applying to this Policy is English law and the parties submit to the exclusive jurisdiction of the English and Welsh courts.

Contracts (Rights of Third Parties) Act 1999

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

Fair Presentation of Risk

Prior to the inception or renewal of this Policy, You must make to Us, a fair presentation of the risk.

You must:

1. disclose to Us every material circumstance which You know or which You ought to know (being any material circumstance which should have been revealed by a reasonable search of information available to You); or
2. failing that, disclose to Us sufficient information to put Us on notice that We need to make further enquiries for the purpose of revealing those material circumstances; and
3. make such disclosure in a manner which is reasonably clear and accessible to Us; and
4. ensure that, in such disclosure, every material representation as to:
 - a) a matter of fact is substantially correct; and
 - b) a matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence the judgement of a prudent insurer in determining whether to take the risk and, if so, on what terms.

Unless We have specifically asked You in relation to it, You do not need to disclose any matter or circumstance:

1. which an Insurer, offering the class or classes of insurance business to Insureds in Your trade sector, in respect of which You are insured under this Policy, would be reasonably expected to know in the ordinary course of business;
2. which diminishes in the risk; or
3. in respect of which We have waived a requirement to be provided information.

General interests

The interests of freeholders, lessees, under-lessees, assignees and/or mortgagees of property insured by this Policy are noted in the insurance provided by the Policy subject to their names being disclosed to the Company by the Insured.

Innocent Non-disclosure and/or Misrepresentation – Proportional Remedy

If, prior to inception or renewal of this Policy, or prior to any agreed variation to this Policy during the policy term (a “Variation”), You have failed to disclose, or have misrepresented, a material fact to Us that would entitle Us to avoid this Policy or any Variation, this clause shall apply, unless the non-disclosure or misrepresentation by You is proven by Us to be fraudulent or deliberate or reckless or of such other nature that, if the material fact had been disclosed or had not been misrepresented, We would not have underwritten this Policy or agreed to the Variation.

For the purposes of this clause, a non-disclosure or misrepresentation is “deliberate or reckless” if:

1. in the case of a misrepresentation, You knew it was untrue or misleading, or did not care whether or not it was untrue or misleading
2. in the case of a non-disclosure, You knew that the matter to which the non-disclosure related was material to Us, or did not care whether or not it was material to Us.

The burden shall be on Us to prove all matters set out in this clause.

In the event that this clause applies, We will not be entitled to avoid this policy or any Variation for such non-disclosure or misrepresentation (other than where the non-disclosure or misrepresentation is fraudulent, deliberate, reckless or of such other nature, if the material fact had been disclosed or had not been misrepresented, We would not have underwritten this policy or agreed to the Variation) and instead We will indemnify You subject to the following:

1. if We would have charged a higher premium had the material fact been disclosed or not been misrepresented, We may reduce proportionately the amount to be paid on any claim.

For the purposes of this clause, “reduce proportionately” means that We need pay only X% of the amount that We would otherwise have been under an obligation to pay under the terms of this Policy (or, if applicable, under the different terms provided for by virtue of sub-clause 2. below), where

$X = \text{Premium actually charged} / \text{Higher premium} \times 100$

2. if We would have underwritten this Policy or agreed to the Variation on different terms (other than in relation to the premium charged), We shall be entitled to impose all such terms by giving You written notice of all such additional terms. Any additional term notified will take effect as if imposed from the inception of this Policy or the date of the Variation.

The above provisions do not affect any of the other terms and conditions of, or Our other contractual rights under, this Policy (including as varied by a Variation).

For the purpose of this condition the acts, omissions or knowledge of one Insured shall not be imputed to any other Insured.

Instalments

Notwithstanding General Condition 4b, where the premium under this Policy is payable by instalments and the Insured fails to pay one or more instalments, the Company may cancel the Policy by giving seven (7) days' notice in writing to the Insured's last known address and the Insured shall return to the Company any effective Certificate of Employers' Liability Insurance. No refund of any previously paid premium instalments will be made.

Reasonable precautions

The Insured shall:

1. take all reasonable precautions to prevent or minimise Damage, accident or injury;
2. maintain the Locations in a good state of repair.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Terms not relevant to the actual loss

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

1. loss of a particular kind, and/or
2. loss at a particular location, and/or
3. loss at a particular time,

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

Vacant or disused locations

It is a condition precedent to the liability of the Company that in respect of Locations which are Vacant or Disused the Insured shall:

1. notify the Company in writing as soon as reasonably practicable if any building or part of any Building becomes Vacant or Disused. The Company shall have the right to change the terms and conditions of the Policy and the Insured must action any risk improvement measures that the Company require within the agreed timescales and pay any additional premium if required;
2. inspect the Location internally and externally at least every 14 days;

3. take all reasonable precautions for the safety of the Locations insured including the security of all doors and windows and other means of entry and the sealing of all letter boxes and similar openings to prevent ignitable materials accelerants or similar materials being introduced into the Buildings;
4. remove all unfixed combustible materials either within or outside in the vicinity of the Buildings from the Location;
5. maintain a log of inspections for at least 12 months;
6. for the period 1st October until 31st March inclusive;
 - a) keep any central heating within the Buildings on for at least two (2) hours during the morning and night hours; or
 - b) the main services are turned off and the water system is drained except
 - i) electricity when needed to maintain any fire or intruder alarm system in operation; or
 - ii) water supply and heating system where a sprinkler system is in operation.

If the **Location** is **Vacant or Disused** from inception or renewal, the above requirements 2 – 6 apply with immediate effect

Words and titles of paragraphs and use of singular and plural

The titles of paragraphs, sections, provisions or endorsements of or to this Policy are intended solely for convenience and reference of the Insured and the Company and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

Whenever the singular form of a word is used herein, the same shall include the plural when required by context. The masculine shall include the feminine and vice versa.

Claims conditions

These claims conditions apply to all sections of this Policy. The Insured must comply with these claims conditions. Where additional claims conditions apply to a specific section of this Policy these additional claims conditions take precedence and are stated under the relevant section.

Action by the insured

It is a condition precedent to the liability of the Company that the Insured shall:

1. notify the Company as soon as reasonably practicable when becoming aware of any loss to which cover will attach under sections 1, 2, 3 or 6 or to any claim or circumstance to which cover will attach under sections 4, 5 and 7 and deliver to the Company at their own expense a claim in writing with such detailed particulars and proofs as may reasonably be required by the

Company and if demanded by the Company a statutory declaration of the truth of the claim and any matters connected therewith within:

- a. seven (7) days of the event giving rise to the claim in the case of Damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons; or
- b. sixty (60) days of the event resulting in the claim in the case of any other claim or such further time as the Company may allow;

Notwithstanding items 1 a and b above, the Insured shall immediately forward to the Company any claim by a third party or notice of any proceedings or any other correspondence and information received by the Insured relating to such claim on receipt.

2. notify the police as soon as reasonably practicable in respect of:
 - a. vandalism; or
 - b. theft or any attempt thereatin relation to this Policy.
3. make no admission of liability or offer, promise or payment without the Company's written consent.
4. inform the Company as soon as reasonably practicable of any impending prosecution, inquest or fatal accident enquiry or civil proceedings and send to the Company immediately every relevant documentation.
5. take all reasonable action to minimise any interruption or interference to the Business.
6. produce to the Company such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim.
7. in respect of Damage caused by Accident, Breakdown or Collapse to Covered Equipment (as defined in section 6) discontinue use of any damaged Covered Equipment unless the Company authorises otherwise or until such property has been repaired to the satisfaction of the Company. Any damaged parts that are replaced shall be kept for inspection by the Company.

The rights of the company

The Company shall be entitled:

1. on the happening of any Damage in respect of which a claim is made under this Policy and without thereby incurring any liability or diminishing any of the Company's rights under this Policy to enter, take or keep possession of the premises where such Damage has occurred and to take possession of or require to be delivered to the Company any property insured by

this Policy and deal with such property for all reasonable purposes and in a reasonable manner.

2. at its discretion to take over and conduct in the name of the Insured or any other person the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons in respect of any risk insured by this Policy and the Insured shall give all information and assistance required by the Company.
3. to any property for the loss of which a claim is paid under this Policy and the Insured shall execute all such assignments and assurances of such property as may be reasonably required, but the Insured shall not be entitled to abandon any property to the Company.
4. in the event of any Occurrence (as defined in sections 4 and 5) resulting in any claim(s) under sections 4, and/or 5, to pay to the Insured the amount of the Indemnity Limit for such Occurrence (less any sums already paid as damages in respect of such Occurrence and in respect of section 5 less costs and expenses incurred before the date of payment) or any lesser amount for which the claim(s) can be settled, following such payment, the Company shall have no further responsibility in connection with such claim(s) except in respect of section 5 for costs and expenses incurred before the date of payment.

Subrogation

The Company shall be subrogated to the rights of recovery of the Insured against any third party. Accordingly, any claimant under this Policy shall, at the request and expense of the Company, take and permit to be taken all necessary steps for the Company to enforce any rights against any other party in the name of the Insured before or after any payment is made by the Company. The Company shall not enforce any rights against:

1. any Tenant(s) in respect of Damage to the part of the Buildings in the demise of that Tenant(s) or to common parts of the Buildings unless the Damage arises out of a criminal, fraudulent or malicious act by the Tenant(s). At the request of the Insured after a claim the waiver may be extended to the remainder of the Buildings unless the Damage arises out of a criminal, fraudulent or malicious act.
2. a property manager in respect of Damage to the Buildings, but only if requested to do so by the Insured, after a claim under the Policy and the Damage does not arise out of a fraudulent or criminal act.
3. any company being parent of or subsidiary to the Insured or 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 2006.

Other insurances

Unless otherwise stated in this Policy:

1. if at the time of an event giving rise to a claim there is any other insurance effected by or on behalf of the Insured applicable to such event, the liability of the Company shall be limited to a proportion of the loss equal to the proportion between:
 - a. the relevant limit of indemnity under this insurance; and
 - b. the aggregate of that limit and the relevant limits under any other insurances.
2. if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably, then the liability of the Company hereunder shall be limited in respect of such event to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who is to decide the matter in dispute according to English law and is to be appointed by the parties in accordance with the English statutory provisions in that behalf for the time being in force. Where any difference is by Policy Condition to be referred to arbitration, the making of an award will be a condition precedent to any right of action against the Company.

Option to rebuild

The Company may at its option rebuild or restore the Buildings destroyed or portions damaged but it is not bound to rebuild or restore the property exactly or completely and only as circumstances permit. The Insured will give the Company all plans, documents, books and information at their own expense that the Company may reasonably require to carry out this work.

Deliberate or Reckless Non-disclosure, Misrepresentation or False Description

If You deliberately or recklessly breach Your duty to provide a fair presentation or as a consumer You deliberately or recklessly make a misrepresentation, We shall be entitled to cancel this Policy from the inception date, refuse all claims and not return any of the premiums paid.

Innocent Non-disclosure and/or Misrepresentation – Proportional Remedy

If, prior to inception or renewal of this Policy, or prior to any agreed variation to this Policy during the policy term (a “Variation”), You have failed to disclose, or have misrepresented, a material fact to Us that would entitle Us to avoid this Policy or any Variation, this clause shall apply, unless the non-disclosure or misrepresentation by You is proven by Us to be fraudulent or deliberate or reckless or of such other nature that, if the material fact had been disclosed or had not been misrepresented, We would not have underwritten this Policy or agreed to the Variation.

For the purposes of this clause, a non-disclosure or misrepresentation is “deliberate or reckless” if:

1. in the case of a misrepresentation, You knew it was untrue or misleading, or did not care whether or not it was untrue or misleading

2. in the case of a non-disclosure, You knew that the matter to which the non-disclosure related was material to Us, or did not care whether or not it was material to Us.

The burden shall be on Us to prove all matters set out in this clause.

In the event that this clause applies, We will not be entitled to avoid this policy or any Variation for such non-disclosure or misrepresentation (other than where the non-disclosure or misrepresentation is fraudulent, deliberate, reckless or of such other nature, if the material fact had been disclosed or had not been misrepresented, We would not have underwritten this policy or agreed to the Variation) and instead We will indemnify You subject to the following:

1. if We would have charged a higher premium had the material fact been disclosed or not been misrepresented, We may reduce proportionately the amount to be paid on any claim.

For the purposes of this clause, “reduce proportionately” means that We need pay only X% of the amount that We would otherwise have been under an obligation to pay under the terms of this Policy (or, if applicable, under the different terms provided for by virtue or sub-clause 2. below), where

$X = \text{Premium actually charged} / \text{Higher premium} \times 100$

2. if We would have underwritten this Policy or agreed to the Variation on different terms (other than in relation to the premium charged), We shall be entitled to impose all such terms by giving You written notice of all such additional terms. Any additional term notified will take effect as if imposed from the inception of this Policy or the date of the Variation.

The above provisions do not affect any of the other terms and conditions of, or Our other contractual rights under, this Policy (including as varied by a Variation).

For the purpose of this condition the acts, omissions or knowledge of one Insured shall not be imputed to any other Insured.

General exclusions

These General Exclusions set out what is not covered under this Policy. Where additional exclusions apply to a specific section of this Policy these additional Exclusions take precedence and are set out in the relevant section.

This Policy does not cover:

Radioactive contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof. As far as concerns Bodily Injury (as defined in the relevant sections) caused to any Employee, if such Bodily Injury arises out of and in the course of employment or engagement of such person by the Insured, this Exclusion shall apply only in respect of:
 - a. the liability of any principal; or
 - b. legal liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement.

Sonic bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Fines

Fines, penalties, punitive or exemplary damages or liquidated damages.

War government action and terrorism

(not applicable to section 4 – property owners' liability, and section 5 – employers' liability)

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:

1. War, Government Action or Terrorism; or
2. civil commotion in Northern Ireland.

For the purpose of this Exclusion:

- a. War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution or military or usurped power;
- b. Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War;
- c. Terrorism shall mean any act or acts (whether threatened or actual) of any person or 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. In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion as far as it relates to Terrorism any Damage or resulting loss or expense or other costs either directly or indirectly caused by such event is not covered by this insurance the burden of proving that such Damage, loss or expense is covered shall be upon the Insured.

