Gallagher Property Owners'

Policy Document

Helpline Services

Available 24 hours each day, 7 days every week, all year round

ARAG will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

These helpline services are provided which the Insured Person may use while this Policy is in force:

For the purpose of these Helpline Services, Insured Person shall mean:

The Insured or any partner of the Insured or director of the Insured or Employee and any other individuals declared to and accepted by the Company.

Eurolaw Commercial Legal and UK Tax Advice

Telephone **0330 041 3760**

Unlimited access, over the telephone, to a team of legal advisors for confidential legal advice on any commercial legal problem affecting the Business such as:

- Employment
- Prosecution
- Landlord and tenant disputes
- Value Added Tax
- Contract disputes

Please note that advice on motoring matters is not available.

Eurolaw Commercial legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England, Scotland, Wales and Northern Ireland
- The Channel Islands and the Isle of Man
- Any member state of the European Union
- 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, ARAG will arrange a call back at a time to suit the Insured Person.

ARAG's 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, ARAG will refer the Insured Person to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, ARAG will call the Insured Person back.

ARAG 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, ARAG will aim to call the Insured Person back the next working day between 9am and 5pm.

This helpline is provided on the Company's behalf by ARAG Legal Expenses Insurance Company Limited (ARAG). Calls may be recorded.

Business Emergency Assistance

Telephone **0330 041 3760**

Assistance in the event of an emergency affecting the Business, such as:

- Burst pipes or blocked drains causing flooding
- Complete failure of the gas or electricity supply
- Serious damage to the roof
- Escape of water or oil from the central heating system

In the event of emergency assistance being required, a reputable local contractor will be contacted, but the Insured must pay any call-out or repair charges. One telephone call will bring assistance as soon as possible.

As the helpline is available 24 hours a day and seven days a week, the Insured may call at any time. Please ensure that the Policy number is available when telephoning as this will be requested. This appears on the Policy Schedule.

This helpline is provided on the Company's behalf by ARAG Legal Expenses Insurance Company Limited (ARAG). Calls may be recorded.

Counselling Service

Telephone **0345 878 5029**

Available 24 hours each day, 7 days every week, all year round.

A confidential counselling service for the Insured or any employee (and their immediate family who permanently live with them) over the telephone to all aged 18 or over and to 16 and 17 year olds, provided they are in full-time employment, assisting with issues such as:

- Stress
- Depression
- Family
- Relationship
- Bereavement

This service can also help with:

- Onward referral to relevant voluntary, self help groups or professional services
- Details of face to face counsellors in your area

Any costs arising from the use of these referral services will not be paid by ARAG.

This helpline is provided on the Company's behalf by ARAG Legal Expenses Insurance Company Limited (ARAG). All calls are dealt with in the strictest confidence, but to assist ARAG with checking and improving service standards, calls may be recorded.

Health and Medical Service

Telephone **0345 878 5031**

Health and medical information is provided by a medically qualified person 9am–5pm, Monday to Friday, excluding public and bank holidays. If the Insured calls outside these times, a message will be taken and a return call arranged within the operating hours.

Advice and assistance, assisting with issues such as:

- Exercise information
- Changing doctors
- Giving up smoking
- Inoculations
- Comprehensive doctor, clinic and treatment facility database
- Sports injuries
- Nutrition assessment
- Complementary health
- Bespoke fact sheets can be sent out if requested

This helpline is provided on the Company's behalf by ARAG Legal Expenses Insurance Company Limited. All calls are dealt with in the strictest confidence, but to assist ARAG with checking and improving service standards, calls may be recorded.

Emergency Glazing & Security Assistance

Telephone **0345 072 7110**

The Company's glass replacement service provides an efficient replacement service for fixed internal and external glass 24 hours a day, 7 days a week throughout the year. In addition, replacement locks or emergency security measures are also available.

Provided the Damage is covered by this Policy, the cost will be settled by the Company directly with the Company's service providers. If, however, this Policy requires payment of the first amount of any claim, or if the Insured is registered for Value Added Tax, the Company's service provider will invoice the Insured direct for this amount.

NOTE: Using any other repairer will not affect the Insured's right to claim under this Policy.

This helpline is provided on the Company's behalf by the Company's approved supplier panel. Calls may be recorded.

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Gallagher Property Owners' Policy

Intact Insurance policies are underwritten by Intact Insurance UK Limited. The Company will provide the insurance described in this Policy (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance, which consists of individual Sections. This Policy should be read in conjunction with the Schedule which confirms the Sections the Insured is covered for.

General Definitions

These definitions apply to the Policy. In addition other more specific definitions apply under some of the Policy Sections and are shown in those Policy Sections.

Business

The business as stated in the Schedule.

Company

Intact Insurance UK Limited trading as Intact Insurance may contract to underwrite any part of this Policy.

Computer System

Any computer, hardware, software, communication system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility, owned or operated by the Insured or any other party.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident

a Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

b any partial or total disruption to, unavailability of, or failure to access, process, use or operate any Computer System or a series of such related events.

Cyber Loss

Any loss, damage, liability, claim, cost or expense, of whatsoever nature, arising from or connected with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Damage

Accidental loss, destruction or damage.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored, by a Computer System.

Data Processing Media

Any physical property insured by this Policy on which Data can be stored but not the Data itself.

Employee

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

a under a contract of service or apprenticeship with the Insured;

b under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the Insured;

c a labour master or a person supplied by a labour master;

d engaged by a labour only sub-contractor;

e 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;

f a driver or operator of hired-in plant;

g a trainee or person undergoing work experience;

h a voluntary helper;

i acting in the capacity of non executive director of the Insured;

j an equity partner of the Insured;

k an employee or director of any overseas subsidiary (or parent company) of the Insured whilst working for or on behalf of the Insured or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

l an officer, member or voluntary helper of the organisations or services stated in the Business Definition;

m an employee elected on any industry users' committee;

n an outworker or homeworker employed under contracts to personally execute any work in connection with Business whilst engaged in that work;

o defined under Sections 35-(2) and 54-(3) (b) of the National Minimum Wage Act 1998;

p any person who is a prospective employee who is being assessed by the Insured as to their suitability for employment; or

q any person who is deemed to be an employee by a court of law in the United Kingdom.

Insured

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

Location

Premises at the addresses stated in the Schedule.

Period of Insurance

a The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and

b any subsequent period,

for which the Insured shall pay and the Company shall agree to accept the Insured's premium.

Policy

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

Schedule

The schedule applicable to the Policy.

Sum Insured

The sum insured as set out in the Schedule.

Excess

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

General Conditions

These Conditions apply to all Sections of this Policy. The Insured must comply with these Conditions. Where additional Conditions apply to a specific Section of the Policy they are stated under that Section.

1 Fair Presentation of the Risk

a The Insured has a duty to make to the Company a fair presentation of the risk before:

- **i** the inception of this Policy;
- **ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
- **iii** the renewal of this Policy; and

b In the event of a breach of such duty, if the breach is:

- **i** deliberate or reckless, the Company may:
  - **a** in relation to an alteration made to this Policy, (notwithstanding the references to notice period and the refunding of premiums in General Condition 4b) by notice to the Insured in writing at the Insured's last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
  - **b** in relation to the inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
- **ii** neither deliberate nor reckless and the Company would not have:
  - **a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, the Company may treat this Policy as if the alteration was never made, but in that event the Company:
    - **i** will return any extra premium paid; or
    - **ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
  - **b** entered into this Policy on any terms, the Company may avoid this Policy and refuse all claims but will return any premiums paid; or
- **iii** neither deliberate nor reckless and the Company:
  - **a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if the Company so requires; and
  - **b** in respect of an alteration made to this Policy:
    - **i** would have agreed to the alteration, but would have charged an increased premium by more than the Company did or (in the case of an unchanged premium) would have increased the premium, the Company may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

      The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that the Company would have charged;
    - **ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and the Company would have increased the premium, would not have reduced the premium, or would have reduced it by less than it did, the Company may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

      The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if the Company would not have changed it, and otherwise the increased or (as the case may be) reduced total premium the Company would have charged.

c would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the Company may reduce proportionately the amount to be paid on a claim.

The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

c The Company shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by the Company), in relation to a breach of the duty to make to the Company a fair presentation of the risk.

2 Reasonable Precautions

The Insured shall:

a take all reasonable precautions to prevent or minimise Damage, accident or injury; and

b maintain the Buildings in a good state of repair.

In respect of Buildings or any portion thereof which become unoccupied, untenanted or are not in active use, the Insured should implement the following precautions as soon as reasonably practicable and in any case within 45 days:

a gas, water and electricity supplies should be shut off preferably at the point at which they enter the Building if practicable, except when necessary to maintain intruder protection devices;

b inspections of the Building should be carried out by the Insured or Managing Agents or other parties nominated by them at weekly intervals and any reasonable precautions to prevent loss should be recorded and completed as soon as possible;

c letterboxes should be sealed or substantial cages fitted internally to prevent mail forming a build up of combustible material and waste should be removed;

d all windows and doors should be secured against illegal entry and all available intruder protection devices should be maintained and kept in operation; and

e water and heating systems should be drained.

3 Change of Risk or Interest

a It is a condition precedent to the liability of the Company that the Insured shall immediately notify the Company if any alteration be made either in the Business or at the Premises or in any property therein or in any other circumstances whereby the risk is increased other than in accordance with:

i Condition C Non-Invalidation, under Section 1: Buildings, of this Policy;

ii General Condition A Alterations and Additions to the Premises including partial refurbishments and fit-outs, under Sections 1 and 2: Supplemental, of this Policy;

iii if shown as operative in the Schedule, Optional Extensions A Automatic Cover – Newly Acquired/ Newly Completed Redeveloped or Refurbished Properties, and B Inadvertent Omission to Insure, under Sections 1 and 2: Supplemental, of this Policy; or

iv General Condition 1,

at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.

b This Policy shall cease to be in force if:

i the Insured's interest in the Business ends, other than by death; or

ii 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 stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by the Company.

4 Cancellation

a Cancellation Rights of the Insured

i This Policy may be cancelled by the Insured within 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 should return all documents to their Broker, Intermediary or Agent and the Company will pay a refund of Premium for the full amount paid to the Insured. If a claim has been made or an incident advised that could give rise to a claim during the "cooling off" period, this Policy will be treated by the Company as in force and no refund of Premium will be made.

ii If the Insured elects to cancel the Policy after the "cooling off" period has expired but still during any Period of Insurance they must give 14 days

notice in writing to their Broker, Intermediary or Agent. The Insured will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium for the Period of Insurance will be made.

iii Where the Insured pays by Instalments any amount of Premium returned under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

b Cancellation Rights of the Company

i 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 14 days notice to the Insured in writing at their last known address.

ii The Insured will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium will be made.

iii Where the Insured pays by Instalments, any amount of Premium refunded under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

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

5 Instalments

a Notwithstanding General Condition 4b, where the premium under this Policy is payable by instalments and the Insured fails to pay one or more instalments, the Company may cancel this Policy by giving 7 days' notice in writing to the Insured at the Insured's last known address.

b Any amount of premium returned under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount of premium refunded to the Insured will be calculated by the Company in accordance with the process set out in General Condition 4 above. The calculation made by the Company will be final and binding.

