VICTOR

Insurance-Desk Services
we've got it covered...

Real Estate

Property Owners Flex

Contents

Contents 1
Free helpline services 2
Online law guide and document drafting 4
The Contract of insurance 5
How to Make a Complaint 7
Making a claim 9
General conditions 13
Claims conditions 18
General exclusions 22
Section 1 – Buildings & Contents 25
Section 2 - Loss of rental income 41
Section 3 - Property owners liability 47
Section 4 - Engineering machinery breakdown 56
Section 5a – Commercial legal protection 66
Section 5b - Residential property let legal protection 80

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 for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

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** may record all calls

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 the United Kingdom of Great Britain and Northern Ireland, 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.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **We** will arrange to 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 0344 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 if they are aged 18 (or aged between 16 and 18 and in full-time employment) or over including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these onward 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.

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ID Theft Helpline for Directors or Partners Call 0344 848 7071

We will provide **Your** Directors or Partners with detailed guidance and advice over the phone about being or becoming a victim of Identity Theft.

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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

What is DASbusinesslaw?

DASbusinesslaw contains a range of how-to business and legal step-by-step tools, guides, document templates, interactive checklists and infographics to help **Your Business**. Developed by solicitors and tailored by **You** using **Our** smart document builders **You** can create ready-to-sign contracts, agreements and letters in minutes.

How do I get started?
visit dasbusinesslaw.co.uk

enter DASBMAR100 into the 'voucher code' text box and press *Validate Voucher* fill out **Your** name and email address, create a password, and specify what type of business **You** have validate **Your** email address by pressing the link in the confirmation email that **You** receive.

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The Contract of insurance

The **Policy** the **Schedule** and any endorsement(s) should be read together and form the contract of insurance between the **Insured** and the **Company**.

In consideration for **You** paying the premium mentioned in the **Schedule** the **Company** agree to insure **You** in the manner and to the extent provided for in the respective Sections specified as operative in the **Schedule** in respect of events occurring, in connection with the **Business**, during the **Period of Insurance** set out in the **Schedule** or any subsequent period for which **You** pay and the **Company** accept the premium required.

The Underwriters

This **Policy** is administered and underwritten by Victor Insurance, a trading name of Marsh Ltd, on behalf of the following Insurers (referred to collectively as the "Underwriters"), in accordance with the authority granted under:

Binding Authority Agreement Number / UMR	Section	Underwriter	Proportion
B1011ASEVICTOR19	Sections 1, 2, 3	AXIS Specialty Europe SE is authorised by the Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1, DO1 F7X3 and is registered in the Companies Registration Office in Ireland under number 353402SE with registered office at Mount Herbert Court, 34 Upper Mount Street, Dublin 2, Ireland. AXIS Specialty Europe SE is an indirect subsidiary of AXIS Capital Holdings Limited, a Bermuda registered Company listed on the New York Stock Exchange.	70%
B6135VI011228820	Sections 1, 2, 3	Victor Syndicate 2288 is managed by Asta Managing Agency Ltd. Asta Managing Agency Ltd (company registration number 1918744) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Asta Managing Agency Ltd is registered at 5th Floor, Camomile Court, 23 Camomile Street, London EC3A 7LL, United Kingdom.	30%

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VI016/VICTHSB01082019	Section 4	HSB Engineering Insurance Limited, registered in England and Wales: 02396114 and registered as a branch in Ireland: 906020. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered address: New London House, 6 London Street, London EC3R 7LP	100%
VI015/TS5/6835668	Section 5	DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, Company Number 103274 DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) 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).	100%

The subscribing Underwriters' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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How to Make a Complaint

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. In the event that you remain dissatisfied and wish to make a complaint, you can do so by writing to the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU. If appropriate your complaint may ultimately be handled by the insurer or a third party acting on the insurers' behalf. If this is the case we will notify you upon receipt of your complaint. Making a complaint does not affect your right to take legal action.

If you are not happy with the outcome of your complaint, you may have the right to ask the Financial Ombudsman Service (FOS) to review your case. You will need to contact them within six months of the date of our final decision letter.

You can also ask the Ombudsman to review your case if we have not provided you with a final decision within eight weeks of receiving your complaint.

The Ombudsman can help with most complaints if you are:

- A consumer;
- A micro enterprise employing fewer than ten persons that has an annual turnover and/or balance sheet total that does not exceed €2 million*;
- A charity which has an annual income of less than £6.5 million*;
- A trustee of a trust which has a net asset value of less than £5 million*;
- (in relation to consumer buy-to-let business) a buy-to-let consumer;
- A small business (which is not a micro enterprise) which has an annual turnover of less than £6.5 million and (i) employs fewer than 50 persons or (ii) has a balance sheet total of less than £5 million*;
- A guarantor

* at the time you refer your complaint

If you are unsure whether the ombudsman will consider your complaint, or for more information, please contact the Ombudsman directly on 0800 023 4567 or visit the FOS website at www.financial-ombudsman.org.uk

The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

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Financial Services Compensation Scheme

Should **We** be unable to meet **Our** liabilities **You** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **Your Business** and the circumstances of the claim.
Further information is available from the Financial Services Compensation Scheme.
Their telephone number is **0800 078 1100** or **0207 741 4100.** Alternatively, more information can be found at **www.fscs.org.uk**.