War government action and terrorism

(only applicable to section 4 – property owners' liability, and section 5 – employers' liability)

Any legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War, Government Action or Terrorism.

For the purpose of this Exclusion:

1. War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution or military or usurped power;
2. Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War;
3. Terrorism shall mean any act or acts (whether threatened or actual) of any person or 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. In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion as far as it relates to Terrorism any Damage or resulting loss or expense or other costs either directly or indirectly caused by such event is not covered by this insurance the burden of proving that such Damage, loss or expense is covered shall be upon the Insured.

Employers' liability provision

Subject otherwise to the terms, definitions, exclusions, exceptions, provisions and conditions of this Policy the Company will indemnify the Insured under the Employers' Liability section of this policy provided that, in respect of any one Occurrence (as defined in the general definitions) or series of

Occurrences arising directly out of the same originating cause, the Company's liability in respect of all legal liability, costs and expenses (including interest thereon) directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed GBP five million (£5,000,000).

Computer virus and hacking

(not applicable to section 4 – property owners' liability, and section 5 – employers' liability)

1. Damage to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such Damage is caused by Virus or Similar Mechanism or Hacking; or
2. Financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from a Defined Peril.

For the purpose of this Exclusion

- a. Virus or Similar Mechanism shall mean program code, programming instruction or any 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. The definition of Virus or Similar Mechanism includes but is not limited to spyware, Trojan horses, worms and logic bombs;
- b. Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data whether the property of the Insured or not.
- c. Defined Peril shall mean fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom riot civil commotion, strikers, locked-out workers persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank, apparatus or pipe, sprinkler leakage, theft or impact by any vehicle or animal.

Pollution and contamination

(not applicable to section 4 – property owners' liability and section 5 – employers' liability)

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

1. pollution or contamination which itself results from a Defined Peril; or
2. a Defined Peril which itself results from pollution or contamination.



For the purpose of this Exclusion Defined Peril shall mean fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom riot civil commotion, strikers, locked-out workers persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank, apparatus or pipe, sprinkler leakage, theft or impact by any vehicle or animal.

Section 1 – Buildings & contents

Definitions

The definitions which apply to this section are in addition to the General Definitions and are as follows.

Buildings

1. structures (including foundations);
2. landlord's fixtures and fittings (including all machinery and plant and consumables used in connection with the Location) and tenants improvements for which the landlord is responsible and are fixed to or form part of the structures;
3. building management and security systems;
4. gangways, pedestrian malls and pedestrian access bridges;
5. telephone cables, computer cables, television cables, electricity cables, gas piping, water mains, drains sewers and the accessories to all these providing services to or from the Buildings and for which the Insured are responsible;
6. walls, gates and fences;
7. roads, pavements, car parks, hard standing and street furniture;
8. landscaping and recreational features including garden furniture ornaments and statues

all being the property of the Insured or for which they are responsible and situate at the Location.

Contents - Landlords

Fixtures and fittings not forming a permanent part of the Building, furniture, furnishings, utensils and domestic appliances excluding:

1. stock and materials in trade;
2. money, securities, deeds, bonds or documents of any description;
3. business books, plans, specifications and computer records;
4. jewellery, watches, furs, precious metals, precious stones or articles made from them;
5. curios, works of art, antiques, sculptures;
6. property more specifically insured

all being the property of the Insured or for which they are responsible and situate at the Location.

Communal contents

Contents in the common parts of the Buildings.

Stipulations

European Union legislation or building regulations or public authority or other statutory requirements.

Cover

The Company will indemnify the Insured in the event of Damage to the property described by each item in the Schedule arising from any of the following Perils as shown in the Schedule and occurring during the Period of Insurance.

Perils

1. **Fire;**
2. **Explosion;**
3. **Lightning;**
4. **Aircraft** or other aerial devices or articles dropped there from;
5. **Earthquake;**
6. **Riot, civil commotion, strikers, locked-out workers or persons** taking part in labour disturbances excluding Damage arising from cessation of work;
7. **Malicious persons and acts of vandalism**
8. **Storm excluding:**
 - a. Damage attributable solely to change in the water table level
 - b. Damage caused by frost
 - c. Damage to fences and gates unless caused by falling trees or other items unless there is Damage to structural parts of the Buildings at the same time
 - d. Damage to trees, plants, shrubs and turf unless there is Damage to structural parts of the Buildings at the same time;
9. **Flood excluding**
 - a. Damage attributable solely to change in the water table level
 - b. Damage caused by frost
 - c. Damage to fences and gates unless caused by falling trees or other items unless there is Damage to structural parts of the Buildings at the same time
 - d. Damage to trees, plants, shrubs and turf unless there is Damage to structural parts of the Buildings at the same time;
10. **Escape of water or oil from any tank apparatus pipe or appliance** excluding Damage arising from water discharged or leaking from an automatic sprinkler installation but including the cost of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing;
11. **Impact** by any mechanically propelled vehicle or any article falling therefrom or any animal;
12. **Escape of water from any automatic sprinkler installation** excluding Damage arising from freezing in any Buildings which are empty, disused or unoccupied unless the installation is operational with the prior agreement of the Company;
13. **Theft or attempted theft** excluding any loss which the Insured is able to recover from another source
14. **Accidental breakage of or damage to fixed glass or fixed sanitary ware** including the necessary and reasonable costs of boarding-up, temporary repairs, removal of debris and obstructions, removal or replacement of frames or alarm, foil lettering, painting, embossing, silvering or other ornamental work including neon and other fixed signs but excluding:
 - a. Damage to any glass flawed or broken at the commencement of this insurance
 - b. dilapidated frames and framework

- c. Damage caused by adjustments, repairs, dismantling or erection of neon or other fixed signs or any part while removed from their normal working position
 - d. mechanical or electrical fault or breakdown scratching or chipping;
- 15. Any other accident excluding:**
- a. Damage by any of the causes expressly excluded from the Perils specified in paragraphs 1 to 11 above
 - b. Damage arising from:
 - i. Its own defective design or the use of faulty materials or faulty or defective workmanship on the part of the Insured or any of the Insured's employees
 - ii. inherent vice, latent defects, gradual deterioration, wear and tear but this shall not exclude subsequent Damage which itself arises from a cause not otherwise excluded
 - c. Damage arising from:
 - i. corrosion, rust, wet or dry rot, marring, scratching, vermin, insects
 - ii. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
 - iii. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
- but this shall not exclude:
- i. such Damage which itself arises from other Damage and is not otherwise excluded;
 - ii. subsequent Damage which itself arises from a cause not otherwise excluded
- d. Damage arising from:
 - i. pollution or contamination unless arising from a sudden identifiable, unintended and unexpected cause which
 - I. occurs in its entirety at a specific moment in time and place during any one Period of Insurance
 - II. is not otherwise excluded
 - ii. disappearance or unexplained loss;
 - e. Damage to:
 - i. any building or structure arising from its own collapse or cracking
 - ii. any property or structure in the course of construction or erection or undergoing structural alteration or structural repair or demolition.

Additional Peril

The following Perils are only operative if stated in the Schedule:

Subsidence or ground heave of the site on which the Buildings stand or landslip excluding:

- 1. Damage arising from:
 - a. the settlement or movement of made-up ground; or
 - b. coastal or river erosion; or
 - c. normal settlement or bedding down of new structures at the Location, or

2. Damage arising from:
 - a. the construction, demolition, structural alteration or structural repair of any property; or
 - b. groundworks or excavation works at the Location, or
3. Damage which commenced prior to the granting of cover with the Company under this Policy;

Basis of settlement

In the event of Damage to the property insured under this section one of the following basis of settlement shall apply:

Day One (Non Adjustable)

For each item of Property Insured to which this clause applies (as stated in The Schedule)

1. The first and annual premiums are based upon the Declared Value as stated in The Schedule.

Declared Value shall mean

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

- (a) the additional cost of reinstatement to comply with
 - (i) European Union Legislation
 - (ii) Act of Parliament
 - (iii) By-Laws of any public authority
- (b) Professional fees
- (c) Debris removal costs.

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

2. You must notify Us of the Declared Value at the start of each Period of Insurance.

If You fail to notify Us of the Declared Value at the start of any Period of Insurance, We will use the last Declared Value notified to Us for the following Period of Insurance.

3. If at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph 1. of this Clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the costs of reinstatement of the Property Insured arrived at in accordance with paragraph 1. of this Clause.
4. We will not pay under this Clause
 - (a) until You have incurred the cost of replacing or repairing the property

- (b) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement.

Reinstatement

If in the Schedule it is stated that basis of settlement Reinstatement applies the cost of rebuilding being the cost incurred in rebuilding the Buildings (or of restoring the damaged parts of other items specified) to a condition substantially the same as but not better or more extensive than their condition when new.

Indemnity value

If in the Schedule it is stated that basis of settlement Indemnity applies the cost of rebuilding being the cost incurred in rebuilding the Buildings (or of restoring the damaged parts of other items specified) to a condition substantially the same as but not better or more extensive than their condition when new less an appropriate reduction for wear and tear.

OR

Loss of market value

if the Insured elects not to rebuild or restore the Buildings (and the Company does not exercise its option to rebuild) the reduction in the market value of the Buildings immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable had the Buildings been rebuilt or repaired. At the discretion of the Company, the Buildings may be rebuilt or restored in any manner suitable for the Insured's requirements or be rebuilt upon another site subject to the liability of the Company not being increased.

Underinsurance

If the total of the Declared Values for all Buildings insured is less than the total of the Day One Rebuilding Values then the Company's liability for any loss shall be limited to that proportion of the amount otherwise payable which the total Declared Value on Buildings bears to the total of the Day One Rebuilding Value(s).

Definitions applicable to this Condition

Day One Rebuilding Value(s) means:

1. the total of the costs applying at the commencement of the Period of Insurance in rebuilding the Buildings to a condition substantially the same as their condition when new, including allowances for the Stipulations Debris Removal and Associated Costs and Professional Fees; or
2. if in the Schedule it is stated that the Indemnity Basis B (as set out in section 1, Basis of Settlement) applies, after an appropriate deduction for wear and tear.

Declared Value means:

The amount shown in brackets above the Sum Insured, such value excluding any provision for inflation.

Conditions

Automatic reinstatement of sum insured

In the absence of written notice by the Company or the Insured to the contrary within thirty (30) days of the notification of any Damage, the Sums Insured by this insurance will not be reduced by the amount of any loss subject to the Insured paying any appropriate additional premium on the amount of the loss.

Buildings awaiting demolition

If at the time of the Damage any Buildings are awaiting demolition, the liability of the Company shall be limited to the additional cost of removing debris as detailed in the Debris Removal and Associated Costs Extension but only where such additional cost is incurred by the Insured solely as a result of such Damage.

Buildings awaiting refurbishment, redevelopment or renovation

If at the time of the Damage any Buildings are awaiting refurbishment, redevelopment or renovation the Company shall not be liable for any costs that would have been incurred by the Insured in the absence of such Damage.

Designation of property

For the purpose of determining whether any item falls within the definition of Buildings, the Company will accept the designation under which such property has been entered in the Insured's books or which has been used by the Insured in computing the Sums Insured. All items for which the Insured is responsible under the terms of the lease between the Insured and lessee are also accepted as falling within the definition of Buildings.

Index linking

The sums insured under this section will be adjusted at monthly intervals in accordance with the index drawn up or used by the Company.

Limit of liability

The maximum amount payable for all losses or series of losses arising directly from the same originating cause in respect of any item insured under this section is the Sum Insured stated in the Schedule for such item, except that in respect of each item insured under this section, the insurance provided in respect of additional sprinkler costs and contract works is in addition to the Sum Insured on Buildings.

Seventy two hour provision

In respect of Perils Storm or Flood only Damage occurring continuously or intermittently during any period of seventy two (72) hours shall be deemed to constitute one loss under the Policy for the purpose of the payment of any excess(es) the amount(s) of which the Company shall not be liable.

Value added tax

To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.

Extensions

The insurance provided by this section is extended to include the following:

Alternative accommodation of residential property

This Extension will indemnify the Insured in respect of any expenditure incurred in the provision of comparable accommodation for the benefit of any Tenant(s) to comply with the requirements of the lease.

The Company's liability under this Extension shall not exceed the Sum Insured stated in the Schedule.

Alternatively this Extension will indemnify the Insured for Loss of Rent Receivable including the cost of re-letting and any additional expenditure for the purposes of the cover granted by this Extension:

1. Indemnity Period shall mean the period from the date of the Damage for which the Company shall be liable to pay any loss and the Maximum Indemnity Period shall be thirty six (36) months; and
2. the Underinsurance Provision Rent – Blanket basis Clause is deleted.

Capital additions

This insurance is extended to cover any newly acquired or newly erected Buildings or alterations additions or extensions to Buildings covered under the Buildings & Contents section that is not otherwise insured from:

1. from the date of exchange of contracts for premises newly acquired by the Insured;
2. from the date of practical completion for premises previously insured under a construction policy within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands to the extent that the Insured's interest is not protected by any other more specific insurance.

Provided that:

1. as soon as reasonably practicable the Insured shall notify the Company in writing of each premises and arrange specific cover with the Company and;
2. the cover under this Extension shall operate for a maximum period of 30 days from the date set out in 1 or 2 above, as applicable;
3. this insurance shall not apply in respect of any cause or cover otherwise excluded from these sections of the Policy;

4. the Company's liability for all losses or series of losses arising directly from the same originating cause for shall not exceed twenty percent (20%) of the total amount of Buildings sum insured or GBP two million (£2,000,000) whichever is the lesser amount for all losses or series of losses arising directly from the same originating cause.
5. in respect of any Location purchased for refurbishment or redevelopment, Indemnity Value (as set out in section 1 Basis of Settlement) shall apply in respect of Buildings and in respect of any premises purchased and due for demolition the basis of settlement shall be the additional costs associated with clearing and securing the Buildings.