6 Choice of Law

The Insured and the Company may choose which law will apply to this Policy. Unless both parties agree otherwise, English law will apply. The Company has supplied this Policy and other information to the Insured in English and the Company will continue to communicate with the Insured in English.

7 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.

8 Sanctions, Prohibitions or Restrictions

The Company shall not provide cover or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any Prohibition takes effect during the Period of Insurance, the Company or the Insured may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this Policy is cancelled, the Company shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purpose of this General Condition a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

a any prohibition or restriction under United Nations resolutions;

b any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and

c any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and the Company has approved the provision of insurance for the activity concerned.

Claims Conditions

These Conditions apply to all Sections of the Policy. The Insured must comply with these Conditions. Where additional Conditions apply to a specific Section of the Policy, they are stated under that Section.

1 Observance of Terms

Failure to comply with any of the terms and conditions of this Policy where they are material or relevant to any claim will entitle the Company to reduce or avoid the Insured's claim.

2 Action by the Insured

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

a immediately notify the Company on the happening of any incident which could result in a claim under this Policy and immediately send to the Company every relevant document relating to any impending prosecution, inquest or fatal accident enquiry or civil proceedings;

b immediately notify the Company of, and deliver to the Company at the Insured's own expense, a claim with such detailed particulars and proofs as may reasonably be required by the Company and (if demanded by the Company) a statutory declaration of the truth of the claim and any matters connected therewith, within:

- **i** 7 days of the event giving rise to the claim in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons;
- **ii** 60 days of the expiry of the Indemnity Period (as defined in Section 2: Loss of Rent, of this Policy) in respect of business interruption claims; or
- **iii** 60 days of the event giving rise to the claim in the case of any other claim, or such further time as the Company may allow; and

notwithstanding items **b i** to **iii** above, the Insured shall immediately forward 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;

c give immediate notification to the police in respect of:

- **i** vandalism; or
- **ii** theft or any attempt thereat;

in relation to this Policy;

d make no admission of liability or offer, promise or payment without the Company's written consent;

e take all reasonable action to minimise any interruption or interference to the Business; and

f 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.

3 The Rights of the Company

The Company shall be entitled:

a on the happening of any loss, destruction or damage, in respect of which a claim is made under this Policy and without thereby incurring any liability or diminishing any of the Company's rights under this Policy to enter, take or keep possession of the premises where such loss, destruction or 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;

b at its discretion to take over and conduct in the name of the Insured or any other person the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons in respect of any risk insured by this Policy and the Insured shall give all information and assistance required by the Company;

c to any property for the loss of which a claim is paid under this Policy and the Insured shall execute all such assignments and assurances of such property as may be reasonably required, but the Insured shall not be entitled to abandon any property to the Company; and

d in the event of any Occurrence (as defined in Sections 4, 4a, 4b and 5) resulting in any claim(s) under Sections 4, 4a, 4b and/or 5, to pay to the Insured the amount of the Indemnity Limit for such Occurrence (less any sums already paid as damages in respect of such Occurrence and in respect of Section 5 less costs and expenses incurred before the date of payment) or any lesser amount for which the claim(s) can be settled, following such payment, the Company shall have no further responsibility in connection with such claim(s) except in respect of Section 5 for costs and expenses incurred before the date of payment.

4 Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy, the Company:

a shall not be liable to pay the claim;

b may recover from the Insured any sums paid by the Company to the Insured in respect of the claim; and

c may (notwithstanding the references to notice period and the refunding of premiums in General Condition 4b) by notice to the Insured in writing at the Insured's last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:

i refuse all liability to the Insured under this Policy in respect of any loss, destruction or damage occurring after the time of the fraudulent act; and

ii retain any premiums paid under this Policy.

5 Subrogation

The Company shall be subrogated to the rights of recovery of the Insured against any third party. Accordingly, any claimant under this Policy shall, at the request and expense of the Company, take and permit to be taken all necessary steps for the Company to enforce any rights against any other party in the name of the Insured before or after any payment is made by the Company.

The Company shall not enforce any rights against:

a a tenant or lessee in respect of Damage to the part of the Buildings in the demise of that tenant or lessee or to common parts of the Buildings unless the Damage arises out of a criminal, fraudulent or malicious act by the tenant or lessee.

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;

b 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; or

c 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.

6 Other Insurances

Unless otherwise stated in this Policy:

a if at the time of an event giving rise to a claim there is any other insurance effected by or on behalf of the Insured applicable to such event, the liability of the Company shall be limited to a proportion of the loss equal to the proportion between (a) the relevant limit of indemnity under this insurance and (b) the aggregate of that limit and the relevant limits under any other insurances; and

b if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably, then the liability of the Company hereunder shall be limited in respect of such event to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

7 Arbitration

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

8 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.

General Exclusions

These General Exclusions set out what is not covered under this Policy (other than in respect of Section 3: Terrorism of this Policy). Where additional exclusions apply to a specific Section of this Policy, they are set out in that Section.

This Policy does not cover:

A Radioactive Contamination

loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs either directly or indirectly caused by such loss, destruction or damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

NOTE: As far as this General Exclusion concerns Bodily Injury (as defined in the relevant Sections of this Policy) caused to any Employee, if such Bodily Injury arises out of and in the course of employment or engagement of such person by the Insured, this Exclusion shall apply only in respect of:

a the liability of any principal; or

b legal liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement.

B Fines

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

C War, Government Action and Terrorism

a loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:

i War, Government Action or Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or

ii civil commotion in Northern Ireland,

except:

a where directly or indirectly caused by or contributed to by or arising from the detonation of munitions of war, or parts thereof, within one mile of the property insured by this Policy, provided that the presence of such munitions does not result from a state of war current at the time of loss, destruction or damage. This exception shall not apply to property insured which is outside the United Kingdom, the Channel Islands or the Isle of Man; and

b to the extent stated in Section 3: Terrorism, of this Policy, where insured;

b legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:

i War, Government Action or Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or

ii civil commotion in Northern Ireland,

except to the extent stated in the Terrorism Liability Provisions relating to this General Exclusion as set out below.

For the purpose of this General Exclusion:

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution or military or usurped power.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of or damage to 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.

Terrorism shall mean any act or acts 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 and/or the threat thereof, of HM Government in the United Kingdom or any other government de jure or de facto.

In any action, suit or other proceedings, where the Company alleges that, by reason of this General 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 loss, destruction or damage, or resulting loss or expense or other costs either directly or indirectly caused by or contributed to by or arising from such event is not covered by this insurance, the burden of proving that

such loss, destruction, damage, loss or expense or costs is covered shall be upon the Insured.

Terrorism Liability Provisions

Subject otherwise to the terms definitions conditions clauses and exclusions of this Policy, in respect of legal liability:

i caused by or contributed to by or arising from an act or acts of Terrorism (as defined above but excluding any act or acts consisting solely of the threat of force or violence); and

ii such act or acts occurring in England, Scotland or Wales but not in the territorial sea adjacent thereto as defined by the Territorial Sea Act 1987,

the Company will indemnify the Insured:

1 under Section 5: Employers' Liability, where insured, provided that in respect of any one event or all events of a series consequent on one original cause, the Company's liability in respect of all legal liability, costs and expenses directly or indirectly caused by or contributed to by or arising from such act or acts of Terrorism will not exceed £5,000,000;

2 under Sections 4: Property Owners' Liability, 4(a) Property Owners' Liability - Legionellosis and 4(b) Property Owners' Liability - Financial Loss, where insured, against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from such act or acts of Terrorism provided that the Company's liability for all compensation (excluding costs) will not exceed:

a in respect of any one event or all events of a series consequent on one original cause £2,000,000 or the amount of the Indemnity Limit stated in the Schedule whichever is the lower; and

b in respect of all pollution or contamination consequent upon such act or acts of Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule whichever is the lower.

D Cyber (not applicable to Section 5: Employers' Liability)

a Cyber Loss; or

b loss, damage, liability, claim, cost, expense of whatsoever nature, arising from or connected with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

Provided that:

a the exclusion at item **a** above shall not apply to:

i any Damage to property insured and resulting business interruption, where insured by this Policy and which is not otherwise excluded under this Policy, which results from any fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank or apparatus or pipe, sprinkler leakage, theft or impact by any vehicle or animal; or

ii any liability not otherwise excluded under Section 4: Property Owners' Liability and Section 4(a): Property Owners' Liability Legionellosis, of this Policy, where insured, for ensuing Bodily Injury or Damage to Property (Bodily Injury and Property being as defined in those Sections),

which results from a Cyber Incident unless that Cyber Incident is arising from or connected with a Cyber Act; and

b the exclusion at item **b** above shall not apply where Data Processing Media owned or operated by the Insured suffers physical loss or physical damage. In no event will cover under this Policy exceed the cost of repairing or replacing the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs shall not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be no higher than the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

The Company shall not indemnify the Insured for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

E Pollution or Contamination (not applicable to Section 4: Property Owners' Liability, Section 4a: Legionellosis, Section 4b: Financial Loss and Section 5: Employers' Liability)

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

a pollution or contamination which itself results from a Defined Peril as defined below; or

b a Defined Peril which itself results from pollution or contamination.

For the purpose of this General Exclusion, Defined Perils shall mean:

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

F Infectious or Contagious Disease

a loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom; or

b any other losses, costs or expenses whatsoever; or

c any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or in any way arising from infectious or contagious disease and/or the fear or threat (actual or perceived) of infectious or contagious disease.

In this General Exclusion, the expression "infectious or contagious disease" shall mean any such disease whatsoever without limitation based upon its nature or characteristics (including, without limitation, the nature of any infective agent, any means of infection or transmission and/or any effects of the disease).

This General Exclusion shall not apply to:

i items i 1 to i 3 inclusive of sub-paragraph b Disease, Vermin, Defective Sanitary Arrangements, Murder and Suicide, in Extension B Contingency Rent Extensions for Landlord's Protection, under Section 2: Loss of Rent; and

ii Section 4: Property Owners' Liability, Section 4(a): Legionellosis, Section 4(b): Financial Loss, Sections 4, 4(a) and 4(b): (Supplemental) and Section 5: Employers' Liability,

of this Policy.

Section 1: Buildings

Definitions

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

Buildings

a structures (including foundations)

b 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 in on or around the structures;

c building management and security systems;

d furnishings and other contents of common parts of the structures including seasonal items introduced to the structure, subject to the total value of all such furnishings and contents not exceeding £25,000 unless a separate item for Contents of Common Parts is shown in the Schedule

e residential contents not within common parts of the structures which are the responsibility of the Insured, subject to the total value of all such contents not exceeding £5,000 unless a separate item for Residential Contents is shown in the Schedule

f gangways, pedestrian malls and pedestrian access bridges;

g walls, gates, fences and Services;

h roads, pavements, car parks, hard standing and street furniture;

i landscaping and recreational features including garden furniture ornaments and statues;

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

Services

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.