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Making a claim

To make a claim under any section of cover other than section 4 Engineering machinery breakdown or section 5 Legal Expenses:

Adjusting Associates LLP
Telephone: 01443 229513
Facsimile: 01443 229995
Email: claims@adjustingassociates.com

Emergency 24/7 Out of Office Number: 01724 761378

Claims in writing should be directed to:

Adjusting Associates LLP
Units 1 & 2, Ground Floor
Magden Park
Llantrisant
Rhondda Cynon Taff
CF72 8XT

Adjusting Associates LLP handle claims on behalf of AXIS Specialty Europe SE Professional staff are available to assist **You** whether you need a claim form, advice on emergency repairs or any other aspect of your claim.

Alternatively, if **You** prefer, please contact **Your** insurance advisor.

To enable **Your** claim to be dealt with quickly **Your** Insurer will require **You** to provide them with assistance and evidence that they require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- **Your** name, address and telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details/Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

If your claim is relating to section 4 – Engineering machinery breakdown please contact HSB Engineering Insurance Limited:

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

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

If **Your** claim is relating to section 5 – Legal expenses please contact DAS Legal Expenses Insurance Company Ltd:

0117 934 2183 and quote **Policy** NumberTS5/6835668 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.

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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 will have that meaning wherever it appears when commencing with a capital letter and in bold print 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 Underwriters".

Condition Precedent
A condition of this **Policy** where non-compliance (provided that such non-compliance is material to the loss) means the claim will not be paid and any payment on account of the claim already made by the **Company** must be repaid to the **Company**.

Damage
Loss, destruction or damage.

Employee(s)
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** will 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**.

Liquidated Damages
Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract at the time the contract was made.

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Location(s)
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, or until cancelled.

Policy
This **Policy** including the sections shown as operative in 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 property specified in the **Schedule**, used or held in connection with the **Business**, which either belongs to the **Insured** or for which the **Insured** is responsible.

Punitive or Exemplary Damages
Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.

Schedule
The document showing the name of the **Insured**, the **Premises**, the **Sum(s) Insured**, the **Period of Insurance** and the sections of this insurance which apply.

Sum(s) Insured
The sum(s) 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 of any **Location** 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.

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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 must advise their broker, intermediary or agent who will advise 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 advising their broker, intermediary or agent who will advise the **Company**. Such cancellation will be effective no more than sixty (60) days after the date of contact.

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**. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance**, no refund for the unexpired portion of the premium will be given.

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) The **Company** will only cancel the **Policy** for a valid reason. Examples of valid reasons include but are not limited to:

- non payment of premium;
- a change in risk occurring which means that the **Company** can no longer provide **You** with insurance cover;

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- non-cooperation or failure to supply any information or documentation the **Company** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

c) 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.

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.

Instalments

Where the premium under this **Policy** is payable by instalments and the **Insured** fails to pay one or more instalments, the **Company** will contact the **Insured** at their last known address requesting payment within a specified period. If the **Insured** does not pay the outstanding premium within the timeframe specified the **Company** will cancel the **Policy** by giving seven (7) days' notice in writing to the **Insured**'s last known address. No refund of any previously paid premium instalments will be made.

Change of risk and interest

1. **You** must advise **Your** broker, intermediary or agent 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 this represents an increase in risk or not, provided that as soon as practicable after **You** become aware of the work or change **You** give notice to **Your** broker, intermediary or agent and pay and 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 is admitted by memorandum signed by or on behalf of the **Company**.

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Nothing contained in this **Policy** gives any person, persons, Limited or Public Limited Company or Limited Liability Partnership other than **You** any right against the **Company** except for a person, persons, Limited or Public Limited Company or Limited Liability Partnership to whom the **Policy** has been transferred and who has been approved by the **Company**.

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 term 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.

The Duty of Fair Presentation of the Risk

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on information **You** have provided. **You** have a duty prior to the inception or renewal of this **Policy** or prior to any agreed variation to this **Policy**, to inform **Us** of every material circumstance that **You** know or ought to know, in a way that is reasonably clear and accessible to **Us**. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium).