Contracting purchaser's interest

If at the time of any insured Damage the Insured shall have exchanged contracts (or missives concluded) to sell their interest in any Building insured the purchaser shall, with the written consent of the Insured, be included as a co-insured in the Schedule to the Policy from the date of exchange (or conclusion of missives) and shall be entitled to the benefit of the insurance under this section of this Policy in respect of such Damage. This Condition shall only apply if the purchase is subsequently completed and if the Buildings are not otherwise insured at the time of the loss by the purchaser or on their behalf.

Contractor's interest

Where the Insured is required to effect insurance on the Buildings in the joint names of themselves and the contractor under the terms of a condition in the contract between the Insured and the Contractor then the interest of the contractor in the Buildings as a joint insured is hereby noted provided the Insured shall advise the Company of details of any single contract valued in excess of GBP one hundred thousand (£100,000) excluding VAT or ten percent (10%) of the Sum Insured on the property insured, whichever is the less, and pay any additional premium the Company may require.

Contract works

The insurance by each item on section 1 of the Policy includes any contract works and unfixed goods and materials introduced to the site of the Buildings for the purposes of alterations or improvements to the Buildings for which the Insured is responsible, subject to the contract price not exceeding GBP two hundred and fifty thousand (£250,000) excluding VAT. The cover excludes the first GBP five hundred (£500) of each and every loss.

Drain clearance

The Company will pay the reasonable costs incurred by the Insured in cleaning, clearing or repairing drains sewers and gutters at the Location and for which the Insured is responsible following Damage.

Debris removal and associated costs (including removal of tenants debris)

1. The Company will pay the costs involved in:
 - a. securing, shoring up, boarding up, weatherproofing or propping Buildings to make them safe;
 - b. dismantling, demolishing and removing debris;
 - c. clearing, cleaning and repairing Services;

- d. cleaning up pollution or contamination of the Building or the site on which the Buildings stand, excluding pollution or contamination which existed prior to the Damage and subject to the Company's liability for such costs not exceeding GBP five hundred thousand (£500,000) any one cause and in the aggregate in any one Period of Insurance

but excluding any costs or expenses incurred in removing debris from outside the site of the Location other than from the drains or the surface area immediately adjacent to the perimeter of the Location.

2. The Company will pay costs necessarily and reasonably incurred by the Insured following Damage in respect of tenants' debris subject to such costs being agreed with the Company's written consent and not being otherwise recoverable by the Insured and subject to the liability of the Company not exceeding GBP twenty five thousand (£25,000) for all losses or series of losses arising directly from the same originating cause.

Emergency services

The Company will pay the reasonable cost of restoring any Damage to Premises for which the Insured is responsible caused by the emergency services.

Subject to

1. the Company's liability not exceeding GBP twenty five thousand (£25,000); and

in the course of effecting a rescue of persons where there is believed to be a threat to lives

European union and public authorities stipulations

The Company will pay such additional cost of rebuilding or repair as may be incurred with the Company's written consent in complying 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:

1. lost, destroyed or damaged property;
2. undamaged portions of such property

Excluding:

1. the cost incurred in complying with such regulations, bye-laws or stipulations:
 - a. in respect of Damage occurring prior to the granting of this cover
 - b. in respect of Damage not covered by this section
 - c. under which notice has been served upon the Insured before the date of the Damage
 - d. in respect of undamaged property other than undamaged portions of property lost, destroyed or damaged;
2. 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;
3. 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 (12) months after the Damage, or within such further time as the Company 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 Company;
2. If the liability of the Company 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 Company under this clause will be reduced in proportion;
3. The liability of the Company in respect of this Extension in respect of undamaged portions of property (other than foundations) is twenty percent (20%) of the total amount for which the Company 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.

Extinguishment and alarm resetting expenses

The Company will pay the reasonable costs incurred by the Insured following Damage with the Company's written consent in:

1. Refilling portable fire extinguishing appliances;
2. recharging gas flooding systems;
3. replacing used sprinkler heads;
4. refilling sprinkler tanks where costs are metered;
5. resetting fire and intruder alarms and closed circuit television systems

but excluding any costs or expenses recoverable from the Insured contracted maintenance company or fire service.

Fly tipping

The Company will pay the reasonable costs of clearing and removing any property illegally deposited in or around the Location subject to

1. the Company's liability not exceeding GBP twenty five thousand (£25,000) for all losses or series of losses arising directly from the same originating cause and GBP one hundred thousand (£100,000) in the aggregate in any Period of Insurance and excluding the first GBP five hundred (£500) of each and every loss;
2. The costs of clearing and removing comply with all regulatory requirements appropriate to the property deposited.

Further investigation expenses

Where a Building has suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Building which is not immediately apparent, the Company will pay the reasonable costs incurred by the Insured with the Company's prior written consent in establishing whether or not such Damage has occurred. The

Company will pay the reasonable costs incurred by the Insured in establishing whether or not other Buildings in the vicinity owned or leased by them for which they are responsible have suffered Damage in the same incident as that causing Damage to the Building but only if such Buildings are subsequently found to have suffered such Damage for which the Company are liable.

Gardening equipment

The Company will indemnify the Insured in respect of Damage to gardening equipment owned by the Insured and used in connection with the Business at the Location subject to the Company's liability not exceeding GBP ten thousand (£10,000) for all losses or series of losses arising directly from the same originating cause.

Inadvertent failure to insure

This insurance is extended to include any location in the United Kingdom which the Insured own or which they are responsible for insuring but which they have inadvertently failed to insure.

Provided that:

1. as soon as reasonably practicable the Insured shall notify the Company in writing of each Location and arrange specific cover with the Company;
2. this insurance shall not apply in respect of any cause or cover otherwise excluded from these sections of the Policy and is subject to all the terms Conditions and Exclusions of the Policy;
3. the Company's liability for all losses or series of losses arising directly from the same originating cause for shall not exceed twenty percent (20%) of the total Sum Insured per Location or GBP two million (£2,000,000) whichever is the lesser amount for all losses or series of losses arising directly from the same originating cause.

Loss of or duplication of keys

The Company will pay the reasonable cost of replacement locks and Keys in respect of doors and windows for which the Insured is responsible and which are necessary to maintain the security of the Location:

1. following the accidental loss of Keys;
2. where there is reasonable evidence that such Keys have been copied by an unauthorised person

subject to the Company's liability not exceeding fifteen thousand (£15,000) for all losses or series of losses arising directly from the same originating cause.

For the purpose of this Extension the definition of Keys is any device used to open a lock including but not restricted to any electronic device key card or remote control transmitter.

Metered water, electricity and gas charges

The Company will pay the reasonable costs incurred by the Insured for loss of metered water, electricity, gas, oil or other utility providing service to the Location as a result of Damage except those costs in respect of any loss which has not been discovered and remedial action not taken within thirty (30) days of occurrence of the Damage, subject to the Company's liability not exceeding GBP twenty

five thousand (£25,000) for all losses or series of losses arising directly from the same originating cause.

Non invalidation

Mortgagees, freeholders and lessors shall not be prejudiced by any increase in the risk of Damage resulting from any alteration, act or omission by any mortgagors, lessees or occupiers provided such increase in risk is without their prior knowledge or authority and that the Company are notified immediately they become aware of such increase in risk and the Insured pays any additional premium required.

Privity of contract

The Company will indemnify the Insured all costs which the Insured shall become legally liable to pay and pay as indemnity to tenants in respect of repair or reinstatement of premises previously owned but which are no longer the Insured's property and where the current owner has failed to maintain adequate insurance cover, subject to the terms and conditions of this policy. Providing that:

1. the Insured's liability for the costs arises solely as a result of Damage as insured by this section; and
2. the Insured has taken all reasonable and appropriate steps to obtain release from the Insured's obligations under the covenants to insure such property on its disposal; and
3. the liability of the Company under this Extension shall not exceed GBP one million (£1,000,000) in respect of any one loss or series of losses arising directly from the same originating cause.

However this Extension excludes any costs arising from:

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

Professional fees

The Company will pay the reasonable costs of professional fees reasonably and necessarily incurred in the rebuilding or repair of the Buildings, which shall only include the reasonable fees of managing agents incurred with the written consent of the Company when:

1. they are in respect of work of benefit to the Company; and
2. they relate to work which is necessary for repair or reinstatement of Buildings; and
3. they have been agreed with the Company in advance

but shall not include fees which are incurred as part of the managing agent's general administrative duties or purely in connection with the preparation or administrative handling of a claim.

Removal of insect nests

The Company will pay the reasonable costs incurred by the Insured in removing wasp, bee, hornet or other harmful insect nests from Buildings insured by this Policy subject to the liability of the Company

not exceeding GBP fifteen hundred (£1,500) for all losses or series of losses arising directly from the same originating cause.

Temporary removal

The insurance is extended to include any parts of the Buildings temporarily removed for cleaning renovation or repair or display or similar purposes but only to the extent that they are not otherwise insured.

Theft of the fabric of the Building

The Company will pay the reasonable costs incurred by the Insured in repairing the Building following theft of the fabric of the building, including external metal, subject to the liability of the Company under this Extension not exceeding GBP five thousand (£5000) for all losses or series of losses arising directly from the same originating cause.

But excluding losses when scaffolding is erected at the Location unless the Company has agreed in writing to continue cover.

Trace and access

The Company will pay the reasonable costs necessarily incurred by the Insured in locating the source and subsequently making good any Damage resulting from:

1. the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation;
2. accidental damage to cables, underground pipes and drains serving the Location.

The liability of the Company under this Extension shall not exceed GBP fifty thousand (£50,000) for all losses or series of losses arising directly from the same originating cause.

Tree Felling or Lopping

We will pay for costs incurred with Our consent for the felling or lopping of trees at the Premises where they pose an immediate threat to the safety of persons or the Premises up to a limit of £1,500 for any one claim and £5,000 in any one Period of Insurance. The Excess in respect of this extension is reduced to £50.

Unauthorised occupation of residential property

If unauthorised people take and keep possession of the residential Location or residential portion of any Location the Company will pay the reasonable costs incurred by the Insured in ending the unauthorised occupation or possession.

The liability of the Company under this Extension shall not exceed GBP five thousand (£5000) for any one Location up to a maximum of GBP twenty five thousand (£25,000) in total in any one Period of Insurance.

Unauthorised use of electricity, gas, water or oil

The Company will pay the cost of metered electricity, gas, water or oil for which the Insured is legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the location without the Insured's authority. This provided that the Insured has taken all practicable steps to avoid such unauthorised use as soon as it is discovered.

Waiver of Average (RICS)

Where You have taken all reasonable steps to ensure that the Sum Insured is adequate and

1. You have obtained a valuation of the Property Insured from a Royal Institute of Chartered Surveyors professional within three years of the date of the Damage, and
2. The valuation has been calculated as the cost of the rebuilding the Property Insured including debris removal costs and associated professional fees, and
3. You have adjusted the Sum Insured in line with the valuation, and
4. Annual adjustments of the Sum Insured are made based on the Rebuilding Cost Index

then no adjustment will be made under the Underinsurance basis of settlement

Workmen

Workmen are allowed in and about the Location for the purpose of carrying out minor new works or alterations repairs decorations plant installation or general maintenance and the like without prejudice to the terms and conditions of this Policy.

Endorsements

The following endorsements are only operative if stated in the Schedule:

PO1 - Flat Roof

It is a **Condition Precedent** to Liability that the Insured must ensure that all flat roof areas at the Location are inspected every 3 years by a qualified and competent roofing contractor and any necessary remedial work carried out as soon as is reasonably practical.

Written evidence of such inspections and any remedial work must be retained and provided to the Company if requested.

Section 2 - Loss of rental income

Definitions

The definitions which apply to this section are in addition to the General Definitions and are as follows.

Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period during which the Rent receivable is affected as a result of the Damage.

Maximum Indemnity Period

The number of months stated in the Schedule unless amended elsewhere in this section.

Rent Receivable

Rent including turnover rent, service charges (unless service charges are insured by a separate item) and revenue from advertising space, paid or payable to the Insured in respect of the letting of Locations specified in the Schedule.

Cover

In the event that a Location suffers Damage caused by any of the Perils insured under section 1 of this Policy the Company will indemnify the Insured for the following in respect of Buildings which have suffered Damage caused by such Perils:

1. Loss of Rent Receivable

- a. Being the amount by which the Rent Receivable during the Indemnity Period shall as a consequence of the Damage fall short of the amount that would have been received;
- b. Increased cost of working but not exceeding the reduction of Rent Receivable avoided;
- c. the reasonable charges payable by the Insured and incurred with the prior written consent of the Company during the Indemnity Period to:
 - i. their professional accountants for producing such information as may be required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts; and
 - ii. their lawyers for determining their contractual rights under any rent cesser clause or insurance break clause contained in any relevant lease

but not for any other purpose in the preparation of any claim.

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

2. Additional increased cost of working

The further expenditure necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss of Rent Receivable or to comply with lease or service

obligations during the Indemnity Period. The maximum amount the Company will pay under this Cover 2 is the Sum Insured stated in the Schedule.

3. Advanced rent

Rent which, but for the Damage, would have been receivable during the Indemnity Period in respect of buildings in the course of erection, redevelopment, refurbishment or fitting out for future occupation but not yet leased and which are not specifically insured elsewhere. The maximum amount the Company will pay under this Cover is the Sum Insured stated in the Schedule.

When adjusting the Insured's claim in respect of Locations where there are no leases or licences in force, account shall be taken of any negotiations the Insured has had with prospective tenants, both before and after the Damage demand, for similar accommodation in the area and allowance will be made for all extraordinary and other circumstances of the Business including but not limited to fluctuations in market conditions.

Conditions

Automatic reinstatement of sum insured

In the absence of written notice by the Company or the Insured to the contrary within thirty (30) days of the notification of any Damage, the Sums Insured by this insurance will not be reduced by the amount of any loss subject to the Insured paying any appropriate additional premium on the amount of the loss.