Stipulations

Legislation or regulations under Acts of Parliament or local authority bye-laws.

Vacant or Disused

Buildings or part thereof which have become unoccupied, untenanted, unfurnished or not in active use for a period of more than 90 consecutive days.

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.

The Perils

1 **A Fire.**

B Explosion.

C Lightning.

D Aircraft or other aerial devices or articles dropped therefrom.

2 **Earthquake**

3 **Riot, civil commotion**, strikers, locked-out workers or persons taking part in labour disturbances excluding Damage arising from cessation of work.

4 **Malicious persons** and acts of vandalism excluding Damage to any portion of the Building which is Vacant or Disused.

5 **Storm or flood** excluding:

a Damage attributable solely to change in the water table level;

b Damage caused by frost;

c Damage to trees, plants, shrubs and turf unless there is Damage to structural parts of the Buildings at the same time;

6 **Escape of water or oil** from any tank apparatus pipe or appliance excluding:

a 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.

b Damage to any portion of the Building which is Vacant or Disused.

7 **Impact** by any mechanically propelled vehicle or any article falling therefrom or any animal.

8 **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.

9 **Theft or attempted theft** excluding any loss which the Insured is able to recover from another source excluding Damage to any portion of the Building which is Vacant or Disused.

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

- **a** Damage arising from:
  - **i** the settlement or movement of made-up ground;
  - **ii** coastal or river erosion;
  - **iii** normal settlement or bedding down of new structures;

  at the Location; or
- **b** Damage arising from:
  - **i** the construction, demolition, structural alteration or structural repair of any property;
  - **ii** groundworks or excavation works;

  at the Location; or
- **c** Damage which commenced prior to the granting of cover with the Company under this Policy.

11 **Accidental breakage of or damage to fixed glass or fixed sanitary ware** including the necessary and reasonable costs of boarding-up, temporary repairs, removal of debris and obstructions, removal or replacement of frames or alarm foil, lettering, painting, embossing, silvering or other ornamental work including neon and other fixed signs but excluding:

- **a** Damage to any glass flawed or broken at the commencement of this insurance;
- **b** dilapidated frames and framework;
- **c** Damage caused by adjustments, repairs, dismantling or erection of neon or other fixed signs or any part while removed from their normal working position;
- **d** mechanical or electrical fault or breakdown;
- **e** scratching or chipping.

12 **Any other accident** excluding:

- **a** Damage by any of the causes expressly excluded from the Perils specified in paragraphs 1 to 11 above;
- **b** Damage arising from:
  - **i** Its own defective design or the use of faulty materials or faulty or defective workmanship on the part of the Insured or any of the Insured's employees;
  - **ii** inherent vice, latent defects, gradual deterioration, wear and tear

  but this shall not exclude subsequent Damage which itself arises from a cause not otherwise excluded.
- **c** Damage arising from:
  - **i** corrosion, rust, wet or dry rot, marring, scratching, vermin, insects;
  - **ii** joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;
  - **iii** mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates;

  but this shall not exclude:
  - **i** such Damage which itself arises from other Damage and is not otherwise excluded;
  - **ii** subsequent Damage which itself arises from a cause not otherwise excluded.
- **d** Damage arising from:
  - **i** pollution or contamination unless arising from a sudden identifiable, unintended and unexpected cause which;
    - **1** occurs in its entirety at a specific moment in time and place during any one Period of Insurance; and
    - **2** 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.
- **f** Damage to any portion of the Building which is Vacant or Disused.

Basis of Settlement

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

A Reinstatement

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 (if in the Schedule it is stated that Indemnity Basis A applies); or

B Indemnity Value

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 (if in the Schedule it is stated that Indemnity Basis B applies);

or

Loss of Market Value

if the Insured elects not to rebuild or restore the Buildings (and the Company does not exercise its option to rebuild) the reduction in the market value of the Buildings immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable had the Buildings been rebuilt or repaired

At the discretion of the Company, the Buildings may be rebuilt or restored in any manner suitable for the Insured's requirements subject to the liability of the Company not being increased.

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, contract works and Value Added Tax is in addition to the Sum Insured on Buildings.

Buildings awaiting Refurbishment, Redevelopment or Renovation

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

Extensions

The insurance under this Section is extended to include the following. Also see the Optional Extensions applicable to this section on page 24.

A Adjacent Property Damage

If a building not the responsibility of the Insured but adjacent to any Buildings insured under this Policy suffers Damage by any of the Perils and that building is not repaired or reinstated because there is no valid insurance in force for any reason, the Company will pay the cost or additional cost of rebuilding or restoring or making safe the Insured's own Building to comply with any Stipulations or to restore the structural waterproofing or weatherproofing integrity of the building.

The insurance provided under Section 2 also extends to include losses arising in consequence of such uninsured Damage.

If any such Buildings insured were offered for sale on the open market prior to the Damage and which are subsequently sold the Company will instead pay any reduction in the sale price due solely as a result of such Damage. The amount payable shall be substantiated by a practicing member of the Royal Institution of Chartered Surveyors approved by both the Insured and the Company and shall not exceed the cost of restoration or making good described above.

The Company's liability under this Extension is limited to £150,000 any one Location.

B Contractor's Interest

Where the Insured is required to effect insurance on the Buildings in the joint names of themselves and the contractor under the terms of a condition in the contract between the Insured and the Contractor then the interest of the contractor in the Buildings as a joint insured is hereby noted provided the Insured shall advise the Company of details of any single contract valued in excess of £150,000 excluding VAT or 10% of the Sum Insured on the property insured, whichever is the less, and pay any additional premium the Company may require.

C Contract Works

The insurance by each item on Section 1 of the Policy includes any contract works and unfixed goods and materials introduced to the site of the Buildings for the purposes of alterations or improvements to the Buildings for which the Insured is responsible, subject to the contract price not exceeding £50,000 excluding VAT and subject to an overall limit of £100,000 for all losses or series of losses, arising directly from the same originating cause. The cover excludes the first £250 of each and every loss.

D Debris Removal and Associated Costs

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 Buildings 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 £1,000,000 any one cause and in the aggregate in any one Period of Insurance,

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

E Diminution in Value

If a building not the responsibility of the Insured but within one mile of any Buildings insured under this Policy suffers Damage by any of the Perils and the Buildings insured were offered for sale on the open market prior to the Damage and are subsequently sold at a reduced price, the Company will pay any reduction in the sale price due solely as a result of such Damage. The amount payable shall be substantiated by a practicing member of the Royal Institution of Chartered Surveyors approved by both the Insured and the Company.

The Company's liability under this Extension is limited to £150,000 for all losses or series of losses, arising directly from the same originating cause.

F Public Authorities Early Funding of Requirements

The Company will pay the interest charges necessarily and reasonably incurred by the Insured solely to provide the balance of any pre-existing funds set aside for the purpose of financing the full cost of compliance with any Stipulations provided that:

a as a result of the Damage the Insured is prematurely required to implement the Stipulations at the time of reinstatement;

b the liability of the Company shall exclude that proportion of interest charges incurred in the funding of any part of the additional cost which should have been provided for prior to the Damage but for which no funds have been set aside;

c the liability of the Company under this extension for all losses or series of losses arising out of the same originating cause shall not exceed 5% of the Sum Insured on the Buildings suffering the Damage.

G Public Authorities Stipulations

The Company will pay such additional cost of rebuilding or repair as may be incurred with the Company's consent in complying with Stipulations first imposed upon the Insured following the Damage in respect of both damaged and undamaged portions of the Buildings but excluding costs incurred in complying with Stipulations in respect of Damage which occurred prior to the granting of cover by the Company.

The Company's liability in respect of the cost of complying with Stipulations relating to the undamaged portions of the Buildings (other than the foundations) is limited to 10% of the amount the Company would have been liable to pay to reinstate the Buildings had it been wholly destroyed.

The Company shall not be liable for any rate tax duty development or other charge or assessment that may arise out of capital appreciation as a result of complying with any of the Stipulations.

H Exhibitions and Models

The insurance provided for items on Buildings extends to include exhibition or display models and similar promotional equipment whilst being used or stored within any Location and which have suffered Damage provided that:

a such equipment is the property of the Insured or the Insured has accepted responsibility for the equipment at the time of Damage;

b no other more specific insurance has been arranged.

The liability of the Company in respect of this Extension shall not exceed £50,000 for all losses or series of losses, arising directly from the same originating cause.

I Extinguishment and Alarm Resetting Expenses

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

a refilling fire extinguishing appliances;

b recharging gas flooding systems;

c replacing used sprinkler heads;

d refilling sprinkler tanks where costs are metered;

e resetting fire and intruder alarms and closed circuit television systems.

J Fly Tipping

The insurance on Buildings extends to include the reasonable costs of clearing and removing any property illegally deposited in or around the Location subject to the Company's liability not exceeding £2,000 for all losses or series of losses arising directly from the same originating cause and £10,000 in the aggregate in any Period of Insurance and excluding the first £500 of each and every loss.

K Frustrated Legal Costs

If the sale of any Buildings insured is aborted solely in consequence of Damage by any of the Perils, the Policy extends to include the actual loss sustained by the Insured in respect of legal costs and expenses incurred or subsequently incurred solely as a consequence of the cancellation of the sale as a result of Damage.

The liability of the Company in respect of this Extension shall not exceed £25,000 in the aggregate in any one Period of Insurance.

L Frustration of Reinstatement

If rebuilding or restoration of the Buildings is frustrated by the refusal of the authority responsible for granting planning permission to allow a building of the same size and/or use, the Company will pay the cost of constructing a building to the extent permitted by the planning authority plus any reduction in the market value of the Insured's interest in the land and Buildings solely as a result of Damage immediately following agreement by the Company that such frustration is unavoidable plus any capital sums legally payable by the Insured to any lessees under the terms of the lease or otherwise in consequence of such frustration, provided that the Insured:

a have made every effort to regain the original planning consent; and

b shall not have nor had any reason to be aware of Stipulations which could result in the Buildings not being repaired or restored in their original form.

Where any payment made by the Company includes any capital sum for loss of market value the amount payable shall be reduced to take account of any compensation payable or allowance made to the Insured as a result of such refusal. The liability of the Company under this Extension is limited to the Sum Insured shown in the Schedule against Buildings plus £500,000.

M Further Investigation Expenses

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

The Company will pay the reasonable costs incurred by the Insured with the Company's prior consent in establishing whether or not other Buildings in the immediate 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.

N Garden Squares

The insurance on Buildings extends to include trees, shrubs, plants, turf, ponds, lakes, fountains, landscaping, garden furniture, ornaments, statues and gardening equipment forming part of any garden square owned by the Insured and not more specifically insured.