For the purposes of 'every material circumstance' mentioned above, **You** are expected to know the following:

1. If **You** are an individual, what is known to the individual and anybody who is responsible for arranging **Your** insurance.
2. If **You** are not an individual, what is known to anybody who is part of **Your** senior management; or anybody who is responsible for arranging **Your** insurance.
3. Whether **You** are an individual or not, what should reasonably have been revealed by a reasonable search of information available to **You**. The information may be held within **Your** organisation, or by any third party (including but not limited to the broker, subsidiaries, affiliates or any other person who will be covered under the insurance). If **You** are insuring subsidiaries, affiliates or other parties, **We** expect that **You** will have included them in **Your** enquiries, and that **You** will inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

You also have a duty to answer any questions **We** have asked of **You** accurately and to ensure that any information provided by **You** is correct.

If **We** establish that **You** deliberately or recklessly provided **Us** with false information **We** will treat this insurance as if it never existed, decline all claims and retain the premium.

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If **You** are in breach of **Your** duty in providing **Us** with the information **We** have relied upon in accepting this insurance and setting its terms, but **Your** breach was not deliberate or reckless, **We** may:

- Treat this insurance as if it never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** would not have offered **You** insurance cover had **You** provided **Us** with complete and accurate information; or
- Amend the terms of this insurance. **We** will then apply these amended terms as if they were already in place at the time of the circumstances giving rise to a claim; and/or
- Reduce the amount paid on a claim in the proportion the premium paid bears to the premium **We** would have charged. For example, if the premium would have been 25% higher based on the correct terms, a claim payment will be reduced by 25%;

You will be advised in writing if **We**:

- Intend to treat this insurance as if it never existed; or
- Need to amend the terms of this insurance; or
- Intend to reduce the amount that would be paid on any claim.

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**.

Reasonable precautions

The **Insured** must:

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

Terms not relevant to the actual loss

Where there has been a failure to comply 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,

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then the **Company** agrees that the **Company** cannot rely on the breach to exclude, limit or discharge their liability under this **Policy** if **You** show that the failure to comply with such 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** must:

1. notify the **Company,** via **Your** broker, intermediary or agent, in writing as soon as reasonably practicable if any building or part of any building becomes **Vacant or Disused**. The **Company** has 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 the vicinity of the Buildings from the **Location**;

5. maintain a log of inspections for at least 12 months;

6. for the period of 1st October until 31st March inclusive the main services are turned off and the water system is drained except:
   a) electricity when needed to maintain any fire or intruder alarm system in operation; or
   b) water supply and heating system where a sprinkler system is in operation.

If the **Location** is **Vacant or disused** from inception or renewal then 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 considered 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, the same includes the plural when required by context. The masculine includes the feminine and vice versa.

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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** must:

1. Notify **Us** (See 'Making a Claim' section on page 7) as soon as reasonably practicable when becoming aware of any loss to which cover will attach under sections 1, 2, 3 or 4 or to any claim or circumstance to which cover will attach under section 5 and deliver at their own expense a claim in writing with such detailed particulars and proof 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 connected matters 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;

    c. forward to the **Company**, without delay, 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 attempted theft

    in 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** without delay all related documentation.

5. Take all reasonable action to minimise any interruption or interference to the **Business**.

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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. The **Company** will only request information relevant to the claim.

7. In respect of **Damage** caused by Accident, Breakdown or Collapse to Covered Equipment (as defined in section 4) 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 must be kept for inspection by the **Company**.

The rights of the Company

The **Company** will be entitled:

1. On the happening of any **Damage** in respect of which a claim is made under this **Policy** and without incurring any liability or diminishing any of the **Company**'s rights under this **Policy** to enter 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** must 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** must execute all such assignments and assurances of such property as may be reasonably required, but the **Insured** will not be entitled to abandon any property to the **Company**.

4. In the event of any Occurrence (as defined in section 3) resulting in any claim(s) under section 3, 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) or any lesser amount for which the claim(s) can be settled, following such payment, the **Company** will have no further responsibility in connection with such claim(s).

Fraudulent claims

1. If **You** make a fraudulent claim under this insurance, the **Company**:

   (a) are not liable to pay the claim; and

   (b) may recover from **You** any sums paid by the **Company** to **You** in respect of the claim; and

   (c) may by notice to **You** treat this insurance as having been terminated with effect from the time of the fraudulent act.

2. If the **Company** exercise their right under clause 1. (c) above:

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(a) The **Company** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Company**'s liability under this insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and

(b) The **Company** need not return any of the premiums paid.

Subrogation

The **Company** will be subrogated to the rights of recovery of the **Insured** against any third party. Accordingly, any claimant under this **Policy** must, 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** will not enforce any rights against:

1. Any **Tenant(s)** in respect of **Damage** to the part of the Buildings following the death 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** will 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 total 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** will 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.

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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 law at the time. Where any difference is by **Policy** Condition to be referred to arbitration, **You** may not take any legal action against the **Company** over the dispute before the arbitrator has reached a decision.