Cessation of trading

This section shall be avoided if the Business is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the Period of Insurance unless the Company give their written consent.

Payments on account

Claims payments on account may be made to Insured during the Indemnity Period if required.

Clauses

The following Clauses apply to this section:

Material damage proviso – applicable separately to each item

This insurance shall not apply in respect of any item on Loss of Rental Income unless at the time of the Damage there is in force an insurance covering the interest of the Insured in the Buildings where the Damage has occurred and:

1. payment shall have been made or liability admitted under such insurance; or
2. payment would have been made or liability would have been admitted thereunder but for the operation of a proviso excluding liability for losses below a specified amount

except that this clause shall not apply in respect of any item on Loss of Rental Income where another party (not being the Insured) is responsible for insuring the Buildings by virtue of lease or other contractual arrangements.

Underinsurance provision rent - blanket basis

If at the time Damage occurs the total Sum Insured on Loss of Rental Income is less than the Day One Rental Value the Company's liability for any loss shall be limited to that proportion of the amount otherwise payable which the Sum Insured bears to the Day One Rental Value.

Day one rental value proviso

The actual annual rent at the commencement of the Period of Insurance is deemed to include reasonable estimated allowances for any turnover rent and/or service charges if insured, which shall be proportionately increased if the Indemnity Period exceeds 12 months. If no rent is being received at the commencement of the Period of Insurance the Day One Rental Value shall be deemed to be the estimated market rent or if there is a rent free period it shall be deemed to be the actual annual rent that applies from the date immediately after the rent free period ceases.

Extensions

The Insurance provided by this section is extended to include the following:

Buildings awaiting sale

In respect of Buildings awaiting sale if at the time of the Damage, the Insured shall have contracted to sell their interest in the Buildings or shall have accepted an offer in writing to purchase their interest in the Buildings subject to contract and the sale is cancelled or delayed solely in consequence of the Damage, provided that the Insured shall make all reasonable efforts to complete the sale of the Buildings as soon as practicable after the Damage, the Insured may opt for the amount payable by the Company to be:

1. during the period prior to the date upon which, but for the Damage, the Buildings would have been sold the loss of Rent being the actual amount of the reduction in the Rent receivable by the Insured solely in consequence of the Damage; or
2. during the period commencing with the date upon which, but for the Damage, the Buildings would have been sold and ending with the actual date of sale or with the expiry of the Maximum Indemnity Period if earlier
the loss of interest being:
 - a. the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the Business the rate of interest not to be more than four percent (4%) above the London Interbank offered rate applying during the Indemnity Period; and
 - b. the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided under a) less any amount receivable in respect of Rent; and
3. the additional expenditure being:

- a. the expenditure necessarily and reasonably incurred solely in consequence of the Damage solely to avoid or minimise the loss payable under 2a or 2b immediately above but not exceeding the amount of loss avoided by such expenditure; and
- b. the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the Damage but not exceeding either an amount equivalent to the expenditure incurred immediately prior to the Damage or GBP fifty thousand (£50,000) whichever is the less for all losses or series of losses arising directly from the same originating cause.

This Extension is subject to the following conditions:

1. the amount payable shall be adjusted to provide for any benefit derived by the Insured from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by the Insured; and/or
2. in the event of under insurance the amount payable shall be adjusted in accordance with the Underinsurance Provision Rent – Blanket basis Clause provided that the maximum amount payable for all losses or series of losses arising directly from the same originating cause in respect of any item on Loss of Rent insured under this section is two hundred percent (200%) of the Sum Insured stated in the Schedule for such item before any adjustment in accordance with the Underinsurance Provision Rent – Blanket basis Clause.

Business rates

The Company will pay the cost of further expenditure including but not limited to business rates payable to public authorities necessarily and reasonably incurred by the Insured with the Company's prior written consent solely in consequence of the Damage which would have been payable by lessees during the Indemnity Period.

Capital additions Rent Receivable

This insurance is extended to cover any newly acquired or newly erected Buildings or alterations additions or extensions to Buildings covered under section 1 that is not otherwise insured from:

1. the date of exchange of contracts for premises newly acquired by the Insured; or
2. the date of practical completion for premises previously insured under a construction policy within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands to the extent that the Insured's interest is not protected by any other more specific insurance.

Provided that:

1. as soon as reasonably practicable the Insured shall notify the Company in writing of each premises and arrange specific cover with the Company; and
2. this insurance shall not apply in respect of any cause or cover otherwise excluded from these sections of the Policy and is subject to all the terms Conditions and Exclusions of the Policy; and
3. the Company's liability for all losses or series of losses arising directly from the same originating cause for shall not exceed twenty percent (20%) of the total amount of Rent Receivable or GBP two million (£2,000,000) whichever is the lesser amount for all losses or series of losses arising directly from the same originating cause.

Contracting purchaser's interest

If at the time of any insured Damage the Insured shall have exchanged contracts (or missives concluded) to sell their interest in any Building insured the purchaser shall, with the written consent of the Insured, be included as a co-insured in the Schedule to the Policy from the date of exchange (or conclusion of missives) and shall be entitled to the benefit of the insurance under this section of the Policy in respect of such Damage. This Condition shall only apply if the purchase is subsequently completed and if the Loss of Rental Income is not otherwise insured at the time of the loss by the purchaser or on their behalf.

Cost of re-letting

The Company will pay the reasonable legal and other costs necessarily and reasonably incurred with the Company's prior written consent during the Indemnity Period in re-letting the Buildings solely in consequence of the Damage.

Disease, vermin, defective sanitary arrangements, murder and suicide

Loss as insured arising from the closure of the Location or any part thereof on the order or advice of any local or governmental public authority due to any occurrence of the following:

1. acute encephalitis, acute poliomyelitis, anthrax, chickenpox, cholera, diphtheria, dysentery, legionellosis, legionnaires disease, leprosy, leptospirosis, malaria, measles meningococcal infection, mumps, ophthalmia neonatorum, paratyphoid fever, bubonic plague, rabies, rubella, scarlet fever, smallpox, tetanus, typhoid fever, viral hepatitis, whooping cough or yellow fever at the Location;
2. any discovery of an organism likely to result in the occurrence of a disease listed in 1. above;
3. a disease listed in a above attributable to food or drink supplied from the Location;
4. the discovery of vermin or pests at the Location;
5. an accident causing defects in the drains or other sanitary arrangement at the Location;
6. any occurrence of murder or suicide at the Location.

The Company shall not be liable under this Extension for:

1. costs incurred in cleaning repair replacement recall or checking of property ; and/or
2. losses arising from premises other than those directly affected by the occurrence; and/or
3. any other Loss of Rental Income Extension.

For the purposes of this Extension the Indemnity Period shall commence from the date on which the Location or any part thereof is closed on the order or advice of the local or governmental public authority.

Inadvertent failure to insure

This insurance is extended to include any location in the United Kingdom which the Insured own or which they are responsible to insure but which they have inadvertently failed to insure.

Provided that:

1. as soon as reasonably practicable the Insured shall notify the Company in writing of each Location and arrange specific cover with the Company;
2. this insurance shall not apply in respect of any cause or cover otherwise excluded from these sections of the Policy and is subject to all the terms Conditions and Exclusions of the Policy;
3. the Company's liability for all losses or series of losses arising directly from the same originating cause for shall not exceed twenty percent (20%) of the total amount of Rent Receivable or GBP two million (£2,000,000) whichever is the lesser amount for all losses or series of losses arising directly from the same originating cause.

Loss of attraction

The insurance by each item on Loss of Rental Income includes loss as insured caused by Damage to buildings or other property in the immediate vicinity of the Location which would have such an effect on the business carried on at the Location that:

1. an agreement to lease the Location or any part of the Location in course of negotiation or review is avoided or amended and the Rent Receivable by the Insured is reduced; or
2. the turnover of any lessee's business is affected and Rent Receivable by the Insured is reduced

subject to the Company's liability not exceeding GBP five hundred thousand (£500,000) for all losses or series of losses arising directly from the same originating cause.

Loss of Investment Income on Late Payment of Rent

If solely in consequence of Damage the Company is paying indemnity under this Policy in respect of loss of Rental Income and the payment by the Company to the Insured is made later than the date upon which the Insured would normally have expected to receive the Rent from a lessee, the Company will pay a further sum representing the investment interest lost to the Insured during the delay period.

Managing agents and insured's own premises

The insurance by each item on Loss of Rental Income includes loss as insured resulting solely from Damage by any of the Perils insured under section 1 to Buildings or other property at any Location in the United Kingdom owned or occupied by the Insured or their managing agents for the purposes of their business in consequence of which Rent receivable by the Insured is reduced.

Prevention of access

The insurance by each item on Loss of Rental Income includes loss as insured caused by prevention or hindrance of access to the Buildings or prevention of use of the Buildings in consequence of an occurrence any of the Perils insured under section 1 in the immediate vicinity of the Buildings.

Prevention of access – non damage

Loss as insured caused by prevention or hindrance of access to the Buildings or prevention of use of the Buildings in consequence of any property or rights of way in the immediate vicinity of the Buildings being:

1. occupied by terrorists or persons thought to be terrorists;
2. unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers;
3. thought to contain or actually containing a harmful device, provided that the police are immediately informed;
4. closed down or sealed off in accordance with instructions issued by the police or by any other statutory body except where the cause of such closure or sealing is due to the condition of the Buildings or the business carried on within the Buildings; the Insured or lessee's non-compliance with a prior order of the police or any statutory body; action taken as a result of drought or diseases or other hazards to health.

Provided that:

1. the Company shall not be liable for loss arising from any cause within the control of the Insured or lessee or loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear; and
2. the cover provided by items of this Extension is not subject to General Exclusion 4 of this Policy in respect of terrorism; and
3. where Denial of Access is caused by the threat of terrorism the Company's limit of liability is GBP one hundred thousand (£100,000) for all losses or series of losses arising directly from the same originating cause.

Public utilities – water gas or electricity

This insurance is extended to include interruption or interference with the Business as a result of accidental failure of the Insured's public supply of electricity gas or water at the terminal ends of the Insured's suppliers service feeders to the Premises.

This extension excludes:

1. accidental failure which lasts less than 4 hours;
2. a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
3. accidental failure caused by the exercise of any supply authority's power to withdraw or restrict supply or services;
4. any industrial action;
5. drought or other weather conditions unless equipment has been damaged;
6. losses occurring anywhere other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man.

The Company's liability under this Extension not exceeding twenty percent (20%) of the total amount of Rent Receivable or GBP one million (£1,000,000) whichever is the lesser amount for all losses or series of losses arising directly from the same originating cause.

Public utilities – telecommunications

This insurance is extended to include interruption or interference with the Business as a result of accidental failure of the public supply of telecommunication services at the incoming line terminals or receivers at the Premises.

This Extension excludes:

1. accidental failure lasting less than 24 consecutive hours;
2. losses caused by any industrial action to other deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system;
3. losses caused by the exercise of any supply authority's power to withdraw or restrict supply or services;
4. losses caused by atmospheric or other weather conditions unless equipment has been damaged caused by those conditions;
5. losses occurring anywhere other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man;
6. losses caused by failure of any satellite.

The Company's liability under this Extension not exceeding twenty percent (20%) of the total amount of Rent Receivable or GBP one million (£1,000,000) whichever is the lesser amount for all losses or series of losses arising directly from the same originating cause.

Rent free period

If at the date of the Damage any Building insured by this Policy is subject to a "Rent Free Period" concession under the terms of the lease then the Maximum Indemnity Period stated in the Schedule shall be adjusted by adding to the number of months/years shown in the Schedule as the remaining balance of such "Rent Free Period" subject to allowance for the actual future Rent having been included in the Day One Rental Value and subject to the amount added not exceeding twenty-four (24) months.

Shortfall in rent following review

If during the Indemnity Period the Insured is precluded from exercising their right to implement a rent review under the terms of a lease then the Company will pay in respect of the Buildings which have suffered Damage the loss of projected increase in rent being the amount of the actual shortfall in rent solely in consequence of the Damage that would otherwise have been receivable had that rent review been implemented from the expiry of the Indemnity Period until the date of the next subsequent rent review but in no case exceeding sixty (60) months.

Section 3 - Terrorism

Definitions

These definitions are in addition to the General Definitions of this Policy.

Denial of Service Attack

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

Hacking

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

Private Individual

Any person other than a:

1. company, association or partnership;
2. trustee or body of trustees where insurance is arranged under the terms of a trust;
3. person who owns Residential Property for the purpose of a business as a sole trader;
4. person who owns Residential Property of which in excess of twenty percent (20%) is commercially Occupied.

Where:

1.
 - a. the Residential Property is occupied by a trustee or a sole trader as a private residence; and
 - b. the property is not a block of flats, each will be deemed to be a Private Individual in respect of that same property
2. two or more persons have arranged insurance on Residential Property in
 - a. their several names ; and/or
 - b. the name of the Insured includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured such persons will be deemed to be a Private Individual in respect of that property.

Residential Property

1. Private dwelling houses and flats;
2. Household goods and personal effects.

Terrorism

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

Treasury

The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. This includes but is not limited to spyware, Trojan horses, worms and logic bombs.

Cover

1. The insurance by section 1 - Buildings is extended to include Damage to the property insured thereunder located in England and Wales and Scotland (but this shall not include the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987) occasioned by or happening through or in consequence of Terrorism as defined above, but only where such Terrorism cover is shown as operative in the Schedule.
2. The insurance by section 2 - Loss of Rental Income is extended to include loss consequent on interruption to or interference with the Business resulting from Damage to property insured under section 1 – Buildings & Contents, occasioned by or happening through or in consequence of Terrorism as defined above, but only where such cover is shown as operative in the Schedule.

In any action, suit or other proceedings where the Company alleges that any Damage or resulting loss or expense or other costs either directly or indirectly caused by Terrorism is not covered by this insurance the burden of proving that such Damage, loss or expense is covered shall be upon the Insured.