The liability of the Company in respect of this Extension shall not exceed £25,000 in the aggregate in any one Period of Insurance.

O Insurance Premiums and Technical Agents' Fees

The Company will pay premiums necessarily and reasonably incurred by the Insured following Damage in arranging contract works policies with the Company or in continuing any pre-existing latent defects policies including the cost of technical agents' fees necessarily and reasonably incurred by the Insured in continuing any pre-existing latent defects policies.

P Land Not Otherwise Insured

The insurance by this Policy extends to indemnify the Insured for Damage by any of the Perils to Land (meaning land not more specifically insured) for which the Insured is responsible.

The Company will pay the costs incurred in restoring the Land to a condition and appearance substantially the same as its condition and appearance immediately before the Damage or if the Insured elects not to restore the Land the Company will pay the loss of market value being the reduction in the market value of the Land immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable had the Land been restored.

The liability of the Company under this Extension shall not exceed £1,000,000 for all losses or series of losses, arising directly from the same originating cause.

Q Landscaping

The Company will pay the cost incurred following Damage in restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established.

R Loss of or Duplication of Keys

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

a following the accidental loss of Keys; and

b where there is reasonable evidence that such Keys have been copied by an unauthorised person,

subject to the Company's liability not exceeding £50,000 for all losses or series of losses arising directly from the same originating cause.

For the purpose of this Extension the definition of Keys is:

Any device used to open a lock including but not restricted to any electronic device key card or remote control transmitter.

S Metered Water, Electricity and Gas Charges

The Company will pay costs incurred by the Insured for loss of metered water, electricity or gas as a result of Damage except those in respect of any loss which has not been discovered and remedial action taken within 30 days of occurrence of the Damage, subject to the Company's liability not exceeding £25,000 for all losses or series of losses, arising directly from the same originating cause.

T Preservation of Undamaged Property

The Company will pay costs necessarily and reasonably incurred by the Insured with the Company's consent in dismantling and/or moving undamaged portions of any property insured within or to and from alternative premises for safekeeping.

U Professional Fees

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

a they are in respect of work of benefit to the Company;

b they relate to work which is necessary for repair or reinstatement of Buildings; and

c they have been agreed with the Company in advance,

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

V Reinstatement to Match

Where Buildings have suffered Damage the Insured may replace, repair or restore the property with equivalent property which employs current technology and replacement, repair or restoration of such property shall not for the purposes of this Policy be regarded as being better or more extensive than when new. This Policy further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced, repaired or restored, provided that the Company's total liability is not increased beyond the amount that would otherwise have been payable for the replacement, repair or restoration of the property destroyed or damaged in its original form.

W Removal of Insect Nests

The insurance by this Policy is extended to include the costs incurred by the Insured in removing wasp, bee, hornet or other harmful insect nests from Buildings insured by this Policy.

X Removal of Tenants' Debris

The Company will pay costs necessarily and reasonably incurred by the Insured following Damage in respect of tenants' debris subject to such costs being agreed with the Company's consent and not otherwise recoverable by the Insured.

Y Removal of Vermin

The insurance by this Policy is extended to include the reasonable costs incurred by the Insured where they are required by a local authority or similar body to have vermin removed from any Buildings insured by this Policy.

Z Sprinkler Costs

The Company will pay the additional costs incurred in upgrading an automatic sprinkler installation to the current Loss Prevention Council Rules solely as imposed upon the Insured by the Company following Damage to the Buildings, provided that at the time of Damage the installation conformed to either the 28th or 29th Edition Rules or the Rules for Automatic Sprinkler Installations as issued by the Loss Prevention Council and current at the time of installation but did not conform to subsequent amendments to those Rules.

AA 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.

AB Trace and Access

In the event of Damage resulting from:

a the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation; or

b accidental damage to cables, underground pipes and drains serving the Location,

where insured by this Section, the Company will pay costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good.

The Company's liability under this Extension shall not exceed £50,000 for all losses or series of losses, arising directly from the same originating cause.

AC 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 subject to the Company's liability not exceeding £25,000 for all losses or series of losses, arising directly from the same originating cause and only if the Location has been inspected weekly by a responsible person on behalf of the Insured and all practicable steps are taken to terminate such unauthorised use as soon as it is discovered.

AD Value Added Tax

The insurance by each item on Buildings extends to include Value Added Tax paid by the Insured which is not subsequently recoverable provided that:

a **i** the Insured's liability for such tax arises solely as a result of the reinstatement or repair of the Buildings to which such Item relates following Damage:

ii the Company have paid or agreed to pay for such Damage;

iii if payment made by the Company in respect of reinstatement or repair of such Damage shall be less than the actual cost of reinstatement or repair, any payment under this Extension resulting from the Damage shall be reduced in like proportion;

b the Insured's liability for such tax does not arise from the replacement Buildings having greater floor area than or being better or more extensive than the destroyed or damaged Buildings;

c where an option to reinstate on another site is exercised the Company's liability under this Extension shall not exceed the amount of tax that would have been payable had the Buildings been rebuilt on its original site;

d the Company's liability under this Extension shall not include amounts payable by the Insured as penalties or interest for non-payment or late payment of tax.

Conditions to the contrary elsewhere in this Policy are over-ridden as follows in respect of those Items to which this Extension applies:

a for the purpose of the Underinsurance Condition rebuilding costs shall be exclusive of Value Added Tax;

b the liability of the Company may exceed the Sum Insured by an Item or in relation to the total Sum Insured where such excess is solely in respect of Value Added Tax.

AE Tree removal

The Company will pay the cost incurred in removing fallen trees or branches as a result of Damage. The liability of the Company shall not exceed £5,000 for all losses or series of losses, arising from the same originating cause.

AF Tree felling or lopping

The Company will pay the cost incurred in felling or lopping trees at the Location where there is an immediate danger to the safety of human life and/or the potential for damage to the Buildings should action not be taken. The liability the Company shall not exceed £5,000 for all losses or series of losses, arising out of the same originating cause.

Conditions Applicable to this Section

The following Conditions apply to this Section. Also see the Conditions applicable to this Section on page 24.

A Buildings awaiting Demolition

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

B 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.

C Non-Invalidation

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

D Seventy Two Hour Provision

In respect of Perils 5, 6 and 8 only Damage occurring continuously or intermittently during any period of 72 hours shall be deemed to constitute one loss under the Policy for the purpose of the payment of any excess for which the Company shall not be liable.

E Underinsurance Condition

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

Definitions applicable to this Condition

Declared Value:

The base value shown in brackets by or below the Sum Insured, such value excluding any provision for inflation.

Day One Rebuilding Value:

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

Where the Day One Rebuilding Value of a Building has been set in accordance with a valuation carried out by an accredited member of the Royal Institute of Chartered Surveyors (RICS) within 4 years prior to the date of Damage and updated annually in-between in accordance with the recommendation of an accredited RICS member this Condition shall not apply.

F Alternative Accommodation and/or Loss of Rent

In the event that Buildings occupied solely or partially for residential purposes suffer Damage and no Sum Insured on Rent for the residential portions has been allocated then this insurance extends to include such loss of Rent including the cost of re-letting and any additional expenditure as detailed in Section 2 Loss of Rent. A (a) and (b).

For the purposes of the cover by this Condition:

a 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 36 months;

b the Underinsurance Condition is deleted.

This Condition will alternatively indemnify the Insured in respect of any expenditure incurred in the provision of comparable accommodation for the benefit of any lessee to comply with the requirements of the lease.

The Company's liability under this Condition shall not exceed 33.33% of the Sum Insured applicable to the residential building or residential portion of the building concerned.

Section 2: Loss of Rent

Definitions

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

Buildings

The Buildings as defined and insured under Section 1: Property Damage.

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

Rent including turnover rent and service charges (unless service charges are insured by a separate item) and revenue from advertising space.

Cover

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

A Loss of Rent

a rent receivable:

the actual amount of the reduction in the Rent receivable by the Insured during the Indemnity Period solely in consequence of the Damage less any savings that result from reduced costs and expenses during the same period and less any Rent received from the provision of alternative accommodation;

b the cost of re-letting:

the legal and other costs necessarily and reasonably incurred with the Company's prior consent during the Indemnity Period in re-letting the Buildings solely in consequence of the Damage;

c the additional expenditure:

the expenditure necessarily and reasonably incurred with the Company's prior consent solely in consequence of the Damage solely to avoid or minimise the loss of Rent during the Indemnity Period but not exceeding 110% of the amount of the reduction avoided by such expenditure;

d the business rates:

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

e public relations expenditure:

the further additional expenditure in maintaining public relations whilst repairs are being carried out during the indemnity period necessarily and reasonably incurred with the Company's prior consent solely in consequence of the Damage;

f accelerated reinstatement expenditure:

the further additional expenditure necessarily and reasonably incurred with the Company's prior consent during the Indemnity Period solely in consequence of the Damage solely to avoid or minimise any loss of Rent not recoverable by the Insured under this or any other policy during the period of twelve months immediately after the expiry of the Indemnity Period but not exceeding the loss of Rent thereby avoided during that period of twelve months by the Insured;

g professional fees:

the reasonable charges payable by the Insured and incurred with the prior 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;

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.

In the event of underinsurance the amount payable shall be adjusted in accordance with the Underinsurance Condition.

The maximum amount payable for all losses or series of losses arising directly from the same originating cause in respect of any item on Loss of Rent insured under this Section is 200% of the Sum Insured stated in the Schedule for such item before any adjustment in accordance with the Underinsurance Condition.

B Additional Increased Cost of Working

The further expenditure necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss of Rent or to comply with lease or service obligations during the Indemnity Period. The maximum amount the Company will pay under this Cover B is the Sum Insured stated in the Schedule.

C 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 C 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:

a account shall be taken of:

- **i** any negotiations the Insured have had with prospective tenants both before and after the Damage;
- **ii** the demand for similar accommodation in the area; and

b 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 under this Section is extended to include the following. Also see the Optional Extensions applicable to this Section on page 24.

A Buildings Awaiting Letting at Commencement of Period of Insurance

If at the time of the Damage any Buildings referred to in the Schedule have been newly leased since commencement of the Period of Insurance but no Sum Insured on Loss of Rent has been allocated to the new tenancy, the insurance extends to include such Rent for a total sum not exceeding £500,000 per annum for a Maximum Indemnity Period of three years for all losses or series of losses, arising directly from the same originating cause.

B Contingency Rent Extensions for Landlords' Protection

1 Where there is provision in the lease agreed between the Landlord and lessee of the Buildings for an abatement of rent in the event of any loss as described below; or

2 where the Rent receivable by the Landlord is reduced as a direct consequence of the turnover of the lessee's business being reduced by any such loss; or

3 in respect of any Premises where there are no leases or licenses in force at the date of any such loss,

the insurance by the item on Loss of Rent is extended to include the following, subject to the Company's liability not exceeding £1,000,000 for all losses or series of losses arising directly from the same originating cause:

a Denial of Access

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

- **i** unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers;
- **ii** thought to contain or actually containing a harmful device, provided that the police are immediately informed; or
- **iii** closed down or sealed off in accordance with instructions issued by the police or by any other statutory body except where the cause of such closure or sealing is due to:
  - **1** the condition of the Buildings or the business carried on within the Buildings; or
  - **2** the Insured or lessee's non-compliance with a prior order of the police or any statutory body.