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.

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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 or any loss or expense resulting or arising from or any other costs or any legal liability of any 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. 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 will 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 3 – property owners' liability)

Damage to any property or any loss or expense resulting or arising from 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.

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For the purpose of this Exclusion:

a. **War** means 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** means 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** means 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. 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 will be upon the **Insured**.

War, government action and terrorism

(only applicable to section 3 – property owners' liability)

Any legal liability of any nature or any costs or expenses 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** means 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** means 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** means 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. 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 will be upon the **Insured**.

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Computer virus and Hacking

(not applicable to section 3 – property owners' 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 will 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** means 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** means 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** means fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, 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 3 – property owners' liability)

Damage caused by or arising from any kind of seepage or any kind of pollution or contamination.

Sanctions

The **Company** will 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.

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Section 1 – Buildings & Contents

Definitions

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

Building(s)

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 situated 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 situated at the **Location**.

Heave
Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

Landslip
Downward movement of sloping ground.

Settlement
Downward movement as a result of the ground being compressed by the weight of the **Buildings** within 10 years of construction.

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

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Subsidence
Downward movement of the ground beneath the **Buildings** where the movement is unconnected with the weight of the building.

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 from them;
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 from such vehicle, or any animal;
12. Escape of water from any automatic sprinkler installation excluding **Damage** arising from freezing in any **Buildings** which are **Vacant or Disused** unless the installation is operational with the prior agreement of the **Company**;
13. Theft or attempted theft excluding
    a. any loss which the **Insured** is able to recover from another source; and/or
    b. any loss caused by **Tenants** or their family and/or others who have lawful access rights to the **Premises**

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14. Accidental breakage of or **Damage** to fixed glass or fixed sanitary ware including the necessary 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 Effective Date (as shown in the **Schedule**)
    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(hidden defect), latent defects (fault that could not have been discovered through inspection), gradual deterioration, wear and tear but this will 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 related feed piping
        iii. mechanical or electrical breakdown or failure in respect of the particular machine, apparatus, or equipment, in which the breakdown or failure originates but this will not exclude:
            a) such **Damage** which itself arises from other **Damage** and is not otherwise excluded;
            b) 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:
            a) occurs in its entirety at a specific moment in time and place during any one **Period of Insurance**
            b) 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.

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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**;

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.

Cannabis Farms and Factories

We will cover you for **Damage** relating to **Your** property being used illegally as a Cannabis farm/factory

Provided that:

You or **Your** appointed representative have:

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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
iv. performed internal and external inspections of the **Premises** at least once every 6 months and maintain a log of these inspections which **You** retain for a minimum of 24 months
v. do not accept more than two months advanced payments of rent in cash
vi. written to advise any tenants who sub-let (were allowed in agreements) of the provisos i. to v. above when permitting any lettings they allow.

*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).

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. the date of exchange of contracts for premises newly acquired by the **Insured**;
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:

i. as soon as reasonably practicable the **Insured** notifies the **Company**, via their broker, intermediary or agent, in writing, of each premises and arrange specific cover with the **Company** and;
ii. the cover under this Extension will operate for a maximum period of 30 days from the date set out in 1 or 2 above, as applicable;
iii. this insurance will not apply in respect of any cause or cover otherwise excluded from these sections of the **Policy**;
iv. the **Company**'s liability for all losses or series of losses arising directly from the same originating cause will 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.
v. in respect of any **Location** purchased for refurbishment or redevelopment, Indemnity Value (as set out in the "Basis of Settlement" section for Section 1) applies in respect of **Buildings** and in respect of any premises purchased and due for demolition the basis of settlement will 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** has exchanged contracts (or missives concluded) to sell their interest in any **Building** insured the purchaser will, 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

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missives) and will be entitled to the benefit of the insurance under this section of this **Policy** in respect of such **Damage**. This condition will 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** advises 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

If Buildings are insured, as confirmed on the **Schedule,** Section 1 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 fifty thousand (£50,000) excluding VAT. The cover excludes the first GBP five hundred (£500) of each and every loss.

Drain clearance

The **Company** will pay the 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** covered under Section 1 of this **Policy**, subject to the liability of the **Company** not exceeding GBP five thousand (£5,000).

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

1. Following **Damage** covered under Section 1 of this **Policy**, 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 total 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 incurred by the **Insured** following **Damage** covered under Section 1 of this **Policy**, in respect of **Tenants**' debris subject to such costs being agreed with the **Company**'s written consent and not being otherwise recoverable by the

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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 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 ten thousand (£10,000); and

2. 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

Following **Damage** covered under Section 1 of this **Policy**, 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;

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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 Insured** been wholly destroyed;
4. All the terms and conditions of this section and of the **Policy** will 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 costs incurred by the **Insured** following covered under Section 1 of this **Policy**, 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**'s contracted maintenance company or the fire service.