Conditions

The following Conditions apply to this section.

1. The Company will not indemnify the Insured unless and until:
 - a. the Treasury issues a certificate certifying that any Damage or resulting loss or expense or other costs either directly or indirectly was caused by Terrorism; or
 - b. in the event of the Treasury refusing to issue such a certificate a tribunal formed by agreement between the Company and Pool Reinsurance Company Limited decides that the cause of such loss was due to Terrorism.
2. If in relation to any claim the Insured failed to fulfil any of the following, the Insured will lose their right to indemnity or payment for that claim:

- a. the Insured must declare to the Company all property and/or premises owned by the Insured, or for which the Insured is responsible, including all such property and/or premises of subsidiary companies unless it is the practice of any subsidiary company to effect its own insurance; and
- b. the Insured must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises.

Exclusions

Provided always that the insurance effected by this section is:

1. not subject to any of the exclusions of this Policy other than war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
2. subject to the exclusion of riot or civil commotion;
3. subject to the exclusion of digital or cyber risks, that is any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
 - a. Damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack
 - b. financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack;
4. subject to the exclusion of Damage to Residential Property insured in the name of a Private Individual;
5. subject otherwise to all the terms and conditions of this Policy except that any long term agreement applying to this Policy shall not apply to the insurance effected by this section.

Section 4 - Property owners liability

Definitions

The definitions which apply to this section are in addition to the General Definitions and are as follows.

Bodily injury

Bodily injury which shall include death, disease or illness.

Business

For the purpose of this section only the general definition of Business is extended to include:

1. the ownership, repair, maintenance and decoration of the Locations;
2. private work undertaken by any Employee with the Insured's written consent for any director or partner of the Insured;
3. the provision and management of canteen, sports, social and welfare organisations for the benefit of Employees and fire, security, first aid, medical and ambulance services.

Indemnity limit

The Company's liability under this section payable in respect of any one Occurrence or series of Occurrences arising directly from the same originating cause shall not exceed the Indemnity Limit stated in the Schedule.

Occurrences

1. accidental Bodily Injury to any person;
2. Damage to material property;
3. obstruction, trespass, nuisance or interference with any easement of air, light, water or way;
4. wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

occurring during the Period of Insurance and happening in connection with the Business.

Pollution or contamination

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere;
2. all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination.

Territorial limits

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

Cover

The Company will subject to the Indemnity Limit indemnify the Insured against:

1. all sums which the Insured shall become legally liable to pay as damages (including interest thereon) including claimants' costs and expenses if the Insured is ordered to pay them or they are paid with the Company's written consent in respect of an Occurrence;
2. all costs and expenses incurred by the Insured with the Company's written consent in defending any claim under this section;
3. the solicitor's fees incurred with the Company's written consent for representation at proceedings in any court of summary jurisdiction or at any coroner's inquest or fatal accident inquiry in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this section.

Extensions

The insurance provided by this section is extended to include the following:

Consumer Protection Act or Health and Safety at Work Act or Food Safety Act Prosecution Defence Costs

The legal costs and other expenses reasonably incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:

1. the Consumer Protection Act 1987 or any amending legislation; or
2. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any similar United Kingdom health and safety legislation and regulations; or
3. the Food Safety Act 1990 or any amending legislation

committed or alleged to have been committed during the Period of Insurance in the course of the Business.

Provided that:

1. in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding;
2. the proceedings do not relate to the health safety or welfare of any Employee;
3. the indemnity will not apply to:
 - a. proceedings consequent upon any deliberate act or omission; and/or
 - b. fines or penalties of any kind; and/or
 - c. any circumstances where indemnity is provided by any other insurance or where but for the existence of this Extension of the Cover indemnity would have been provided by such other insurance.

Contingent motor

Notwithstanding Exclusion 2b under this section the indemnity provided by this section extends to indemnify the Insured against legal liability arising out of the use in the course of the Business of any motor vehicle which is not the property of nor provided by the Insured.

Provided that the Company shall not be liable:

1. for loss, destruction or damage to such vehicle or any property contained therein ; and/or
2. whilst such vehicle is being driven by the Insured; and/or
3. whilst such vehicle is being driven with the consent of the Insured by any person who does not hold a licence to drive such vehicle; and/or
4. for legal liability for which the Insured is entitled to indemnity under any other insurance; and/or
5. for legal liability arising outside the Territorial Limits.

Corporate Manslaughter and Corporate Homicide Act 2007

The Company will indemnify the Insured against legal costs and expenses with the Company's prior written consent in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

1. the Company's liability under this Extension shall be limited to the Indemnity Limit stated in the Schedule; and/or
2. this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and/or
3. the Company must consent in writing to the appointment of any solicitor or counsel acting on behalf of the Insured; and/or
4. the Insured shall immediately notify the Company of receipt of any summons or other process served upon the Insured which may give rise to proceedings arising from the cover under this Extension; and/or
5. before the Company consents to any appeal proceedings costs the counsel must have advised there is a strong possibility the appeal will be successful.

Any information in support of this assertion requested by the Company shall be supplied by the Insured.

It is understood the Company will have no liability under this Extension:

1. if the Insured have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide; and/or
2. for any fines or penalties of any kind; and/or
3. where the Insured can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or

where but for the existence of the Extension the Insured would have obtained indemnity from any other source or insurance.

Court attendance costs

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

1. any director or partner of the Insured five hundred (£500);
2. any Employee two hundred and fifty (£250).

Cross liabilities

Where the Insured comprises more than one party the Company will treat each party of the Insured as if a separate Policy had been issued to each provided that nothing in this Extension will increase the liability of the Company beyond the amount for which the Company would have been liable had this Extension not applied.

Data Protection Act 1998

The Company will indemnify the Insured and, at the Insured's request, any director or partner of the Insured or any Employee against the sums which the Insured or any director or partner of the Insured or any Employee become(s) legally liable to pay as compensation under section 13 of 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:

1. a registered user in accordance with the terms of the Data Protection Act 1998; and
2. not in business as a computer bureau.

The Company's liability under this Extension shall be limited to the Indemnity Limit stated in the Schedule.

The indemnity provided by this Extension shall not apply to:

1. 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; and/or
2. any damage or distress caused by any act of fraud or dishonesty; and/or
3. the costs and expenses of rectifying, rewriting or erasing data; and/or
4. legal liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person ; and/or
5. the payment of fines or penalties.

Defective Premises Act 1972

The Company will indemnify the Insured under this section in respect of legal 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 (or any replacement legislation) in connection with any business, premises or land disposed of by the Insured.

The indemnity provided by this Extension shall not apply to:

1. the cost of rectifying any damage or defect in the premises or land disposed of; and/or
2. legal liability for which the Insured is entitled to indemnity under any other policy.

Environmental statutory liability

The Company will indemnify the Insured in respect of reasonable costs incurred as a result of legal liability to pay for the prevention of imminent threat of Pollution or Contamination as required under the law of each Country in the United Kingdom implementing the EU Environmental Liability Directive (2004/35/EC, or any substitute EU legislation) and as requested by any enforcing authority.

The indemnity provided by this Extension shall not apply to:

1. any costs in relation to any site, watercourse or body of water owned leased or rented by the Insured; and/or
2. the cost of reinstatement or reintroduction of flora or fauna; and/or
3. the costs of achieving any improvement or alteration in the condition of the land, the atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time any remediation commences; and/or
4. the costs incurred by the Insured or for which they become legally liable to pay in order to curtail or minimise Pollution or Contamination once it has occurred or in order to prevent further harm being caused.

subject to the liability of the Company not exceeding GBP two hundred and fifty thousand (£250,000) in the aggregate in any one Period of Insurance and this amount shall be inclusive of any defence costs and expenses and any other costs or expenses payable by the Insured.

Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and, at the Insured's request, any director or partner of the Insured or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. The Company will also pay prosecution costs awarded for which the Insured is legally liable and any costs incurred with the Company's written consent in appealing against any judgment given under such Act Before the Company consents to any appeal proceedings costs the counsel must have advised there is a strong possibility the appeal will be successful.

Any information in support of this assertion requested by the Company shall be supplied by the Insured.

The indemnity provided by this Extension shall not apply to the payment of fines or penalties.

Indemnity to others

The Insured shall also include:

1. personal representatives of the Insured in the event of the death of the Insured but only in respect of legal liability incurred by the Insured;
2. if the Insured so requests:
 - a. any director or partner of the Insured or Employee while acting in connection with the Business provided that the Insured would have been entitled to indemnity under the respective section if the claim had been made against the Insured;
 - b. any officer or member of the Insured's canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services in his/her respective capacity as such;
 - c. indemnify any managing Agent acting for and on behalf of the Named Insured in connection with the Business.

Provided that such persons shall observe fulfil and be subject to the terms, Conditions, Exclusions and limits applicable to this section in so far as they can apply.

Indemnity to principals

The Company will at the request of the Insured indemnify any principal to the extent required by the contract between the Insured and the principal in respect of legal liability arising from the performance of work by the Insured for such principal.

Provided that:

1. the Company shall retain sole conduct and control of any claim; and
2. the principal shall observe fulfil and be subject to the terms, Conditions, Exclusions and limits of this section in so far as they can apply.

Leased or rented premises

Exclusion 11 of this section shall not apply to legal liability for Damage to any premises (including their fixtures and fittings) leased, rented or hired to the Insured. Provided that this indemnity shall not apply to Damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the Tenant(s).

Member to member liability

The indemnity provided by this section is extended to indemnify any member of the Insured's sports or social organisations in respect of legal liability for accidental Bodily Injury or Damage to material property sustained by fellow members of such organisations while engaged in the activities of such Organisations.

Overseas personal liability

The indemnity provided by this section is extended to indemnify the Insured and at the Insured's request any director or partner of the Insured or any Employee or any family member accompanying

them while temporarily outside the Territorial Limits in connection with the Business against legal liability as provided by this section incurred in a personal capacity.

Provided that this indemnity shall not apply:

1. legal liability arising out of the ownership or tenure of any land or building; and/or
2. where indemnity is provided by any other insurance.

Privacy costs

The Company will indemnify the Insured in respect of reasonable administrative and directly related advertising expenses which The Insured incurs to inform its customers of a breach of information security under the Data Protection Act 1988 and any subsequent or amending legislation which results in a compromise or potential compromise of information held by the Insured in respect of its customers and which is maintained or resides on a computer system controlled and operated by the Insured.

Provided that the Insured becomes aware of such breach of information security and notifies the Company in writing during the Policy Period.

Subject to the Company's liability not exceeding GBP twenty five thousand (£25,000) in respect of any one claim.

Work overseas

The Indemnity provided under this section shall extend to apply:

1. within any member country of the European Union outside of the Territorial Limits where any person is temporarily engaged on the Business of the Insured;

and

2. elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the Business of the Insured.

Provided that such Employee is ordinarily resident within the Territorial Limits.

Conditions

Contractual liability

In relation to any legal liability assumed by the Insured under agreement which would not have attached to the Insured in the absence of such agreement this section will only apply if the Company retains sole conduct and control of any claim against the Insured relating to such liability.

Exclusions

The Company shall not be liable under this section in respect of:

1. legal liability arising from advice, design, formula or specification provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged;

2. legal liability caused by or arising from the ownership, possession or use by or on behalf of the Insured of any:
 - a. Craft other than hand propelled watercraft; and/or
 - b. mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than legal liability caused by or arising from:
 - i. the use of plant as a tool of trade on site or at the Location; and/or
 - ii. the loading or unloading of such vehicle; and/or
 - iii. the movement of any such vehicle not the property of the Insured which is interfering with the performance of the Business; and/or
 - iv. the possession of any such vehicle at the Location but this indemnity shall not apply if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle;
3. legal liability arising out of any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, maintained, altered, erected, installed, examined, checked or treated by or on behalf of the Insured in connection with the Business and no longer in the charge or control of the Insured other than:
 - a. food or drink sold or supplied for consumption by the Insured's directors, partners, Employees or visitors; and/or
 - b. the disposal of furniture and office equipment originally intended solely for use by the Insured in connection with the Business and which is no longer required for that purpose;
4. liquidated damages, fines or penalties;
5. punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
6. all legal liability in respect of Pollution or Contamination other than that caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that:
 - a. all Pollution or Contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place; and
 - b. the liability of the Company for all damages (including interest thereon) payable in respect of all Pollution or contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Indemnity Limit stated in the Schedule; and
 - c. the company will have no legal liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories;
7. all legal liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories;
8. The cost of replacing or making good faulty, defective or incorrect
 - a. Workmanship; and/or
 - b. materials, goods or other property sold, supplied, installed or erected by or on behalf of the Insured;
9. Damage to material property sustained while it is being worked upon and directly resulting from such work;
10. legal liability for Bodily Injury caused to any Employee arising out of and in the course of such person's employment or engagement by the Insured in the Business;

11. legal liability for Damage to material property belonging to or in the charge or under the control of the Insured but this Exclusion shall not apply to directors or partners of the Insured, Employees' or visitors' property including vehicles or their contents or any premises (including contents) which are temporarily occupied by the Insured for the purpose of work in connection with the Business (not being buildings which are owned by or leased rented or hired to the Insured);
12. Legal liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

Section 5 - Employers liability

Definitions

The definitions which apply to this section are in addition to the General Definitions and are as follows.

Bodily injury

Bodily injury which shall include death, disease or illness.

Business

For the purpose of this section only the General Definition of Business is extended to include:

1. the ownership, repair, maintenance and decoration of the Locations;
2. private work undertaken by any Employee with the Insured's written consent for any director or partner of the Insured;
3. the provision and management of canteen sports social and welfare organisations for the benefit of Employees and fire, security, first aid, medical and ambulance services.

Indemnity limit

The Company's liability (inclusive of all costs and expenses) under this section payable in respect of any one Occurrence or series of Occurrences arising directly from the same originating cause shall not exceed the Indemnity Limit stated in the Schedule.