Provided that:

- **i** the Company shall not be liable for loss arising from any cause within the control of the Insured or lessee or loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear; and
- **ii** the Indemnity Period under Extension **B a** Denial of Access shall not exceed 3 months;

b Disease, Vermin, Defective Sanitary Arrangements, Murder and Suicide

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

i 1 acute encephalitis, acute poliomyelitis, anthrax, chickenpox, cholera, diphtheria, dysentery, legionellosis, legionnaires disease, leprosy, leptospirosis, malaria, measles, meningococcal infection, mumps, ophthalmia neonatorum, paratyphoid fever, bubonic plague, rabies, rubella, scarlet fever, smallpox, tetanus, typhoid fever, viral hepatitis, whooping cough or yellow fever;

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;

ii the discovery of vermin or pests;

iii any accident causing defects in the drains or other sanitary arrangements;

iv any occurrence of murder or suicide.

provided that

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

ii the Company shall not be liable under this Extension:

1 for any costs incurred in the cleaning, repair, replacement, recall or checking of property;

2 for loss arising at Locations which are not wholly or partially closed on the order or advice of the local or governmental public authority;

c Failure of utilities

Loss as insured caused by the failure of the supply of:

i electricity at the terminal ends of the supply authority's service feeders at the Buildings;

ii gas at the supply authority's meters at the Buildings;

iii water at the supply authority's main stop cock serving the Buildings; or

iv land-based telecommunications

by any accidental cause other than the deliberate act of any supply authority or by any such authority exercising its power to withhold or restrict supply or by drought.

C Loss of Attraction

The insurance by each item on Loss of Rent includes loss as insured caused by Damage to buildings or other property within one mile of the Location which would have such an effect on the business carried on at the Location that:

a 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;

b 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 £500,000 for all losses or series of losses, arising directly from the same originating cause.

D Loss of Investment Income on Late Payment of Rent

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

E Managing Agents and Insured's Own Premises

The insurance by each item on Loss of Rent includes loss as insured resulting solely from Damage by any of the Perils insured under Section 1 to buildings or other property at any location in the United Kingdom owned or occupied by the Insured or their managing agents for the purposes of their business in consequence of which Rent receivable by the Insured is reduced subject to the Company's liability not exceeding £500,000 for all losses or series of losses, arising directly from the same originating cause.

F Prevention of Access

The insurance by each item on Loss of Rent includes loss as insured caused by prevention or hindrance of access to the Buildings or prevention of use of the Buildings in consequence of an occurrence any of the Perils insured under Section 1 within one mile of the Buildings subject to the Company's liability not exceeding £500,000 for all losses or series of losses, arising directly from the same originating cause.

G Shortfall in Rent Following Review

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

H Stepped Rent

If during the Indemnity Period and as a result of Damage by any of the Perils insured under Section 1 the Insured is precluded from exercising their right to receive the full rental income that they would have received but for a stepped rent clause in the lease the Company will pay the actual loss of Rent sustained in respect of the Buildings which have suffered the Damage.

I Turnover Rent (Future Reviews)

If in consequence of Damage by any of the Perils insured under Section 1 any lessee suffers a reduction in the turnover of their business and solely in consequence of this there is a reduction in the Rent receivable by the Insured during the period commencing from the date of the next rent review subsequent to the Damage the Company will pay to the Insured the actual amount of the reduction in Rent solely in consequence of the Damage up to a maximum indemnity Period of 60 months from that date.

Conditions Applicable to this Section

The following Conditions apply to this Section. Also see the Conditions applicable to this Section on page 26.

A Break Clauses

This insurance shall not be prejudiced by any insurance or casualty break clause in a lease that enables a lessee to determine the lease in the event of Damage.

B Buildings Awaiting Sale

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

1 during the period prior to the date upon which but for the Damage the Buildings would have been sold,

the loss of Rent being:

the actual amount of the reduction in the Rent receivable by the Insured solely in consequence of the Damage;

2 during the period commencing with the date upon which but for the Damage the Buildings would have been sold and ending with the actual date of sale or with the expiry of the Maximum Indemnity Period if earlier,

the loss in respect of interest being:

- **a** the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the Business, subject to the actual rate of interest (for the purpose of calculating the actual interest incurred) being capped by the Company at the rate that is the average of the daily Sterling Overnight Index Average rates applying during the Indemnity Period (excluding weekends) plus 4%; and
- **b** the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided under (a)

less any amount receivable in respect of Rent;

3 **the additional expenditure** being:

- **a** the expenditure necessarily and reasonably incurred solely in consequence of the Damage solely to avoid or minimise the loss payable under 1 or 2 immediately above but not exceeding the amount of loss avoided by such expenditure;
- **b** the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the Damage but not exceeding either an amount equivalent to the expenditure incurred immediately prior to the Damage or £50,000 whichever is the less for all losses or series of losses, arising directly from the same originating cause except:
  - **i** the amount payable shall be adjusted to provide for any benefit derived by the Insured from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by the Insured;

ii in the event of underinsurance the amount payable shall be adjusted in accordance with the Underinsurance Provision Rent – Blanket basis Condition below;

Provided that the maximum amount payable for all losses or series of losses arising directly from the same originating cause in respect of any item on Loss of Rent insured under this Section is 200% of the Sum Insured stated in the Schedule for such item before any adjustment in accordance with the Underinsurance Condition.

C Material Damage Proviso

Applicable separately to each Item

This insurance shall not apply in respect of any item on Loss of Rent 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:

a payment shall have been made or liability admitted under such insurance; or

b payment would have been made or liability would have been admitted thereunder but for the operation of a proviso excluding liability for losses below a specified amount,

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

D Payments on Account

Payments on account will be made to the Insured in respect of claims for loss of Rent on the date upon which but for the Damage the Rent would have been due from the lessee unless the claim is under investigation by the Company.

E Rent Free Period

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

F Underinsurance Provision Rent – Blanket basis

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

Day One Rental Value

The actual annual Rent at the commencement of the Period of Insurance including reasonable estimated allowances for any turnover rent and/or service charges if insured which shall be proportionately increased if the Indemnity Period exceeds 12 months.

If no rent is being received at the commencement of the Period of Insurance the Day One Rental Value shall be deemed to be the estimated market rent or if there is a rent free period it shall be deemed to be the actual annual Rent that applies from the date immediately after the rent free period ceases.

Sections 1 and 2: **Supplemental**

General Conditions applicable to Sections 1 & 2

These Conditions apply to Section 1 & 2 of the Policy.

A Alterations and Additions to the Location including partial refurbishments and fit-outs

In the event that alterations or additions to the Location are effected during the Period of Insurance and are not more specifically insured, the following increases in cover shall apply from practical completion of the work until the expiry of the Period of Insurance immediately following such completion.

Buildings

The Declared Value and Sum Insured shall each be increased by such percentage as represents the value of the alterations or additions not exceeding either 10% of the Declared Value or Sum Insured (as applicable) or £1,000,000 whichever is the less.

Rent

If the Rent is to increase following completion of the alterations or additions the Company's liability shall be increased by the anticipated amount of the additional Rent for the Indemnity Period insured not exceeding either 10% of the Sum Insured in respect of the Rent or £250,000 whichever is the less.

B Automatic Reinstatement of Sum Insured

In the absence of written notice by the Company or the Insured to the contrary within 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.

C Contracting Purchaser's Interest

If at the time of any insured Damage the Insured shall have exchanged contracts (or missives concluded) to sell their interest in any Building insured the purchaser shall, with the written consent of the Insured, be included as a co-insured in the Schedule to the Policy from the date of exchange (or conclusion of missives) and shall be entitled to the benefit of the insurance on Sections 1 and 2 under this Policy in respect of such Damage. This Condition shall only apply if the purchase is subsequently completed and if the Buildings and Rent are not otherwise insured at the time of the loss by the purchaser or on their behalf.

In respect of insurance on Rent, where Damage has occurred prior to exchange of contracts (or conclusion of missives) and the purchase is subsequently completed, the purchaser shall, with the consent of the Insured, be entitled on completion of the purchase to the benefit of the Rent insurance to the same extent as the Insured would have if the Building had not been sold.

D General Interest Condition

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 in the event of any claim arising.

Optional Extensions Applicable to Sections 1 & 2

The Optional Extensions are applicable to Sections 1 & 2 and are in addition to any other applicable Extensions. These Optional Extensions are only insured if shown as operative in the Schedule.

A Automatic Cover – Newly Acquired/Newly Completed Redeveloped or Refurbished Properties

This insurance is extended to include cover:

a from the date of exchange of contracts for premises newly acquired by the Insured;

b from the date of practical completion for premises previously insured under a construction policy within the United Kingdom, the Channel Islands and the Isle of Man to the extent that the Insured's interest is not protected by any other more specific insurance.

Provided that:

a as soon as reasonably practicable the Insured shall notify the Company in writing of each premises and arrange specific cover with the Company;

b the cover under this Extension shall operate for a maximum period of 30 days from the date set out in (a) or (b) above, as applicable;

c this insurance shall not apply in respect of any cause or cover otherwise excluded from these Sections of the Policy;

d the Company's liability for all losses or series of losses arising directly from the same originating cause for Sections 1 and 2 shall not exceed £2,000,000 any one premises;

e in respect of any premises purchased for refurbishment or redevelopment, Indemnity Basis B (as set out in Section 1 Basis of Settlement) shall apply in respect of Buildings and in respect of any premises purchased and due for demolition the basis of settlement shall be the additional costs associated with clearing and securing the Buildings;

f the insurance under this extension shall be subject to all the terms Conditions and Exclusions of the Policy.

B Inadvertent Omission to Insure

The insurance is extended to include any premises in the United Kingdom which the Insured own or which they are responsible to insure:

a which the Insured has inadvertently failed to insure under this Policy or any other policy;

b which the Insured has inadvertently failed to insure against all the Perils by Section 1 of the Policy but the cover under this Extension in respect of premises under (b) is restricted to loss caused by the Perils which the Insured has failed to insure against

Provided that:

a immediately on becoming aware of:

i any premises not insured under (a) above the Insured shall arrange insurance with the Company with effect from inception of this Policy or any policy this Policy has replaced or the date upon which the insurance should have been arranged whichever is the later;

ii any premises not insured for all the Perils by this Policy under (b) above the Insured shall arrange insurance for the uninsured Perils with effect from inception of this Policy or any policy this Policy has replaced or the date upon which the insurance should have been arranged whichever is the later;

b this Extension shall not apply to any premises covered under Automatic Cover – Newly Acquired/ Newly Completed Redeveloped or Refurbished Properties Extension;

c the Company's liability for all losses or series of losses, arising directly from the same originating cause for Sections 1 and 2 shall not exceed £2,000,000 any one premises;

d in respect of any premises purchased for refurbishment or redevelopment cover is limited to Indemnity Basis B (as set out in Section 1 Basis of Settlement) and in respect of any premises purchased and due for demolition the basis of settlement shall be the additional costs associated with clearing and securing the Buildings;

e the insurance under this Extension shall be subject to all the terms Conditions and Exclusions of the Policy.