Fly tipping

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

1. the **Company**'s liability not exceeding GBP five thousand (£5,000) for all losses or series of losses arising directly from the same originating cause and GBP fifteen thousand (£15,000) in total 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 to comply with all regulatory requirements appropriate to the property deposited.

Further investigation expenses

Where a **Building** has suffered **Damage** covered under Section 1 of this **Policy**, 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 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 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.

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Gardening equipment

The **Company** will indemnify the **Insured** in respect of **Damage** covered under Section 1 of this **Policy**, 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** notifies the **Company**, via their broker, intermediary or agent, in writing, of each location and arrange specific cover with the **Company**;
2. this insurance will 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 will 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 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 five hundred (£500) 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.

Malicious damage & theft or attempted theft by residential Tenants

The **Company** will indemnify the **Insured** against **Damage** caused by the malicious actions of a **Tenant** or their family occupying the **Buildings** or portion of any **Buildings** for residential purposes Excluding:

1. the first GBP five hundred (£500) of each and every claim or loss under this Extension for Malicious damage; and

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2. the first GBP two thousand five hundred (£2,500) of each and every claim or loss under this Extension for theft or attempted theft

Metered water, electricity and gas charges

The **Company** will pay the 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** covered under Section 1 of this **Policy**, except those costs in respect of any loss which has 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 five thousand (£5,000) for all losses or series of losses arising directly from the same originating cause.

Non invalidation

Mortgagees, freeholders and lessors will 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 as soon as possible when they become aware of such increase in risk and the **Insured** pays any additional premium required.

Professional fees

The **Company** will pay the costs of professional fees necessarily incurred in the rebuilding or repair of the **Buildings**, following **Damage** covered under Section 1 of this **Policy**, which will only include the 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 will 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 costs incurred by the **Insured** in removing wasp, bee, hornet or other harmful insects nests from **Buildings** insured by this **Policy** subject to the liability of the **Company** not exceeding GBP one thousand (£1,000) for all 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.

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Theft of the fabric of the Building

The **Company** will pay the 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 (£5,000) 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 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 will not exceed GBP ten thousand (£10,000) for all losses or series of losses arising directly from the same originating cause.

Tree Felling or Lopping

The **Company** will pay for costs incurred with their prior 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 GBP one thousand five hundred (£1,500) for any one claim and GBP five thousand (£5,000) in any one **Period of Insurance**. The **Excess** in respect of this extension is reduced to GBP fifty (£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 costs incurred by the **Insured** in ending the unauthorised occupation or possession.

The liability of the **Company** under this Extension will not exceed GBP two thousand five hundred (£2,500) for any one **Location** up to a maximum of GBP fifteen thousand (£15,000) 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.

The liability of the **Company** under this Extension will not exceed GBP five thousand (£5,000) for any one **Location**.

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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, without prejudice to the terms and conditions of this **Policy**.

Basis of settlement

In the event of **Damage** to the **Property Insured** under this section **Your Schedule** will confirm which one of the following basis of settlement applies:

Buildings

1. Day One (Non Adjustable)

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

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

Declared Value means:

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:

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

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

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b) **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**.

c) 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**, the liability of the **Company** 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.

d) **We** will not pay under this Clause:
(i) until **You** have incurred the cost of replacing or repairing the property
(ii) if **You**, or someone acting on **Your** behalf, have insured the property under another policy which does not have the same basis of reinstatement.

2. 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.

3. 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.

At the time of the **Damage**, the **Company** will take into account an allowance for age, wear and tear and depreciation in the settlement of a claim for repair or replacement. In the event the **Buildings** is damaged beyond repair, the amount **You** will receive is the amount the property would be sold at on the open market in its condition prior to the **Damage** occurring up to but not exceeding the **Sum Insured** (as shown on the **Schedule**). Should the replacement cost of the **Buildings** insured be of a total value in excess of the **Sum Insured** (as shown on the **Schedule**) on an indemnity value basis when any **Damage** occurs then **You** will be liable to pay a proportional share of the claims cost accordingly.

Contents

If the **Insured** claims for **Damage** to the **Contents** the **Company** will at their option repair, replace or pay for any article covered under this section.

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For total loss or destruction of any article the **Company** will pay the **Insured** the costs of replacing the article as new, as long as;

1. the new article is as close as possible to but not an improvement on the original article when it was new; and

2. the **Company** have authorised the cost of replacement.

If the **Company** are able to repair or replace any item(s) insured under this section but they agree to **Your** request for a cash settlement, the **Company** will not pay more than it would cost them to repair or replace the item(s0 using their network of suppliers.