Occurrence

Bodily Injury caused to any Employee occurring anywhere within the Territorial Limits during the Period of Insurance and arising out of and in the course of employment or engagement of such person by the Insured in the Business.

Territorial limits

- a. The United Kingdom, the Isle of Man and the Channel Islands
- b. elsewhere in the world where the Insured or any of the Insured's directors, partners or Employees normally resident in the United Kingdom, the Channel Islands or the Isle of Man are temporarily performing non-manual work in connection with the Business.

Cover

The Company will subject to the Indemnity Limit indemnify the Insured against:

1. all sums which the Insured shall become legally liable to pay as damages (including interest thereon) including claimants' costs and expenses if the Insured is ordered to pay them or paid with the Company's written consent in respect of an Occurrence;
2. all costs and expenses incurred by the Insured with the Company's written consent in defending any claim under this section ;

3. the solicitor's fees incurred with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this section or at any coroner's inquest or fatal accident inquiry relating to an Occurrence.

Extensions

The insurance under this section is extended to include the following:

Corporate Manslaughter and Corporate Homicide Act 2007

The Company will indemnify the Insured against legal costs and expenses with the Company's prior written consent in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

1. the Company's liability under this Extension shall be limited to the Indemnity Limit stated in the Schedule; and
2. this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
3. the Company must consent in writing to the appointment of any solicitor or counsel acting on behalf of the Insured; and
4. the Insured shall immediately notify the Company of receipt of any summons or other process served upon the Insured which may give rise to proceedings arising from the cover under this Extension; and
5. before the Company consents to any appeal proceedings costs the counsel must have advised there is a strong possibility the appeal will be successful.

Any information in support of this assertion requested by the Company shall be supplied by the Insured.

It is understood the Company will have no liability under this Extension:

1. if the Insured have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide; and/or
2. for any fines or penalties of any kind; and/or
3. where the Insured can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of the Extension the Insured would have obtained indemnity from any other source or insurance.

Court attendance costs

In the event of any of the undernoted persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this

section the Company will pay compensation to the Insured at the following rates per day for each day on which attendance is required:

1. any director or partner of the Insured GBP five hundred (£500);
2. any Employee GBP five hundred (£250)

Cross liabilities

Where the Insured comprises more than one party the Company will treat each party as the Insured as if a separate Policy had been issued to each provided that nothing in this Extension will increase the liability of the Company beyond the amount for which the Company would have been liable had this Extension not applied.

Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and, at the Insured's request, any director or partner of the Insured or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. The Company will also pay prosecution costs for which the Insured is legally liable and any costs incurred with the Company's written consent in appealing against any judgment given under such Act. Before the Company consents to any appeal proceedings costs the counsel must have advised there is a strong possibility the appeal will be successful. Any information in support of this assertion requested by the Company shall be supplied by the Insured.

The indemnity provided by this Extension shall not apply to the payment of fines or penalties.

Indemnity to principals

The Company will at the request of the Insured indemnify any principal to the extent required by a contract between the Insured and the principal in respect of legal liability arising from the performance of work by the Insured for such principal.

Provided that:

1. the Company shall retain sole conduct and control of any claim; and
2. the principal shall observe, fulfil and be subject to the terms, Conditions, Exclusions and limits of this section in so far as they can apply.

Indemnity to others

The Insured shall also include:

1. personal representatives of the Insured in the event of the death of the Insured but only in respect of legal liability incurred by the Insured;
2. if the Insured so requests:
 - a. any director or partner of the Insured or Employee while acting in connection with the Business provided that the Insured would have been entitled to indemnity under the respective section if the claim had been made against the Insured; and/or

- b. any officer or member of the Insured's canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services in his/her respective capacity as such.

Provided that such persons shall observe fulfil and be subject to the terms, conditions, Exclusions and limits applicable to this section in so far as they can apply.

Unsatisfied court judgments

In the event of a judgment for damages being obtained by any Employee or the personal representatives of any Employee in respect of Bodily Injury caused to the Employee during any Period of Insurance and occurring in connection with the Business against any person or company operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in any court situated in the Territorial Limits and remaining unsatisfied in whole or in part six months after the date of such judgment, the Company will at the Insured's request pay to the Employee or the personal representatives of the Employee the amount of such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

1. there is no appeal outstanding; and
2. if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Company.

Work overseas

The indemnity provided under this section shall extend to apply in respect of legal liability for Bodily Injury caused to an Employee whilst temporarily engaged in work outside the Territorial Limits in connection with the Business provided that such Employee is ordinarily resident within the Territorial Limits.

Conditions

The following Conditions apply to this section:

Provisions of law

The indemnity provided by this section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of legal liability to Employees within the Territorial Limits but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

Certificate of employers' liability insurance

If this Policy or section is cancelled any certificate of Employers' Liability insurance shall be similarly cancelled from the same date.

Contractual liability

In relation to any legal liability assumed by the Insured under agreement which would not have attached to the Insured in the absence of such agreement this section will only apply if the Company retains sole conduct and control of any claim against the Insured relating to such liability.

Section 6 - Engineering machinery breakdown

The Company has arranged for Engineering Machinery Breakdown to be provided under this policy via HSB Engineering Insurance Limited. This section is only operative where stated in the Schedule. As cover under this section is provided by HSB Engineering Insurance Limited not by the Company this section contains its own definitions, exclusions and conditions. These take precedence over any definitions, exclusions and conditions in any other section of this policy unless otherwise stated.

Insuring agreement

Subject to all of the provisions stated herein and in the policy of which this section is intended to be part the Insurer agrees to provide insurance for direct physical loss or damage and any specified consequential loss from an Accident to Covered Equipment owned by the Insured or for which the Insured is responsible subject to a maximum liability of GBP five million (£5,000,000) for any one Accident.

This cover will apply only where the Buildings & Contents and Loss of Rental Income sections of the policy are shown as effective under the Policy Schedule for the current Period of Insurance

Definitions

The definitions which apply to this section are in addition to the General Definitions and are as follows.

Accident(s)

1. electrical or mechanical Breakdown including rupture or bursting caused by centrifugal force;
2. artificially generated electrical current including electric arcing that damages electrical devices appliances or wires;
3. Explosion or Collapse of Covered Equipment operating under steam or other fluid pressure;
4. loss or damage to hot water boilers other water heating equipment oil or water storage tanks or other Covered Equipment operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment;
5. loss or damage caused by operator error that results in the overloading of Covered Equipment;

All Accidents that are the result of the same event will be considered one Accident

Biomass and Biogas Installations

Any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubber, boilers, gas engines, generators, heat exchangers, pumps and motors.

Breakdown

1. the actual breaking failure distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work;
2. fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative;
3. the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary;

Collapse

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Equipment caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

Computer equipment

Building management control systems

Covered equipment

Equipment at the premises owned by the Insured or for which the Insured is responsible:

1. which is built to operate under vacuum or pressure (other than the weight of its contents); or
2. that generates transmits stores or converts energy; or
3. comprising Computer Equipment.

Excluding

1. any supporting structure foundation masonry brickwork or cabinet
2. any insulating or refractory material
3. any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery crane or equipment which is included but not the actual vehicle)
4. self propelled plant and equipment (other than fork lift trucks and pallet trucks used by the Insured at their premises) dragline excavation or construction equipment
5. equipment manufactured by the Insured for sale
6. safety or protective devices due to their functioning
7. tools dies cutting edges crushing surfaces trailing cables non metallic linings driving belts or bands or any part requiring periodic renewal
8. any electronic equipment (other than Computer Equipment) used for research diagnostic treatment experimental or other medical or scientific purposes with a new replacement value in excess of GBP thirty thousand £30,000
9. any Manufacturing Production or Process Equipment including linked Computer Equipment
10. any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
11. any kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and Computer Equipment whilst in a private dwelling or private dwelling quarters (unless such equipment is the property of the Insured or for which they are responsible).

12. any Biomass or Biogas Installation
13. any Hydroelectric Installation

Derangement

Electrical or mechanical malfunction arising from a cause internal to Computer Equipment unaccompanied by visible damage to or breaking of any parts of the equipment.

Explosion

The sudden and violent rending of Covered Equipment by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the Covered Equipment together with forcible ejection of the contents

Hazardous substance

Any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.

Hired in plant

Mechanical electrical or manually powered implements materials containment preparation and handling equipment scaffolding staging ladders and similar equipment site huts cabins or similar contractors plant and equipment hired in by the Insured.

Hydroelectric Installations

Any equipment, machinery, dam and weir used in connection with running a hydroelectric-power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment. Hydroelectric Installations also include any substation and distribution transformer, switchgear, meter, cabling, telecommunications and monitoring device, building and converter housing (including fixtures and fittings), and security equipment.

Insurer(s)

HSB Engineering Insurance Limited

Manufacturing production or process equipment

Any machine or apparatus (other than boilers lifts fork lift trucks dock levelers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by the Insured and any equipment which exclusively serves such machinery or apparatus.

Media

All forms of electronic magnetic and optical tapes and discs for use in any Computer Equipment.

Verified

Checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration.

Extensions of cover and sub limits

The following Extensions of cover apply to loss or damage caused by or resulting from an Accident to Covered Equipment

Hazardous substances

The Insurer shall be liable for the additional cost to repair or replace Covered Equipment because of contamination by a Hazardous Substance including any additional expenses incurred to clean up or dispose of such property.

The liability of the Insurer shall not exceed GBP ten thousand (£10,000) any one Accident in respect of such additional costs.

Reinstatement of data and computer increased costs of working

1. The Insurer shall be liable for costs incurred in reinstating data lost or damaged in consequence of an Accident to or Derangement of Computer Equipment.

The liability of the Insurer shall not exceed GBP fifty (£50,000) any one Accident.

Provided that

- i. liability is limited solely to the cost of reinstating data onto Media;
 - ii. the Insurer shall not be liable for loss of or damage to software.
2. In addition the Insurer will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the Insured.

The liability of the Insurer shall not exceed GBP fifty thousand (£50,000) any one Accident in respect of such additional costs.

Loss of rental income

Provided that the Loss of Rental Income section of this Policy is operative the Insurer shall be liable for financial loss caused by or resulting from an Accident to Covered Equipment.

The liability of the Insurer in the aggregate in any one Period of Insurance shall not exceed GBP one hundred thousand (£100,000) under this extension.

The Insurer shall not be liable under this extension for any loss resulting from Damage to Own Surrounding Property.

Public authorities/law or ordinance

If an Accident to Covered Equipment damages a building that is covered under this Policy and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the Accident that regulates the construction or repair of buildings or establishes zoning or land use requirements the Insurer shall be liable for the following additional costs to comply with such ordinance or law:

1. the Insured's actual expenditures for the cost to demolish and clear the site of undamaged parts;
2. the Insured's actual expenditures for increased costs to repair rebuild or construct the building. If the building is repaired or rebuilt it must be intended for similar use or occupancy as the current building unless otherwise required by zoning or land use ordinance or law.

The Insurer shall not be liable for:

1. any fine
2. any liability to a third party
3. any increase in loss due to a hazardous substance (other than as specifically insured under Extension of Hazardous Substances)
4. increased construction costs until the building is actually repaired or replaced.

This extension is within and does not increase the Limit of liability shown in the Schedule.

Expediting expenses

With respect to damaged Covered Equipment the Insurer shall be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement

The liability of the Insurer shall not exceed GBP twenty thousand (£20,000) any one Accident under this extension.

Hire of substitute item

If Covered Equipment is damaged as a result of an Accident the Insurer shall be liable for the cost of hire charges actually incurred by the Insured during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

The liability of the Insurer shall not exceed GBP ten thousand (£10,000) any one Accident under this extension.

Storage tanks and loss of contents

The insurance under this Section extends to include damage caused by an Accident to oil storage tanks or water tanks including connected pipework belonging to the Insured or for which the Insured is responsible at the premises.

In addition this extension covers loss of the contents of oil storage tanks caused by:

1. escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an Accident
2. contamination - contamination of the contents of oil storage tanks caused by or resulting from an Accident including cleaning costs incurred as a result of such loss

The liability of the Insurer shall not exceed GBP ten thousand (£10,000) any one Accident under this extension.

Damage to own surrounding property

The Insurer will pay for damage to property at the premises belonging to the Insured or in their custody and control and for which they are responsible directly resulting from the Explosion or Collapse of any Covered Equipment operating under steam pressure.

The liability of the Insurer shall not exceed GBP one million (£1,000,000) any one Accident under this extension.

Additional access costs

Provided that the Loss of Rental Income section of this Policy is operative the Insurer shall be liable under this extension for any necessary additional costs incurred in order to gain access to repair or replace the Covered Equipment following an Accident.

The liability of the Insurer shall not exceed GBP twenty thousand (£20,000) any one Accident under this extension.

Debris removal

The Insurer shall be liable under this extension for costs incurred in the removal of debris and protection of Covered Equipment following an Accident

The liability of the Insurer shall not exceed GBP twenty five thousand (£25,000) any one Accident

Repair costs investigation

With their prior written agreement the Insurer will pay costs relating to repair investigations and tests by consulting engineers for damage to Covered Equipment following an Accident for an amount not exceeding GBP twenty five thousand (£25,000) any one Accident.

The Insurer shall not be liable under this extension for fees incurred in preparing a claim under this Policy.

Hired in plant extension

The Insurer will indemnify the Insured in respect of plant hired in by them against their legal liability under the terms of the hiring agreement to pay.

1. for physical loss of or damage to the plant;
2. continuing hiring charges for the plant following loss or damage insured under 1

whilst the plant is at any premises stated in the Policy Schedule and whilst in transit (other than by sea or air) from one premises to another.

Subject to a limit of GBP twenty thousand (£20,000) in respect of any one Period of Insurance.

Where legal proceedings have been initiated against the Insured with respect to an indemnifiable incident under this Extension the Insurer will with its written consent pay all legal expenses actually incurred by the Insured.

Special conditions

Hiring conditions

The insurance provided by this Extension will indemnify the Insured to the extent required by

1. The Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association or conditions not more onerous

or

2. specific conditions agreed by the Insurer in writing and endorsed hereon.