C Privity of Contract

The insurance is extended to provide indemnity to the Insured:

a against legal liability as former landlord or tenant to any landlord or tenant to insure repair or reinstate Damage to Premises which:

i arises from a breach by any subsequent landlord or tenant of its obligations under a lease to insure repair or reinstate Damage to the Premises such that the Insured is also thereby in breach of those obligations; and

ii arises out of any claim which is first made in writing to the Insured during any Period of Insurance and notified to the Company during or within 30 days after expiry of the Period of Insurance;

b against legal liability for claimant's costs and expenses in connection with (a) above;

c in respect of:

i costs of legal representation at proceedings in any court arising out of any occurrence specified in (a) above which may be the subject of indemnity under this Extension;

ii all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under (a) above,

incurred with the Company's written consent.

Provided that:

a the indemnity shall not apply to legal liability arising out of any cause happening before the Retroactive Date shown in the Schedule;

b the Company's liability for all losses or series of losses arising directly from the same originating cause for Sections 1 and 2 shall not exceed £2,000,000 any one premises;

c notwithstanding proviso (a) above in no case shall the liability of the Company exceed the lesser of:

i the difference between:

1 the amount payable under any insurance effected by any other landlord, former landlord, tenant, former tenant or any other insurance of this type; and

2 the total cost of insurance repairs or reinstatement as provided by this Policy

except in cases which fall within (ii) below;

ii the difference between:

1 the amount payable under any insurance effected by any other landlord, former landlord, tenant, former tenant or any other insurance of this type; and

2 the amount payable by Indemnity Basis B (as set out in Section 1 Basis of Settlement)

if at the date of the occurrence or event giving rise to such liability the premises is intended for renovation, refurbishment or redevelopment;

iii in either of (i) or (ii) above the Company's rateable portion of the Damage calculated according to the number of persons (whether or not insured) who have at the time held or who hold the reversion of the lease of the premises;

d the Insured must take all reasonable steps including but not limited to making or joining in any necessary application to court to obtain release from its liabilities as former landlord or tenant of the premises following disposal;

e the insurance under this Extension, shall be subject to all the terms Conditions and Exclusions of the Policy.

For the purposes of this Extension premises shall mean Buildings of which the Insured was previously the landlord but no longer the landlord at the date of occurrence or event giving rise to such liability.

D Third Party Failure to Insure

The insurance provided by Section 1 of this Policy extends to include any premises within the United Kingdom, the Channel Islands and the Isle of Man owned or leased by the Insured which by virtue of lease requirements are required to be insured by another party and where that party has:

a failed to insure against all the Perils insured by this Policy; or

b failed to insure for a sufficient amount to provide for reinstatement of the Buildings and/or for loss of Rent as specified in the lease; or

c invalidated the Policy or the claim

provided that:

a immediately on becoming aware of:

i any premises not insured for all the Perils insured by this Policy the Insured shall arrange insurance for the uninsured Perils;

ii any premises not insured for a sufficient amount to provide for reinstatement of the Buildings and/or loss of Rent as specified in the lease the Insured shall arrange insurance for the reinstatement of the Buildings and/or loss of Rent as specified;

iii any facts or circumstances that might invalidate the Policy or a claim the Insured shall notify the Company accordingly;

b this Extension shall not apply to any premises covered under the Automatic Cover or Inadvertent Omission to Insure clauses and in respect of premises under (a) above shall apply only for the Perils not insured by the third party's policy;

c the Company's liability for all losses or series of losses arising directly from the same originating cause for Sections 1 and 2 shall not exceed £2,000,000 any one premises but in no case shall the liability of the Company exceed:

i the difference between the amount payable under any insurance effected by the third party or any other insurance on the premises and the total cost of reinstatement and loss of Rent as provided by this Policy; or

ii the value of the Insured's interest in the premises

whichever is less;

d there shall be in force at the time of Damage a valid and enforceable lease requiring the property to be insured against some or all of the Perils insured hereby;

e the Insured has procedures in place to ensure that the third party effects and maintains adequate insurance and wherever possible the Insured's interest is noted and protected by a non-invalidation clause and lapse/cancellation notification undertaking;

f the insurance under this provision shall be subject to all the terms, conditions and exclusions of the Policy with the exception of paragraphs (a) and (b) of Claims Condition 4 (Subrogation)

Section 3: Terrorism Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

Notwithstanding any provisions to the contrary within this Policy, the insurance in respect of all items, Clauses or Extensions, insured by the insurances shown in the Terrorism Insurance section of the Schedule, are extended to include Terrorism Insurance as specified in the Heads of Cover below.

Terrorism Insurance Heads of Cover:

A Damage;

B Non-Damage; and

C loss resulting from Damage to Property,

to the extent and insofar that they are insured by this Policy in the Territories stated below, the proximate cause of which is an Act of Terrorism, where any Act of Terrorism within Great Britain must be certified as such by HM Treasury or a tribunal as may be agreed by HM Treasury, provided always that Terrorism Insurance is:

1) subject to Exclusions 1–3 below; and

2) not subject to any other exclusions stated in this Policy

provided also that the Company's liability in any one Period of Insurance shall not exceed:

i) in the whole the total Sum Insured; and

ii) in respect of any item its Sum Insured, or any other stated Limit of Liability specified in the Schedule or elsewhere in the Policy,

whichever is the lower subject always to the limit(s) applying to Terrorism Insurance shown against the Territories stated below after the application of all the provisions of the insurance including any Insured's Contribution or Excess.

Territory		Limit of Liability
A)	Great Britain	As otherwise specified in this Policy
B)	Elsewhere in the world	Not insured

Conditions

1 In any action, suit or other proceedings where the Company alleges that any Damage, Non-Damage or loss resulting from Damage to Property is not covered by this Terrorism Insurance the burden of proving that such Damage, Non-Damage or loss is covered shall be upon the Insured.

2 Any terms in this Policy which provide for adjustments of Premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance.

3 If this Policy is subject to any Long-Term Agreement / Undertaking, it does not apply to Terrorism Insurance.

All the terms, definitions, provisions, conditions, and extensions of this Policy apply except in so far as they are expressly varied by the Terrorism Insurance section.

Exclusions

Terrorism Insurance does not cover:

1 Riot civil commotion War and Allied Risks

Any loss or Damage whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

2 Electronic Risks

Any loss or Damage whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

A) Damage or Non Damage to or the destruction of any Computer System; or

B) any alteration, modification, distortion, erasure or corruption of Data; and

in each case whether the property of the Insured or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

3 Nuclear Risks and Chemical, Biological and Radiological Contamination

Any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:

A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;

C) chemical and/or biological and/or radiological irritants, contaminants, or pollutants,

in respect of property situated outside of Great Britain.

Special Provision

Terrorism Insurance does not cover:

1 Cyber Terrorism

This Special Provision applies only to:

A) Terrorism Insurance Heads of Cover A and C; and

B) Property situated within Great Britain except it is not a requirement of cover for the person(s) initiating the act of terrorism to be sited in England, Wales, or Scotland;

and does not apply to:

i Terrorism Insurance Head of Cover B; or

ii Property situated outside of Great Britain; or

iii Residential Property insured in the name of a Private Individual.

Electronic Risks Exclusion 2A) and 2B) above shall not apply to any Covered Loss provided that such Covered Loss:

1) results directly (or, solely as regards 2)c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System;

and

2) comprises:

a) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by the Insured; or

b) the amount of business interruption loss suffered directly by the Insured by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either;

i) damage to or destruction of Property insured by the Insured; or

ii) as a direct result of denial, prevention or hindrance of access to or use of the Property insured by the Insured by reason of an Act of Terrorism causing damage to other property within one mile of the Property insured by the Insured to which access is affected; or

c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish such loss,

and

3) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of Property for the purposes of this Special Provision shall additionally exclude:

A) any money (including Money as defined within this Policy), currency, electronic cryptographic or virtual currency including bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument or any sort whatever; and

B) any Data.

Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of 2) within this Special Provision, indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in 1) within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property from being recoverable under this Special Provision.

In no other circumstances than the previous paragraph, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Terrorism Insurance.

Definitions

Where the following defined words appear elsewhere in this Policy, they are replaced only in respect of this Terrorism Section by the definitions below. All other definitions remain unchanged.

Act of Terrorism

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

Computer Systems

means a computer or other equipment or component or system or item which processes, stores, transmits, or receives Data.

Covered Loss

means all losses arising under Terrorism Insurance Heads of Cover A and/or C of this Terrorism Insurance section that occurs in the Territory, the proximate cause of which is an Act of Terrorism.

Damage

means physical loss, destruction or damage.

Data

means data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

Denial of Service Attack

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems.

The definition of Denial of Service Attack includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Great Britain

means England, Wales and Scotland (including the Channel Tunnel up to the frontier with the Republic of France as defined by the Treaty of Canterbury 1986) but not the territorial seas adjacent to (as defined by the Territorial Sea Act 1987).

Hacking

means unauthorised access or legitimate access resulting in unauthorised acts to any Computer System by whatever means, whether the property of the Insured or not.

Non-Damage

means all losses arising as a result of interruption or interference with the Business of the Insured in consequence of:

A) access to, exit from or use of any premises located within the Territory owned or occupied by the Insured being impaired or prevented due to the actions of the police, competent authority or any other statutory authority, the proximate cause of which is an Act of Terrorism; and/or

B) an Act of Terrorism in the vicinity of, but in no event further than one mile from, any premises within the Territory owned or occupied by the Insured which results in the business carried on at such premises having a diminished attraction to customers and solely in consequence thereof, an identifiable reduction in the business of the Insured, but in no event shall the maximum period of indemnity for such interruption or interference with the business exceed three months.

Nuclear Installation

means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

A) the production or use of atomic energy; or

B) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or

C) the storage, processing, or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

means any plant (including any machinery, equipment, or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Phishing

means any access or attempted access to Data or a Computer System made by means of misrepresentation or deception whether effected by or to a human, a Computer System, an AI system or by whatever means.

Private Individual

means any:

A) individual; or

B) beneficiaries of or trustees of a trust where insurance is arranged under the terms of a trust; or

C) beneficiaries or executors of a will; or

D) sole traders,

where Residential Property is occupied by the individual, a beneficiary or trustee of a trust, or a beneficiary or executor of a will, or sole trader as their private residence(s), unless more than 20% commercially occupied (either by floor area or on the basis of the number of days that the Property is open to public).