The **Company** will not pay the cost of replacing or repairing any undamaged part of the **Contents** which form part of a pair, set or suite or part of a common design or function when the **Damage** is restricted to a clearly identifiable area or to a specific part.

The **Company** will not pay any more than the amount insured for the **Contents** of each **Location** shown in the **Schedule**.

If you are under-insured, which means the cost of replacing or repairing the **Contents** at the time of the **Damage** is more than **Your** amount insured for the **Contents**, then the **Company** will only pay a proportion of the claim. For example if **Your** amount insured only covers one half of the cost of replacing or repairing the **Contents**, the **Company** will only pay one half of the cost of repair or replacement.

Conditions (Applicable to Section 1)

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** will 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** will not be liable for any costs that would have been incurred by the **Insured** in the absence of such **Damage**.

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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

We will adjust the **Sum(s) Insured** (and the Declared Values where appropriate) of each item of **Property Insured** other than **Stock** and materials in trade in line with suitable indices of costs and the premium for renewal will be based on the adjusted amounts.

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**.

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.

Reinstatement

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.

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 will be considered to be one loss under the **Policy** for the purpose of the payment of any **Excess(es)**, the amount(s) of which the **Company** will 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 will be exclusive of such tax.

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Endorsements (Applicable to Section 1)

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.

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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** as a consequence of the **Damage** falls 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 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 as a result of the **Damage**.

2. **Additional increased cost of working**
   The further expenditure necessarily incurred as a result 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**.

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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 3 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 will 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.

Extensions

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

Business rates

The **Company** will pay the cost of further expenditure including but not limited to business rates payable to public authorities necessarily incurred by the **Insured** with the **Company**'s prior written consent solely as a result 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** notifies the **Company** in writing of each premises and arrange specific cover with the **Company**; and
2. this insurance will 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 will 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.

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Cost of re-letting

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

Disease, vermin, defective sanitary arrangements, murder and suicide

Loss as insured arising from the closure of the **Location** or any part of the **Location** 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, opthalmia 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 1. 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** will 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** will commence from the date on which the **Location** or any part of the **Location** 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** notifies the **Company**, via their broker, intermediary or agent, in writing, of each **Location** and arrange specific cover with the **Company**;
2. this insurance will 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 will 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.

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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.

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 as a result 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 **Location** or prevention of use of the **Location** as a result of an occurrence any of the Perils insured under section 1 in the immediate vicinity of the Buildings.

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 consecutive 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 will not exceed 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.

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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 or 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 will not exceed 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.

Conditions (Applicable to Section 2)

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.

Payments on account

Claims payments on account may be made to the **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 will 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 has been made or liability admitted under such insurance; or

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

except that this clause will 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.

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Section 3 - Property owners liability

Definitions

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

Aggravated Damages
Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.

Bodily injury
Bodily injury which includes 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 will not exceed the **Indemnity Limit** stated in the **Schedule**.

Occurrence(s)

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.

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Cover

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

1. all sums which the **Insured** becomes legally liable to pay as damages (including interest on such damages) 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 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 resulting from any deliberate act or omission; and/or
   b. fines or penalties of any kind; and/or

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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

Aside from 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** will not be liable:

1. for **Damage** to such vehicle or any property within; 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 will be limited to the **Indemnity Limit** stated in the **Schedule**; and/or
2. this Extension will 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** must, without delay, notify the **Company** (See 'Making a Claim' section on page 7) 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** will be supplied by the **Insured**.

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

1. if the **Insure**d have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide; and/or

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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 will be limited to the **Indemnity Limit** stated in the **Schedule**.

The indemnity provided by this Extension will 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.

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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 will 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 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 will 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 total in any one **Period of Insurance** and this amount will be inclusive of any defence costs and expenses and any other costs or expenses payable by the **Insured**.

Indemnity to others

The **Insured** also includes:

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 their respective capacity as such;

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c. indemnify any managing agent acting for and on behalf of the named **Insured** in connection with the **Business**.

Provided that such persons 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** retains sole conduct and control of any claim; and
2. the principal observes, fulfils, and is 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 will 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 will not apply to **Damage** by any cause against which the lease or tenancy agreement stipulates that insurance is 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 will not apply:

1. to 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 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

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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,** via their broker, intermediary or agent, in writing, during the **Period of Insurance.**

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 will 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 (Applicable to Section 3)

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 (Applicable to Section 3)

The **Company** will 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 attached trailer) 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 will not apply if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle;

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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 or Exemplary Damages** 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 will be considered to have occurred at the time such incident takes place; and
    b. the liability of the **Company** for all damages (including interest on such damages) payable in respect of all **Pollution or Contamination** which is considered to have occurred during any one **Period of Insurance** will not exceed in total 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 will 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**);

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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 will be considered 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.

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Section 4 - 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/endorsement 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** at the **Premises** specified in the **Policy Schedule** 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.