In the event of a loss involving hire conditions more onerous than those covered by this Extension the indemnity provided will be limited to liability under 1. or 2. above as applicable.

Multiple Lifting Operations

For the insurance provided under this Extension to be operative during any operation in which a load is shared between any items of lifting plant or lifting equipment (whether insured under this Extension or not) the lifting operation must be conducted in accordance with BS7121

Special exclusions

Hire purchase or free loan

Physical loss of or damage to any property on free loan or hire purchase to the Insured

Road vehicles

Loss of or damage to:

1. licensed cars lorries vans trucks or other road vehicles which are used in circumstances requiring insurance under any road traffic legislation (other than contractors plant as a tool of trade)
2. quad bikes or motorcycles.

Unexplained losses

Unaccountable losses or losses discovered on the occasion of checks or inventories unless the Insured can produce reasonable proof that such losses are as a result of an identifiable incident

Loss of use

Loss of use of the property insured by this Extension or consequential loss of any kind.

Basis of claims settlement

As described in section 1 - Buildings & contents and section 2 – Loss of rental income sections of this policy.

Additional conditions

Precautions

The Insured shall exercise due diligence in:

1. complying with any statute or order
2. ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or damage

Back-Up Records

The Insured shall maintain a minimum of 2 generations of Verified back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations.

Exclusions

The following exclusions are in addition to those in the Policy to which this section is attached.

1. The Insurer will not be liable for loss or damage caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
2. The Insurer will not be liable for loss or damage to data or media of any kind caused by:
 - a. programming error or programming limitation
 - b. computer virus
 - c. introduction of malicious code
 - d. loss of data (other than as specifically provided for under Extension of Cover 2A Reinstatement of Data)
 - e. loss of access
 - f. loss of use
 - g. loss of functionality.
3. The Insurer will not be liable for loss or damage caused by:
 - a. depletion deterioration corrosion erosion wear and tear or other gradually developing conditions

- b. any condition which can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenance

But if loss or damage from an Accident results the Insurer will be liable for that resulting loss or damage.

- 4. The Insurer will not be liable for loss or damage recoverable under any maintenance agreement or any warranty or guarantee.

Section 7a– Commercial legal protection

The Company has arranged for legal expenses insurance to be provided under this policy via DAS Legal Expenses Insurance Company Limited. This section is only operative where stated in the Schedule. As cover under this section is provided by DAS Legal Expenses Insurance Company Limited not by the Company this section contains its own definitions, exclusions and conditions. These take precedence over any definitions, exclusions and conditions in any other section of this policy unless otherwise stated.

Definitions

Appointed Representative

The preferred law firm, law firm, Tax Consultancy, accountant or other suitably qualified person We will appoint to act on the Insured Person's behalf.

Business Premises

As shown in the Schedule.

Costs and Expenses

1. All reasonable and necessary costs chargeable by the Appointed Representative and agreed by Us in accordance with the DAS Standard Terms of Appointment.
2. The costs incurred by opponents in civil cases if the Insured Person has been ordered to pay them, or the Insured Person pays them with Our agreement.

Countries Covered

1. For insured incidents Legal defence (excluding Statutory notice appeals and Disciplinary hearings), and Personal injury the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
2. For all other insured incidents the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands.

Cross-Tax Enquiry

A full enquiry which includes a review of Value Added Tax and/or Employer Compliance.

DAS Standard Terms of Appointment

The terms and conditions (including the amount We will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

Date of Occurrence

1. For civil cases (other than under insured incident Tax protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You or an Insured Person first became aware of it.)
2. For criminal cases, the date the Insured Person began, or is alleged to have begun, to break the law.
3. For insured incident Statutory licence appeal, the date when You first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence, mandatory registration or British Standard Certificate of Registration.
4. For insured incident Tax protection, the date when HM Revenue & Customs, or the relevant authority, first notifies You of its intention to carry out an enquiry. For VAT or employer compliance disputes, the date the dispute arises during the Period of Insurance.
5. For insured incident Legal defence Statutory notice appeals, the date when the Insured Person is issued with the relevant notice and has the right to appeal.

Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning Your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

Full Enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of Your tax affairs and includes a request to examine all Your books and records. Excludes an examination limited to one or more specific aspects of Your self assessment and/or corporation tax return. Please refer to the definition for Aspect Enquiry.

Insured Person

You and the directors, partners, managers, employees and any other individuals declared to Us by You.

Preferred Law Firm or Tax Consultancy

A law firm, barristers' chambers or tax expert We choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with Our agreed service standard levels, which We audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

Reasonable Prospects

1. For civil cases, the prospects that the Insured Person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that We have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least fifty one per cent (51%). We, or a

Preferred Law Firm or Tax Consultancy on Our behalf, will assess whether there are Reasonable Prospects.

2. For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least fifty one per cent 51%.

Tax Enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

1. includes a request to examine any aspect of Your books and records; or
2. advises of a check of Your whole tax return.

The Property

The Property, as stated in the schedule, which is owned by or is the responsibility of the policyholder and which is let under a business or commercial lease or tenancy agreement.

VAT Dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to Your VAT affairs.

We, Us, Our, DAS

DAS Legal Expenses Insurance Company Limited.

You, Your

The Business that has taken out this Policy (shown as the Insured in the policy Schedule).

Our agreement

This Policy, the Policy Schedule and any endorsement shall be considered as one document. We agree to provide the insurance described in this Policy for the Insured Person in respect of any insured incident arising in connection with the Business shown in the Schedule, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1. Reasonable Prospects exist for the duration of the claim
2. the Date of Occurrence of the insured incident is during the Period of Insurance; or
3. during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - a) the previous legal expenses insurance policy required You to report claims during its currency;
 - b) You could not have notified a claim previously as You could not have reasonably been aware of the insured incident;
 - c) cover has been continuously maintained in force;
 - d) We will not cover any claim that should have been covered under a previously operative legal expenses insurance policy
 - e) the available limit of indemnity shall be limited to the lesser of the sums payable under this or Your previous policy

4. any legal proceedings will be dealt with by a court, or other body which We agree to, within the countries covered; and
5. the insured incident happens within the countries covered.

What we will pay

We will pay an Appointed Representative, on Your behalf, Costs and Expenses incurred following an insured incident, and any compensation awards that We have agreed to, provided that:

1. the most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is GBP one hundred thousand (£100,000)
2. the most We will pay in Costs and Expenses is no more than the amount We would have paid to a Preferred Law Firm. The amount We will pay a law firm (where acting as an Appointed Representative) is currently £100 per hour. This amount may vary from time to time.
3. in respect of an appeal or the defence of an appeal, You must tell Us within the time limits allowed that You want to appeal. Before We pay the Costs and Expenses for appeals, We must agree that Reasonable Prospects exist
4. for an enforcement of judgment to recover money and interest due to You after a successful claim under this policy, We must agree that Reasonable Prospects exist
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most We will pay in Costs and Expenses is the value of the likely award; and
6. in respect of Legal Defence, Jury service and court attendance the maximum We will pay is the Insured Person's net salary or wages for the time that the Insured Person is absent from work less any amount the court pays.

What we will not pay

1. In the event of a claim, if You decide not to use the services of a Preferred Law Firm or Tax Consultancy, You will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by Us.
2. The total of the compensation awards payable by Us shall not exceed GBP one million (£1,000,000) in any one Period of Insurance.
3. The first GBP five hundred (£500) of any contract dispute claim where the amount in dispute exceeds GBP five thousand (£5,000).
4. We will not pay more than GBP two thousand (£2,000) for claims in respect of Aspect Enquiries.
5. We will not pay the first GBP two hundred (£200) of Costs and Expenses of each and every claim in respect of Aspect Enquiries.

Insured incidents

Employment disputes and compensation awards

1. Employment Disputes

Costs and Expenses to defend your legal rights:

- a. before the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- b. in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- c. in legal proceedings in respect of any dispute relating to:
 - I. a contract of employment with you; or
 - II. an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

What is not covered

A claim relating to the following:

- a. damages for personal injury or loss of or damage to property
- b. Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations.

2. Compensation awards

We will pay:

- a. any basic and compensatory award; and/or
- b. an order for compensation following a breach of Your statutory duties under employment legislation in respect of a claim We have accepted under insured incident 1.

Provided that:

- a. in cases relating to performance and/or conduct, You have throughout the employment dispute either:
 - I. followed the ACAS Code of Disciplinary and Grievance Procedures; or
 - II. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - III. sought and followed advice from our legal advice service (telephone number 0844 893 0859)
- b. for an order of compensation following Your breach of statutory duty under employment legislation You have at all times sought and followed advice from our legal advice service since the date when You should have known about the employment dispute (telephone number above)
- c. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, You have sought and followed advice from Our Claims Department before starting any redundancy process or procedure with Your employees (telephone number above)
- d. the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by Us.

Please note that the total of compensation awards payable by Us is GBP one million (£1,000,000) in any one Period of Insurance. Please see What We will not pay 2.

What is not covered:

- a. Any compensation award relating to the following:
 - I. trade union activities, trade union membership or non-membership;
 - II. pregnancy or maternity rights, paternity, parental or adoption rights;
 - III. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - IV. statutory rights in relation to trustees of occupational pension schemes.
- b. Non-payment of money due under a contract of employment or a statutory provision.
- c. Any award ordered because you have failed to provide relevant records to employees under National Minimum Wage legislation.
- d. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
- e. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

3. Employee civil legal defence

Costs and Expenses to defend the Insured Person's (other than Your) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- a. under legislation for unlawful discrimination; or
- b. as trustee of a pension fund set up for the benefit of Your employees.

Please note that We will only provide cover for an Insured Person (other than you) at Your request.

4. Service occupancy

Costs and Expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which You are responsible.

What is not covered

Any claim relating to defending Your legal rights other than defending a counter-claim.

Legal Defence

Costs and Expenses to defend the Insured Person's legal rights:

1. Criminal pre-proceedings cover

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence.

What is not covered:

A claim related to the following:

- a. prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Please note this exclusion applies to sections 1 and 2 of the Legal defence cover.

2. Criminal prosecution defence

Following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.

Please note We will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the Business shown in the schedule. Please see Our Agreement.

3. Data protection and information Commissioner registration

- a. if civil action is taken against the Insured Person for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the Insured Person under section 13 of the Data Protection Act 1998.
- b. In an appeal against the refusal of the Information Commissioner to register Your application for registration.

Please note We will not cover the cost of fines imposed by the Information Commissioner. Please see exclusion 3 under section 7a.

4. Wrongful arrest

If civil action is taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

5. Statutory notice appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting Your Business.

What is not covered:

- a. an appeal against the imposition or terms of any Statutory Notice issued in connection with Your licence, mandatory registration or British Standard Certificate of Registration
- b. a Statutory Notice issued by an Insured Person's regulatory or governing body.

6. Jury and Court Attendance

An Insured Person's absence from work:

- a. to perform jury service
- b. to attend any court or tribunal at the request of the Appointed Representative.

The maximum We will pay is the Insured Person's net salary or wages for the time that they are absent from work less any amount You, the court or tribunal, have paid them.

7. Disciplinary hearings

If an event results in a disciplinary case brought against the Insured Person by the relevant authority.

Provided that:

- a. for claims relating to the Health and Safety at Work etc. Act 1974 the countries covered shall be any place where the Act applies
- b. at the time of the insured incident, you have registered with the Information Commissioner in respect of insured incident Data protection and Information Commissioner registration
- c. you request us to provide cover for the Insured Person.

Statutory Licence Appeal

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel Your licence, mandatory registration or British Standard Certificate of Registration.

What is not covered

A claim relating to the following:

1. assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
2. the ownership, driving or use of a motor vehicle.

Contract Disputes

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by You or on Your behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

1. the amount in dispute exceeds GBP five hundred (£500) (incl. VAT). If the amount in dispute exceeds GBP five thousand (£5,000) (incl. VAT), You will be responsible for the first GBP five hundred (£500) of Costs and Expenses in each and every claim
2. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed GBP five hundred (£500) (incl. VAT)
3. if the dispute relates to money owed to You, a claim under the policy is made within ninety (90) days of the money becoming due and payable.

What is not covered

A claim relating to the following:

1.
 - a. the settlement payable under an insurance policy (We will cover a dispute if Your insurer refuses Your claim, but not for a dispute over the amount of the claim)
 - b. the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, We will cover a dispute with a professional adviser in connection with these matters
 - c. a loan, mortgage, pension, guarantee or any other financial product and choses in action
 - d. a motor vehicle owned by, or hired or leased to You other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles
2. a dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with You
3. a dispute which arises out of the:
 - a. sale or provision of computer hardware, software, systems or services; or
 - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to Your own specification
4. a dispute arising from a breach or alleged breach of professional duty by an Insured Person
5. the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

Property Protection

A civil dispute relating to material property which is owned by You, or is Your responsibility following:

1. any event which causes physical damage to such material property; or
2. a legal nuisance (meaning any unlawful interference with Your use or enjoyment of Your land, or some right over, or in connection with it); or
3. a trespass.

Please note that You must have established the legal ownership or right to the land that is the subject of the dispute.

What is not covered:

A claim relating to the following:

1. a contract You have entered into
2. goods in transit or goods lent or hired out
3. goods at premises other than those occupied by You unless the goods are at the premises for the purpose of installations or use in work to be carried out by You
4. mining subsidence
5. defending Your legal rights but We will cover defending a counter-claim
6. a motor vehicle owned or used by, or hired or leased to an Insured Person (other than damage to motor vehicles where You are in the business of selling motor vehicles)
7. the enforcement of a covenant by or against You.

Personal Injury

At Your request, We will pay Costs and Expenses for an Insured Person's and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

What is not covered:

A claim relating to the following:

1. any illness or bodily injury that happens gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an Insured Person's or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.