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the title of the Insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured.

Property

means Property Insured (as defined within this Policy), but excluding:

A) any land or building which is occupied as a private residence or any part thereof which is so occupied unless:

- **i)** insured under the same contract of insurance as the remainder of the building which is not a private residence and is more than 20% commercially occupied (either by area or on the basis of the number of days that the Property is open to public); or
- **ii)** not insured in the name of a Private Individual; or

B) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

Residential Property

means houses and blocks of flats and other dwellings (including household contents and personal effects of every description).

Virus or Similar Mechanism

means any program code, programming instruction or any set of instructions constructed with the purpose and ability, or generated or operated by an AI system, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate, or monitor as above.

Section 4: Property Owners' Liability

Definitions

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

Occurrences

1 accidental Bodily Injury to any person;

2 Damage to Property;

3 obstruction, trespass, nuisance or interference with any easement of air, light, water or way; or

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.

Indemnity Limit

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

Bodily Injury

Bodily injury which shall include death, disease or illness.

Business

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

a the ownership, repair, maintenance and decoration of the Locations;

b private work undertaken by any Employee for the Insured; and

c 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.

Craft

Any vessel or craft or thing, made or intended to float on or in or travel through water, air or space.

Excess

The Company shall not be liable for the first amount of each and every claim stated under the excesses set out in the Schedule or otherwise stated in this Section.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

Pollution or Contamination

a All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

b all Damage or Bodily Injury, directly or indirectly caused by such pollution or contamination.

Property

Physical property.

Territorial Limits

a The United Kingdom, the Channel Islands and the Isle of Man; and

b elsewhere in the world for visits in connection with the Business undertaken by the Insured or any of the Insured's directors or Employees normally resident in **a** above, in respect of the performance of non-manual work, but excluding any work involving the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

Cover

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

1 **a** all sums which the Insured shall become legally liable to pay as damages(including interest thereon); and

b 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; and

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 or at any coroner's inquest or fatal accident inquiry.

Section 4(a): Property Owners' Liability Legionellosis

Cover under this Sub-Section only applies if shown as Operative in the Schedule.

Definitions

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

Occurrences

Bodily Injury to any person caused by Legionellosis in respect of the Business.

Bodily Injury

Bodily injury which shall include death, disease or illness.

Craft

Any vessel or craft or thing, made or intended to float on or in or travel through water, air or space.

Excess

The Company shall not be liable for the first amount of each and every claim stated under the excesses set out in the Schedule or otherwise stated in this Section.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

Indemnity Limit

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

Legionellosis

Any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

Cover

The Company will, subject to the Indemnity Limit, indemnify the Insured or any person indemnified under Extensions E and F of Section 4 Property Owners Liability against:

1 a all sums which the Insured shall become legally liable to pay as damages (including interest thereon); and

b claimant's costs and expenses, if the Insured is ordered to pay them or paid with the Company's written consent,

in respect of an Occurrence where:

a the claim is first made in writing to the Insured or any person indemnified under Extensions E and F of Section 4 Property Owners Liability during the Period of Insurance; or

b the Insured or any person indemnified under Extensions E and F of Section 4 Property Owners Liability first becomes aware of any circumstance during the Period of Insurance which:

i has caused or is alleged to have caused the Occurrence; or

ii can be reasonably expected to give rise to a claim which may be the subject of the indemnity provided above and is notified to the Company;

1 during; or

2 within 30 days after expiry of,

the same Period of Insurance;

2 a all costs and expenses, incurred by the Insured with the Company's written consent in defending any claim under this Section; and

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

Provided that:

1 the Company may at any time pay the Indemnity Limit (less any sums already paid) or any lesser amount for which at the absolute discretion of the Company the claim or claims can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof;

2 all claims arising out of the same isolated, repeated or continuing incidence of Legionellosis shall be deemed to be made in the Period of Insurance when:

a the first claim was made in writing to the Insured or any person indemnified under Extensions E and F of Section 4 Property Owners Liability and notified to the Company; or

b the first notification of any circumstance was first made to the Company; and

3 the Company will not be liable for the amount of the Excess.

Section 4(b): Property Owners' Liability Financial Loss

Cover under this Section only applies if shown as Operative in the Schedule.

Definitions

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

Asbestos

Crocidolite, amosite, chrysotile, actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

Asbestos Dust

Fibres or particles of Asbestos.

Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust.

Craft

Any vessel or craft or thing, made or intended to float on or in or travel through water, air or space.

Excess

The Company shall not be liable for the first amount of each and every claim stated under the excesses set out in the Schedule or otherwise stated in this Section.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

Indemnity Limit

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

Intellectual Property Rights

Any patent, trade mark, copyright, registered design, technical or commercial information or other intellectual property.

Cover

The Company will, subject to the Indemnity Limit, indemnify the Insured or any person indemnified under Extensions E and F of Section 4 Property Owners Liability against:

1 **a** all sums which the Insured shall become legally liable to pay (other than arising under contract) as damages (including interest thereon); and

b claimant's costs and expenses, if the Insured is ordered to pay them or paid with the Company's written consent,

in respect of financial loss incurred in connection with the Business where the claim is:

a first made in writing to the Insured or any person indemnified under Extensions E and F of Section 4 Property Owners Liability during the Period of Insurance;

and

b notified to the Company:

i during; or

ii within 30 days after expiry of,

the same Period of Insurance;

2 all costs and expenses, incurred by the Insured with the Company's written consent in defending any claim under this Section; and

3 the solicitor's fees incurred by the Insured with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to financial loss which may be the subject of indemnity under this Section.

Provided that

1 the Company may at any time pay the Indemnity Limit (less any sums already paid) or any lesser amount for which at the absolute discretion of the Company the claim or claims can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof; and

2 the financial loss is sustained within the United Kingdom;

3 the Company will not be liable for the amount of the Excess.

Sections 4, 4(a) and 4(b): **Supplemental**

The following are applicable to the sections stated.

Extensions applicable to Section 4 only

The following Extensions are applicable to Section 4 only.

A 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 Channel Islands or the Isle of Man committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- **a** the Company's liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- **b** this Extension shall only apply to proceedings brought in the United Kingdom, the Channel Islands or the Isle of Man;
- **c** the Company must consent in writing to the appointment of any solicitor or counsel, acting on behalf of the Insured;
- **d** the Insured shall immediately notify the Company of receipt of any summons or other process, served upon the Insured, which may give rise to proceedings arising from the cover under this Extension; and
- **e** before the Company consent to any appeal proceedings costs the counsel must have advised there is a strong possibility the appeal will be successful.

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

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

- **a** if the Insured have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- **b** for any fines or penalties, of any kind; or
- **c** 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.

B Contingent Motor

Notwithstanding Exclusion 7 under this Section the indemnity provided by this Section extends to indemnify the Insured against legal liability arising out of the use in the course of the Business of any motor vehicle which is not the property of nor provided by the Insured.

Provided that the Company shall not be liable:

- **a** for loss, destruction or damage, to such vehicle or any property contained therein;
- **b** whilst such vehicle is being driven by the Insured;
- **c** 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;
- **d** for legal liability for which the Insured is entitled to indemnity under any other insurance; or
- **e** for legal liability arising outside the Territorial Limits.

C Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and, at the Insured's request, any director or partner of the Insured or any Employee against legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed in the course of the Business during the Period of Insurance.

The Company will also pay prosecution costs for which the Insured is legally liable and any other costs in appealing against any judgment given.

Provided that:

- **a** the prosecution relates to the health, safety and welfare of any person other than an Employee;
- **b** proceedings arise from an incident which relates to a claim or potential claim under this Section; and
- **c** this indemnity shall not apply to:
  - **i** the payment of any costs or expenses incurred without the Company's written consent; or
  - **ii** the payment of fines or penalties.

D 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 Property sustained by fellow members of such organisations while engaged in the activities of such organisations.

E 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:

a the Company shall retain sole conduct and control of any claim; and

b the principal shall observe fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

F Indemnity to Others

The Insured shall also include:

a 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; and

b if the Insured so requests:

i 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;

ii 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 capacities as such; and

iii any of the Insured's directors or senior officials in respect of private work undertaken by any Employee for that director or senior official.

Provided that:

i such persons are not entitled to indemnity under any other policy covering such liability;

ii each person shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy in so far as they can apply;

iii the Company will retain sole conduct and control of any claim; and

iv where the Company is required to indemnify more than one party, the Company's total liability will not exceed the relevant Indemnity Limit.

G Leased or Rented Premises

Exclusion 4 of this Section shall not apply to legal liability for Damage to any premises (including their fixtures and fittings) leased, rented or hired, to the Insured.

Provided that this indemnity shall not apply to Damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

H 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.

Provided that this Extension shall not apply to:

a the cost of rectifying any damage or defect in the premises or land disposed of; or

b legal liability for which the Insured is entitled to indemnity under any other policy.

I Overseas Personal Liability

The indemnity provided by this Section is extended to indemnify the Insured and, at the Insured's request, any director or partner of the Insured or any Employee, or any family member accompanying them, while temporarily outside the Territorial Limits in connection with the Business against legal liability as provided by this Section incurred in a personal capacity.

Provided that this indemnity shall not apply:

a to legal liability arising out of the ownership or tenure of any land or building; or

b where indemnity is provided by any other insurance.

J Claims under Data Protection Legislation

The Company will indemnify the Insured against any compensation claim in respect of material or non-material damage where such damage occurs during the Period of Insurance and happens in connection with the Business, provided that the Insured:

a has complied in all respects with the Insured's obligations under the Data Protection (Charges and Information) Regulations 2018;

b is not in business as a computer bureau; and

c was acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

The Company's liability under this Extension (including all compensation, costs and expenses) shall be limited to a maximum amount of £500,000 in the aggregate and in any one Period of Insurance.

Provided that this indemnity shall not apply to:

i any material or non-material damage caused by any deliberate act or omission, by the Insured, where such material or non-material damage could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission;

ii any material or non-material damage caused by any act of fraud or dishonesty;

iii the costs and expenses of rectifying, rewriting or erasing data (including personal data);

iv liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;

v the payment by the Insured of any regulatory fines or penalties; or

vi any material or non-material damage caused by:

a any deliberate, reckless or negligent act of any Employee; or

b any failure by an Employee to act in accordance with the Insured's internal policies, procedures and guidelines.

For the purposes of this Extension:

i "GDPR" means:

The retained European Union law version of the General Data Protection Regulation (EU) 2016/679.

ii "compensation claim" means:

Any sums which the Insured becomes legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the United Kingdom GDPR, or any equivalent legislation in the Channel Islands or the Isle of Man, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time).

iii "controller" shall have the meaning given to it in Article 4 (7) of the United Kingdom GDPR.

iv "material or non-material damage" shall be interpreted in accordance with Article 82 of the United Kingdom GDPR.