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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;
4. **Electronic Derangement**

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

Computer Media

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

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 cranage 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

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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**

Electronic Derangement

Malfunction of the **Computer Equipment** or electronic circuitry controlling or operating the **Covered Equipment** that is not accompanied by visible damage and requires replacement of one or more insured components of the **Covered Equipment** in order to restore it to its normal operation.

Electronic Derangement does not include

1. the rebooting, reloading or updating of software or firmware
2. the incompatibility of **Covered Equipment** with any software or equipment installed, introduced or networked within the previous 30 days
3. the **Covered Equipment** being of insufficient size, specification or capacity.

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

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and distribution transformer, switchgear, meter, cabling, telecommunications and monitoring device, building and converter housing (including fixtures and fittings), and security equipment.

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.

Service Provider

A business that the **Insured** hires under a written contract to perform services on its behalf in connection with the **Insured's Business**.

Transit

The loading, unloading and movement of **Covered Equipment** (owned by the **Insured** or for which the **Insured** is responsible) other than by air or sea unless he sea transit is by roll-on/roll-off ferry.

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**.

The Insurer's liability for the extensions of cover shall be £5,000,000 unless there is a sub limit shown in the extension text.

1. **Away from premises**

   The insurer shall provide insurance for direct physical loss or **Damage** and any specified consequential loss from an **Accident** to **Covered Equipment**

   a. during **Transit** anywhere in the United Kingdom, the Channel Islands, the Isle of Man

   b. whilst temporarily removed from the **Premises** specified in the **Policy Schedule** to anywhere within the United Kingdom, the Channel Islands, the Isle of Man
      i. as long as the **Covered Equipment** remains under the **Insured's** control, or
      ii. if it is removed for the purpose of repair, replacement, restoration, service or modification.

2. **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.

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3. **Reinstatement of data and computer increased costs of working**

The Insurer shall be liable for the following costs incurred in consequence of an **Accident** to or **Electronic Derangement** of **Computer Equipment**, including such loss or **Damage** which occurs at the Insured's **Service Provider(s)** premises.

a. Reinstating data lost or damaged

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 **Computer Media**
ii. the Insurer shall not be liable for loss of or **Damage** to software.

b. 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.

4. **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**, including such loss or **Damage** which occurs at the **Insured's Service Provider(s)** premises.

The liability of the Insurer 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 Extension 10 - Damage to Own Surrounding Property.

5. **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:

i. any fine

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ii. any liability to a third party
iii. any increase in loss due to a hazardous substance (other than as specifically insured under Extension 2 – Hazardous Substances)
iv. 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**.

6. **Public Relations Costs**

In the event of financial loss and with their prior written agreement the Insurer will pay the cost for the services of a professional public relations firm to assist the **Insured** in creating and disseminating communications to:

- the media
- the public
- the **Insured's** customers and clients.

7. **Expediting expenses**

With respect to damaged **Covered Equipment** the Insurer shall be liable for the 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.

8. **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.

9. **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.

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10. **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 two million (£2,000,000) any one **Accident** under this extension.

11. **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.

12. **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**.

13. **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.

14. **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 a.

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 the aggregate during any one **Period of Insurance**.

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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

1. **Hire purchase or free loan**

Physical loss of or **Damage** to any property on free loan or hire purchase to the **Insured**.

2. **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.

3. **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.

4. **Loss of use**

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

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15. **Energy Efficiency Improvements**

With their prior written agreement the Insurer will pay the additional cost to replace the damaged **Covered Equipment** following an **Accident** with similar equipment that is better for the environment, safer and more efficient than the **Covered Equipment** being replaced.

The liability of the Insurer shall not exceed 25% of the new replacement cost of the damaged Equipment or GBP twenty five thousand (£25,000) whichever is less.

Basis of claims settlement

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

Additional conditions

1. **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

2. **Back-Up Records**

The **Insured** must back up original data at least every 7 days.

If a **Service Provider** processes or stores data for the **Insured**, the **Insured** must make sure that the terms of the contract with the **Service Provider** allows for data to be backed up in line with this condition.

The **Insured** must take precautions to make sure that all data is stored safely.

If the **Insured** fails to keep this condition, the Insurer may still pay a claim if the **Insured** can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond the **Insured's** control.

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 **Computer Media** of any kind caused by:

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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 3a. 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.

5. The Insurer will not be liable to pay for any claim, cost or loss caused by or resulting from the **Insured's** commercial decision to stop trading, or the decision of a **Service Provider** to stop or reduce trade with the **Insured** or restrict services.

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Section 5a – 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 (Please note these definitions also apply to Section 5b)

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.

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). Where a law firm is acting as an **Appointed Representative** the amount is currently £100 per hour. This amount may vary from time to time.