Debt Recovery

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

1. the debt exceeds GBP five hundred (£500) (incl. VAT);
2. a claim is made within ninety (90) days of the money becoming due and payable
3. We have the right to select the method of enforcement, or to forego enforcing judgment if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgment;

What is not covered:

A claim relating to the following:

1.
 - a. the settlement payable under an insurance policy
 - b. the sale, purchase, terms of a lease, licence, or tenancy of land or buildings
 - c. a loan, mortgage, pension, guarantee or any other financial product and choses in action
 - d. a motor vehicle owned by, or hired or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles
2. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
3. the recovery of money and interest due from another party where the other party indicates that a defence exists
4. any dispute which arises from debts You have purchased from a third party.

Tax Protection

1. A tax enquiry
2. An employer compliance dispute
3. A VAT dispute

Provided that:

You have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note we will only cover tax claims which arise in direct connection with the activities of the business shown in the schedule.

What is not covered:

1. Any claim relating to a tax avoidance scheme.
2. Any failure to register for Value Added Tax or Pay As You Earn.
3. Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
4. Any claim relating to import or excise duties and import VAT.
5. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Lease Disputes

We will negotiate for Your legal rights in a dispute with Your tenant arising from a breach or alleged breach of the lease or tenancy agreement applying to The Property.

Provided that:

The amount in dispute exceeds GBP two hundred and fifty £250.

What is not covered:

A claim relating to the following:

1. the recovery of money and interest due from a tenant other than disputes where the tenant intimates that a defence exists
2. a dispute arising from or relating to the renewal of the lease or tenancy agreement, a rent review or the supply of services by or through You
3. any claim if The Property is let under an assured shorthold tenancy, a short assured tenancy or an assured tenancy as defined by the Housing Act 1988 or Housing (Scotland) Act 1988.

Tenancy Disputes

We will negotiate for Your legal rights in respect of a dispute between You and Your landlord relating to premises leased or rented by You.

What is not covered

Any dispute arising from or relating to rent or service charges or renewal of the tenancy agreement.

Exclusions

1. Any claim reported to Us more than 180 days after the date the Insured Person should have known about the insured incident.
2. Costs and Expenses incurred before Our written acceptance of a claim.
3. Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents Employment disputes and compensation awards and Legal defence.
4. Legal action an Insured Person takes which We or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders Us or the Appointed Representative.
5. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
6. Any insured incident deliberately or intentionally caused by an Insured Person.
7. Any claim relating to rights under a franchise or agency agreement entered into by You.
8. A dispute with Us not otherwise dealt with under Policy condition 8.
9. Any claim relating to a shareholding or partnership share in the Business shown in the Policy Schedule.
10. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
11. Nuclear, war and terrorism risks:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c. war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
 - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
12. Any claim where either at the start of, or during the course of a claim, You:
 - a. are declared bankrupt
 - b. have filed a bankruptcy petition
 - c. have filed a winding-up petition
 - d. have made an arrangement with your creditors
 - e. have entered into a deed of arrangement
 - f. are in liquidation
 - g. part or all of Your affairs or property are in the care or control of a receiver or administrator.
13. Any claim where legal action resulting from one or more event arising at the same time or from the same originating cause which could lead to the court making a Group Litigation Order.
14. Any claim relating to written or verbal remarks that damage the Insured Person's reputation.
15. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
16. Any claim where an Insured Person is not represented by a law firm, barrister or tax expert.

Section 7b - Residential property let legal protection

Definitions

Hotel Expenses

Up to £150 per day to cover the cost of Your accommodation for a maximum of 30 days while You are seeking possession of Your Property.

The Property

The property as stated in the schedule, let under an assured shorthold tenancy, a short assured tenancy or an assured tenancy, as defined by the Housing Act 1988 or the Housing (Scotland) Act 1988.

Rent Arrears

Unpaid rent that:

1. is owed to You under a tenancy agreement; or
2. would have been owed to You but for the breach of a tenancy agreement to let Your property: where We have accepted Your claim under insured incident Repossession.

Storage Costs

£10 per day to store Your personal possessions for a maximum of four weeks after the termination of Your tenancy agreement while You are unable to reoccupy Your property.

Our agreement

We agree to provide the insurance in section 7b of the policy, as long as:

1. the premium has been paid; and
2. the Date of Occurrence of the insured incident is during the Period of Insurance; and
3. any legal proceedings will be dealt with by a court, or other body which We agree to, in the countries covered; and
4. reasonable prospects exist for the duration of the claim.

What we will pay

For an insured incident under section 7a of the Policy We will pay Your:

1. Hotel Expenses;
2. Cost and Expenses, including Cost and Expenses to make or defend an appeal provided that:
 - a. You tell Us within the time limits allowed that You want Us to appeal; and
 - b. We agree that it is always more likely than not that the appeal will be successful;
3. Opponents' Costs;

4. Rent Arrears, payable by Us 30 days in arrears as shown under insured incident Rent Arrears;
5. Storage Costs.

The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.

What we will not pay

In the event of a claim, if You decide not to use the services of a Preferred Law Firm, You will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by Us.

Insured incidents

Repossession

We will negotiate for the following:

1. England, Wales and Scotland

Your legal rights in trying to get possession of Your Property that You have let under:

- a. an assured shorthold tenancy;
- b. a short assured tenancy; or
- c. an assured tenancy.

These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988. Your legal rights in trying to get possession of Your property if You have let Your property to a limited company or partnership and Your property has been let for people to live in.

Your legal rights in trying to get possession of Your Property if You have let Your property and You live in Your property as the landlord.

2. Northern Ireland

Your legal rights in trying to get possession of Your property that You have let to which The Private Tenancies Order 2006 applies.

Provided that

- a. For both 1. and 2. You must give the tenant the correct notices telling him or her that You want possession of Your Property.
- b. All posted pre-agent notices and pre-proceeding notices must be sent by recorded-delivery post.

What is not covered:

Any claim to repossess Your property because Your tenant has behaved anti-socially.

Property Damage

We will negotiate for your legal rights after an event which causes physical damage to Your Property. The amount in dispute must be more than £1,000.

Eviction Of Squatters

We will negotiate for Your legal rights to evict anyone who is not Your tenant or ex-tenant from Your Property and who has not got Your permission to be there.

Rent Recovery

We will negotiate for Your legal rights to recover rent owed by Your tenant for Your property if it has been overdue for at least one calendar month.

Provided that:

- a. If You accept payment (or part payment) of rent arrears from the tenant of Your Property, You must be able to provide proof that You have warned the tenant that it does not prevent You taking further action against them under this policy.
- b. Where the tenant is a limited company, You must first seek advice from the Appointed Representative before accepting payment of rent arrears.

Rent Arrears

- a. We will pay your rent arrears while your tenant or ex-tenant still occupies the property
- b. If after vacant possession the property needs damage repaired to enable you to re-let it We will pay 50% of your rent arrears for a maximum of three months or until the property is re-let, whichever happens first.

Provided that:

In both a. and b. you have

- I. obtained a satisfactory reference* for each tenant and each guarantor from a licensed referencing service before the tenancy started; and
- II. a detailed inventory of the contents and condition of the property (with supporting photographs) which the tenant has signed; and
- III. kept clear and up to date rental records; and provided that We have accepted your claim under Insured Incident Repossession.

*The reference must include: written references from a previous managing agent or landlord; an employer (or any other financial source); and a credit history check (including the Enforcement of Judgments Office, County Court Judgments and bankruptcy).

What is not covered:

Rent arrears once the property is re-let

Exclusions

1. Any claim reported to Us more than 90 days after the date You should have known about the insured incident.
2. Any Costs and Expenses, Hotel Expenses or Storage Costs that are incurred before We agree to pay them.
3. Any disagreement with Your tenant when the Date of Occurrence is within the first 90 days of the First Period of Insurance and the tenancy agreement started before the start of this policy.
4. Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of Your Property or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
5. Any claim relating to someone legally taking Your Property from You, whether You are offered money or not, or restrictions or controls placed on Your Property by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
6. Any claim relating to subsidence, mining or quarrying.
7. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
8. Fines, penalties, compensation or damages which You are ordered to pay by a court or other authority.
9. Any claim caused by, contributed to by or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c. war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
 - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
10. A dispute with Us not otherwise dealt with under Policy condition 8.
11. Legal action an Insured Person takes which We or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders Us or the Appointed Representative.
12. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
13. Any claim where You are not represented by a law firm, barrister or tax expert.

Conditions

The following conditions are applicable to section 7a & section 7b

1. Your representation
 - a. On receiving a claim, if representation is necessary, We will appoint a Preferred Law Firm, Tax Consultancy or in-house lawyer as Your Appointed Representative to deal with Your claim. They will try to settle Your claim by negotiation without having to go to court.

- b. If the appointed Preferred Law Firm, Tax Consultancy or our in-house lawyer cannot negotiate settlement of Your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then you may choose a law firm or tax expert to act as the Appointed Representative. We will choose the Appointed Representative to represent You in any proceedings where We are liable to pay a compensation award.
- c. If you choose a law firm as Your Appointed Representative who is not a Preferred Law Firm or Tax Consultancy, We will give Your choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or Tax Consultancy. However if they refuse to act on this basis, the most We will pay is the amount We would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount We will pay a law firm (where acting as the Appointed Representative) is currently £100 per hour. This amount may vary from time to time.
- d. The Appointed Representative must co-operate with Us at all times and must keep Us up to date with the progress of the claim.

2. Your responsibilities

An Insured Person must:

- a. co-operate fully with Us and the Appointed Representative;
- b. give the Appointed Representative any instructions that We ask You to.

3. Offers to settle a claim

- a. An Insured Person must tell Us if anyone offers to settle a claim and must not negotiate or agree to any settlement without Our written consent.
- b. If an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses.
- c. We may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an Insured Person must allow Us to take over and pursue or settle a claim in their name. An Insured Person must allow Us to pursue at our own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give Us all the information and help We need to do so.
- d. Where a settlement is made on a without-costs basis We will decide what proportion of that settlement will be regarded as Costs and Expenses and payable to Us.

4. Assessing and recovering costs

- a. An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if We ask for this.
- b. An Insured Person must take every step to recover Costs and Expenses and court attendance and jury service expenses that We have to pay and must pay Us any amounts that are recovered.

5. Cancelling an Appointed Representative's appointment

If the Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses the Appointed Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Appointed Representative.

6. Withdrawing cover

If an Insured Person settles a claim or withdraws their claim without Our agreement, or does not give suitable instructions to the Appointed Representative, We can withdraw cover and will be entitled to reclaim any Costs and Expenses We have paid.

7. Expert opinion

We may require You to get, at Your own expense, an opinion from an expert, that We consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by Us and the cost agreed in writing between You and Us. Subject to this We will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between You and Us about the handling of a claim and it is not resolved through Our internal complaints procedure and You are a small business, You can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by You and Us. If there is a disagreement over the choice of arbitrator, We will ask the Chartered Institute of Arbitrators to decide.

9. Keeping to the Policy terms

An Insured Person must:

- a. keep to the terms and conditions of this policy
- b. take reasonable steps to avoid and prevent claims
- c. take reasonable steps to avoid incurring unnecessary costs
- d. send everything We ask for in writing, and
- e. report to Us full and factual details of any claim as soon as possible and give Us any information We need.

10. Fraudulent claims

We will, at Our discretion, void the Policy (make it invalid) from its start date or from the date of claim, or alleged claim, or We will not pay the claim if:

- a. a claim the Insured Person has made to obtain benefit under this Policy is fraudulent or intentionally exaggerated, or
- b. a false declaration or statement is made in support of a claim.

11. Claims under this Policy by a third party

Apart from Us, You are the only person who may enforce all or any part of this Policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third-party rights or interest.

12. Other insurances

If any claim covered under this Policy is also covered by another policy, or would have been covered if this Policy did not exist, We will only pay Our share of the claim even if the other insurer refuses the claim.

13. Law that applies

This Policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where Your business is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this Policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Important information

The Policy is administered by Marsh Limited t/a Victor Insurance in accordance with the authority granted under binding authority UMR B6839P18037AAA

Marsh Limited t/a Victor Insurance. Registered Office: 1 Tower Place West, Tower Place, London, EC3R 5BU. Registered in England No: 931954. Authorised and regulated by the Financial Conduct Authority.

Your right to cancel

The Insured's right to cancel If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. The Company will return any premium paid in accordance with General Condition – Cancellation.

Complaints

In the event that you wish to make a complaint you may contact us at the address below:

Chief Underwriting Officer, Victor Insurance, Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

In respect of Sections 1 to 5, should you remain dissatisfied with the response that you receive from us, you may if you wish, refer your complaint to Lloyd's. Lloyd's will investigate the matter and provide a final response. Lloyd's contact details are as follows:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Website: www.lloyds.com/complaints

Ultimately, should you remain dissatisfied with Lloyd's final response and in respect of Section 6 or 7, you may, if eligible, refer your complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The FOS's contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Telephone: +44 (0)300 123 9 123
Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Making a claim

To make a claim under any section of cover other than section 6 Engineering machinery breakdown or section 7 Legal expenses please contact our claims helpline, which is available 24 hours a day, 365 days a year:

Telephone: 0344 856 2439

You may also email us at:

newclaims.victor@davies-group.com

If your claim is relating to section 6 – Engineering machinery breakdown please contact HSB Engineering Insurance Limited:

Claims Department
HSB Engineering Insurance Limited
Chancery Place
50 Brown Street
Manchester
M2 2JT

Telephone: 0330 100 3432
Email: new.loss@hsbeil.com

If your claim is relating to section 7 – Legal expenses please contact DAS Legal Expenses Insurance Company Ltd:

0117 934 2183 please quote policy number TS5/6835668 and Victor Insurance

Important note:

Please do not ask for help from a lawyer, accountant or anyone else before we have agreed that you should do so. If you do, we will not pay the costs involved even if we accept the claim.



www.victorinsurance.co.uk

Victor Insurance is a trading name of Marsh Ltd.
Registered in England and Wales Number: 1507274,
Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU.
Marsh Ltd is authorised and regulated by the Financial Conduct Authority.