Extensions applicable to Sections 4 & 4(a) only

K 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:

a	any director or partner of the Insured	£250
b	any Employee	£150.

L Cross Liabilities

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

Conditions applicable to Sections 4, 4(a) & 4(b)

1 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 4 only

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

1 the cost of replacing or making good faulty, defective or incorrect:

a workmanship; or

b materials, goods or other property sold, supplied, installed or erected by or on behalf of the Insured;

2 Damage to Property sustained while it is being worked upon and directly resulting from such work;

3 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;

4 legal liability for Damage to Property belonging to or in the charge or under the control of the Insured but this Exclusion shall not apply to directors or partners of the Insured, Employees' or visitors' property including

vehicles or their contents or any premises (including contents) which are temporarily occupied by the Insured for the purpose of work in connection with the Business (not being buildings which are owned by or leased, rented or hired to the Insured); or

5 legal liability arising in connection with any visits to or work on, any offshore rig or platform. A visit to or work on, any offshore rig or platform, shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

Exclusions applicable to Sections 4 , 4(a) & 4(b)

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

6 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;

7 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; or
- **b** mechanically propelled vehicle (or trailer attached thereto) licensed for road use, other than legal liability caused by or arising from:
  - **i** the use of plant as a tool of trade on site or at the Location;
  - **ii** the loading or unloading of such vehicle;
  - **iii** the movement of any such vehicle not the property of the Insured which is interfering with the performance of the Business; or
  - **iv** the possession of any such vehicle at the Premises,

  but this indemnity shall not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle;

8 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; 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;

9 liquidated damages, fines or penalties;

10 punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;

11 (not applicable to Section 4a) all legal liability in respect of Pollution or Contamination, other than that caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that:

- **a** all Pollution or Contamination, which arises out of any one incident, shall be deemed to have occurred at the time such incident takes place;
- **b** the liability of the Company for all damages (including interest thereon) payable in respect of all Pollution or Contamination, which is deemed to have occurred during any one Period of Insurance, shall not exceed in the aggregate the Indemnity Limit stated in the Schedule; and
- **c** this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories; or

12 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.

Exclusions applicable to Section 4(b) only

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

13 **a** legal liability for mental injury or fear of suffering bodily injury, death, disease or illness, arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials;

- **b** legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall or replacement of any property or part thereof, arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials;

14 legal liability arising out of any breach of anti-trust laws;

15 legal liability of whatsoever nature directly or indirectly caused or contributed to or occurring by:

- **a** the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials;
- **b** the release of Asbestos Dust; or

c the exposure of persons, buildings or property to Asbestos, Asbestos Dust or Asbestos Containing Materials;

16 legal liability arising out of any defamation, injurious falsehood, passing off or infringement of any Intellectual Property Rights;

17 legal liability arising from the diminution in the value of any property;

18 legal liability for any financial loss sustained by any Employee arising out of and in the course of employment by the Insured in the Business;

19 legal liability to any statutory authority arising from the enforcement of statutory requirements or the performance of statutory duties;

20 legal liability for financial loss arising from any reciprocal arrangement for the storage or processing of computer data or use of computer facilities; or

21 legal liability arising out of or in connection with any delays, strikes or labour disturbances.

Section 5: Employers' Liability

Definitions

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

Occurrence

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

Indemnity Limit

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

Bodily Injury

Bodily injury which shall include death, disease or illness.

Business

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

a the ownership, repair, maintenance and decoration of the Locations;

b private work undertaken by any Employee for the Insured; and

c 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.

Territorial Limits

a The United Kingdom, the Channel Islands and the Isle of Man; and

b elsewhere in the world where the Insured or any of the Insured's directors, partners or Employees normally resident in the United Kingdom, the Channel Islands or the Isle of Man are temporarily performing non-manual work in connection with the Business, but excluding any work involving the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

Cover

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

1 **a** all sums which the Insured shall become legally liable to pay as damages (including interest thereon); and

b claimants' costs and expenses, if the Insured is ordered to pay them or paid with the Company's written consent

in respect of an Occurrence;

2 all costs and expenses, incurred by the Insured with the Company's written consent in defending any claim under this Section; and

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

Extensions

The insurance under this Section is extended to include the following.

A 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 Channel Islands or the Isle of Man, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

a the Company's liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;

b this Extension shall only apply to proceedings brought in the United Kingdom, the Channel Islands or the Isle of Man;

c the Company must consent in writing to the appointment of any solicitor or counsel, acting on behalf of the Insured;

d the Insured shall immediately notify the Company of receipt of any summons or other process, served upon the Insured, which may give rise to proceedings arising from the cover under this Extension; and

e before the Company consent to any appeal proceedings costs the counsel must have advised there is a strong possibility the appeal will be successful.

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

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

a if the Insured have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;

b for any fines or penalties, of any kind; or

c 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.

B 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:

a	any director or partner of the Insured	£250
b	any Employee	£150

C Cross Liabilities

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

D Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and, at the Insured's request, any director or partner of the Insured or any Employee against legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed in the course of the Business during the Period of Insurance,

The Company will also pay prosecution costs for which the Insured is legally liable and any other costs in appealing against any judgment given.

Provided that:

a the prosecution relates to the health, safety and welfare of Employee(s);

b proceedings arise from an incident which relates to a claim or potential claim under this Section; and

c this indemnity shall not apply to:

i the payment of any costs or expenses incurred without the Company's written consent; or

ii the payment of fines or penalties.

E Indemnity to Principals

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

Provided that:

a the Company shall retain sole conduct and control of any claim and

b the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and extensions, of this Section in so far as they can apply.

F Indemnity to Others

The Insured shall also include:

a in the event of death of any person entitled to indemnity under this Section, the deceased person's legal personal representatives, but only in respect of legal liability incurred by the Insured; and

b if the Insured so requests:

i any director or partner of the Insured or Employee, while acting in connection with the Business, provided that the Insured would have been entitled to indemnity under the respective Section if the claim had been made against the Insured and

ii any officer, committee member or member, of the Insured's canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services, in their respective capacities as such;

iii any of the Insured's directors or senior officials in respect of private work undertaken by any Employee for that director or senior official.

Provided that:

i such persons are not entitled to indemnity under any other policy covering such liability;

ii each person shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply;

iii the Company will retain sole conduct and control of any claim; and

iv where the Company is required to indemnify more than one party, the Company's total liability will not exceed the relevant Indemnity Limit.

G Unsatisfied Court Judgments

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

Provided that:

a there is no appeal outstanding and

b if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee, shall assign the judgment to the Company.

Conditions applicable to this Section

A Provisions of Law

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

B Certificate of Employers' Liability Insurance

If this Policy or Section is cancelled any certificate of employers' liability insurance shall be similarly cancelled from the same date.

C 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 this Section

These Exclusions set out what is not covered under this Section.

The Company shall not be liable under this Section in respect of Bodily Injury:

a caused to any Employee (other than the driver) being carried in or upon a motor vehicle or entering or getting onto or alighting from a motor vehicle, where such Bodily Injury is caused by or arises out of the use by the Insured of a vehicle on a road. For the purpose of this exclusion the expressions "motor vehicle", "use" and "road", shall have the same meanings as in Part VII of the Road Traffic Act 1988; or

b arising in connection with any visits to or work on, any offshore rig or platform. A visit to or work on, any offshore rig or platform, shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from such offshore rig or platform.

Important Information

Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent, who arranged the Policy within 14 days of receipt. The Company will return any premium paid in accordance with General Condition 4 Cancellation.

Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent, who arranged the Policy. Any return of premium will be made in accordance with the General Condition 4 Cancellation.

How to make a claim

Should you need to make a claim under this policy, it is important for us to inform you that Gallagher will handle your claim under a delegated authority agreement on behalf of the Insurer Intact Insurance. If Gallagher are unable to handle your claim, they will inform you at the earliest opportunity.

In the event of a claim, please contact the Gallagher Claims Team using one the following methods:

Telephone: Call **01202 449611** between the hours of 9am and 5pm Monday to Friday. Outside of these hours, your call will be transferred to the Gallagher out-of-hours claims service.

Email: Bournemouthclaimsgroup@ajg.com

Online: You can complete an online claim form and submit it securely to Gallagher by visiting **https://www.ajg.com/uk/real-estate/blocks-of-flats-insurance/**.

When notifying Gallagher of claims, please provide as much detail as possible (policy number, contact details, address where damage has occurred, date on which the event happened, brief description of damage and its cause etc).

Key Claims Notes:

- Once your claim has been registered, you will be allocated a personal Claims handler who will manage your claim through to settlement.
- We would recommend that you take and submit photographic evidence of the damage caused in order to help validate your claim.
- Where repair costs are expected to exceed £1,000, Gallagher will require two detailed comparable estimates to be provided.
- For claims that exceed £5,000, it is likely that a Loss Adjuster will need to be instructed to manage the claim.
- Gallagher also offer a validation, quote and property restoration service for claims under £5,000. If this service is of interest to you, please let Gallagher know.
- Original final invoices will be required

How to complain

It is our intention to provide a high level of service at all time. If, however, you have reason to make a complaint about our service, we have internal procedures for handling complaints fairly and promptly.

Please contact Gallagher on **08000 92 93 94**.
Fax **01202 310120** or email **Bournemouthinfo@ajg.com.**

Your complaint will be acknowledged within 5 business days. Within 4 weeks you will receive either a final response or an explanation of why the complaint is not yet in a position to be resolved, with an indication of when the final response will be issued.

If you are not satisfied with the way in which a complaint has been dealt with by Gallagher, please write to Intact Insurance direct at the following address:
Intact Insurance
Customer Relations Team
PO Box 255
Wymondham
NR18 8DP
Email: **customerrelations@intactinsurance.co.uk.**

Details of Intact Insurance's complaints procedures including information on what you should expect in response to your complaint can

be found on Intact Insurance's website at **www.intactinsurance.co.uk/contact-us/complaints.**

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:
The Financial Ombudsman Service
Exchange Tower, London E14 9SR
Telephone: **0800 023 4567** or **0300 123 9123**.

Their website also has a great deal of useful information: **www.financial-ombudsman.org.uk.**

Details about our Regulator

Intact Insurance policies are underwritten by Intact Insurance UK Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number **202323**. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at **www.fca.org.uk**, or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at **www.bankofengland.co.uk/pra**, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

Financial Services Compensation Scheme

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

Data Protection

At Intact Insurance we are aware of the trust you place in us when you buy our products and our responsibility to protect your information. You can view and/or download our privacy notice from **www.intactinsurance.co.uk/privacy-notice/**. This tells you what we do with the information we collect about you, how we protect your information, what your rights are under data protection legislation and tells you what we are required to do by law. This includes details of who to contact should you have any concerns about the way in which Intact Insurance are using your personal information.

Whoever you are contacting, please always quote your Policy number as it will help your enquiry or complaint to be dealt with promptly.

Please be aware that telephone calls may be recorded for training and monitoring purposes.

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