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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.

Identity Theft

The theft or unauthorised use of **Your** personal identification which has resulted in the unlawful use of **Your** identity.

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

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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** (and at **Your** request **Your** directors and partners) books and records; or
2. advises of a check of **Your** (and at **Your** request **Your** directors and partners) 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;

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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).

Insured incidents

Employment disputes and compensation awards

1. Employment Disputes

   Costs and Expenses to defend your legal rights:

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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. contact by ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
d. 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

unless equivalent legal expenses insurance was in force immediately before:

I. any dispute where the originating cause of action arises within the first 90 days of the start of this **Policy**
II. any redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this **Policy**

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)

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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. Non-payment of money due under a contract of employment or a statutory provision.
b. 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.

5. Covenants in restraint of trade

Costs and Expenses to pursue a civil action against an **Employee** or ex-**Employee** where they are in breach, or are about to be in breach, of a convenant which restricts them:

a. from providing services to or soliciting **Your** customers; or
b. enticing other **Employees** to leave **Your** employment.

Provided that:

a. the restrictive convenant(s) is expressly incorporated within the **Employee's** or ex-**Employee's** contract
b. the **Employee** or ex-**Employee** has signed their contract of employment
c. the restrictive covenant does not exceed 12 months
d. **You** have not breached the **Employee's** or ex-**Employee's** contract of employment.

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What is not covered

A claim relating to the following:

1. any dispute where the **Date of Occurrence** is within the first 90 days of the start of this policy, unless equivalent legal expenses insurance was in force immediately before
2. any claim relating to a restrictive covenant applying to an **Employee** or ex-**Employee** transferred to the **Business** under the Transfer of Undertakings Regulations (TUPE)
3. defending our legal rights, other than the defence of a counter-claim that is an insured incident under this **Policy**.

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.

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

   If civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

   (a) An individual. **We** will also pay any compensation award in respect of such a claim.
   (b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data. Please note **we** will not pay any compensation award in respect of such a claim.

   Provided that:

   *in respect of **3(a)** any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**.*

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*Please note **we** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see **General exclusion 3.***

What is not covered:

A claim relating to the following:

1 the loss, alteration, corruption or distortion of, or damage to stored personal data, or

2 a reduction in the functionality, availability, or operation of stored personal data

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus
or similar mechanism.

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.

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.

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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 dispute arising from an agreement entered into prior to the start of this policy if the **Date of Occurrence** is within the first 90 days of the start of this policy unless equivalent legal expenses insurance was in force immediately before
2. 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
3. a dispute with an **Employee** or ex-**Employee** which arises out of, or relates to, a contract of employment with **You**
4. 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
5. a dispute arising from a breach or alleged breach of professional duty by an **Insured Person**
6. the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

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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);

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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**.

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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.

Identity Theft Protection for Directors or Partners

1. Following a call to the identity theft helpline service **We** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **Your** director or partner's identity.

2. If **Your** director or partner becomes a victim of identity theft **We** will pay the costs **Your** director or partner incurs for phone calls, faxes or postage to communicate with the police credit agencies financial service providers other creditors or debt-collection agencies. **We** will also pay the cost of replacement documents to help restore the identity and credit status of **Your** director or partner.

3. Following **Your** director's or partner's identity theft **We** will pay
   a. **Costs and Expenses** to reinstate **Your** director's or partner's identity including costs for the signing of statutory declarations or similar documents
   b. **Costs and Expenses** to defend **Your** director's or partner's legal rights in a dispute with debt collectors or any party taking legal action against **Your** director or partner arising from or relating to identity theft
   c. loan-rejection fees and any re-application administration fee for a loan when **Your** director's or partner's original application has been rejected.

Please note that

(i) **Your** director or partner must notify their bank or building society as soon as possible
(ii) **Your** director or partner must tell **Us** if they have previously suffered identity theft and

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(iii) **Your** director or partner must take all reasonable action to prevent continued unauthorised use of their identity.

What is not covered

A claim relating to the following:

1. fraud committed by anyone entitled to make a claim under this **Policy**
2. losses arising from **Your** business activities.

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

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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.

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Section 5b - Residential property let legal protection

Definitions (continued from Section 5a)

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.

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 5b 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. for civil claims, it is always more likely than not that **You** will recover damages (or obtain any other legal remedy which **We** have agreed to).

What we will pay

For an insured incident under section 5a 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. **Storage Costs**.

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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.

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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.

Please note, for England and Wales and Scotland squatting is a criminal offence and therefore please contact the police in the first instance.

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.

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:

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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, act of 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 5a & section 5b

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.

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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.

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.

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8. Arbitration

   If there is a disagreement about the handling of a claim and it is not resolved through **Our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

   If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

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 the date of claim, or alleged claim, and/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.

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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.

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