

# POLICY TERMS & CONDITIONS



**DISCOUNT** ■  
insurance

**COMMERCIAL LANDLORDS INSURANCE**  
the key to commercial landlord cover

## **Discount Insurance**

### **Introduction**

Thank you for choosing **Discount Insurance**. This is **Your** Let Property Insurance **Policy** wording, setting out **Your** insurance cover in detail. This insurance offers a comprehensive cover, as well as extended options - please refer to **Your** insurance **Certificate** for **Your** level of **Cover**.

The information you have provided has been relied upon to calculate a premium and apply terms and conditions upon which insurance cover is offered. It is most important that **You** tell **Us** of any material change in **Your** circumstances which may affect this insurance cover. Material facts can have an effect on what you are covered for and how much **You** pay. If **You** are not sure whether something is important, please tell **Us** anyway, since a failure to disclose a material fact relevant to this insurance, could result in **Your** cover being invalid.

**We** recommend that **you** keep a copy or a record of all information **You** give to **Us**.

If **You** have any questions, please contact **Us** on 0208 847 8000 or free phone 0800 294 4522.

This insurance has been arranged by Discount Insurance, a trading style of Home and Travel Limited, through RGA Underwriting Limited and is underwritten by U K Insurance Limited trading as NIG, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales No 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.

Please visit [www.discountinsurance.co.uk](http://www.discountinsurance.co.uk) or [www.nig.com](http://www.nig.com), respectively, for further details.

This **Policy** is subject to the terms and conditions for the **Period of Insurance** shown in the **Certificate** and any subsequent period for which **You** shall pay and **We** agree to accept the premium.

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# How to Use Your Policy

## Your Policy

**Your policy** contains details of the extent of cover available to **you**, what is excluded from the cover and the conditions on which the **policy** is issued.

**We** wish to provide **you** with a good standard of service. To help **us** achieve this, it is important that **you** read this **policy** carefully. If it does not meet **your** requirements, or **you** have any comment or query about the **policy**, please contact **us** through **your** insurance adviser or at the office which issued **your policy**.

## Your Certificate

**Your certificate** provides details of the insurance cover provided, the Sections of the **policy** which are operative and the levels of cover **you** have.

Please examine **your certificate** to ensure it meets **your** requirements.

## Index Linking

The **sum insured** by each item of Sections 1 and 2 are index linked as a protection against inflation and at each renewal the premium will be revised in accordance with the index adopted by **us**.

**Index linking** will help to ensure that **sums insured** stay more in line with increasing costs and prices. However, this is dependent on the **sums insured** at inception being adequate.

Please check these to ensure they are adequate and advise **us** if any alteration is required.

## Using the Free Business Advice Service

Details of **our** helplines are provided on pages 4 and 5 of this **policy** booklet.

## Making a Claim

To make a claim, first read the **policy** and **certificate** and check that **you** are covered. Then follow the instructions provided under Claims Conditions B - Making a Claim.

**You** should ask **your** insurance adviser for a claim form and let **us** have as much information as soon as possible to help **us** deal with **your** claim promptly and fairly.

If **you** are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Important Information at the back of this **policy** Booklet.

# Important Helplines

Customer Services 0208 847 8000

Claims 0208 847 8007

Please have **your policy** number or personal details ready.

Please note that due to the Data Protection Act, **we** cannot issue details of this **policy** to third parties, unless **we** have received specific written confirmation from the insured, confirming that **we** can liaise with the said party regarding the insurance.

In order to maintain quality service, telephone calls may be monitored or recorded.

## Free Business Advice Service

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

These free helplines are provided for **your** use whilst **your policy** is in force:

## Business Legal Advice Helpline:

**0345 878 5024**

Unlimited access to a team of solicitors and other legal experts, for 24 hours confidential legal advice and guidance on any commercial legal problem such as:

- Employment
- Prosecution
- Landlord and tenant disputes
- VAT
- Contract disputes.

Please note that advice on motoring matters is not available.

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 other member country of the European Union;
- Switzerland and Norway.

This helpline is provided on **our** behalf by DAS Legal Expenses Insurance Company Ltd, all calls are recorded.

## Business Emergency Assistance Helpline:

**0345 878 5024**

Assistance in the event of an emergency affecting **your 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 **you** must pay any call-out or repair charges. One telephone call will bring assistance usually within 2 hours.

As the helpline is available 24 hours a day and seven days a week, **you** may call at any time.

Please ensure **your policy** number is available when telephoning as this will be requested - this appears on **your certificate**.

This helpline is provided on **our** behalf by DAS Legal Expenses Insurance Company Ltd, all calls are recorded.

## **Emergency Glazing & Security Assistance Helpline**

**0345 878 5455**

**Our glass** replacement service provides an efficient replacement service for fixed internal and external **glass** 24 hours a day, throughout the year.

In addition, replacement locks or emergency security measures are also available.

Provided the **damage** is covered by **your policy**, the cost will be settled by **us** directly with **our** service providers. If, however, the **policy** requires payment of the first amount of any claim, or if **you** are V.A.T. registered, **our** service provider will invoice **you** direct for this amount.

Note: Using any other repairer will not affect **your** right to claim.

This helpline is provided on **our** behalf by Glassolutions.

## **Stress Counselling Helpline**

**0345 878 5029**

A confidential counselling service for any **employee** (and their family) over the telephone, assisting issues such as:

- Stress;
- Depression;
- Family;
- Relationship;
- Bereavement.

All calls will be dealt with in the strictest confidence and are not recorded.

This service can also help with:

- Onward referral to relevant voluntary, self help groups or professional services;
- Availability of planned (weekly) telephone counselling sessions, time to suit caller;
- Details of face to face counsellors in **your** area.

This helpline is provided on **our** behalf by DAS Legal Expenses Insurance Company Ltd.

## **Health and Medical Assistance Helpline**

**0345 878 5031**

Advice and assistance concerning:

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

This helpline is provided on **our** behalf by DAS Legal Expenses Insurance Company Ltd, all calls are recorded.

## Policy Definitions

Certain words and expressions in this **policy** are defined to have a particular meaning. These have the same meaning wherever they appear in the **policy** and are defined below. Other Definitions have meanings particular to the Sections, Endorsements and/or Extensions in which they appear, and are defined in the appropriate Sections, Endorsements and/or Extensions.

All Definitions in the **policy** are written in bold wherever they appear to help **you** identify them.

### Business

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The 'business' as shown in the **certificate** and no other for the purposes of this **policy**.

### Certificate

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The **certificate** applicable to the **policy**.

### Damage

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Loss, destruction or damage.

### Excess

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The first amount of each and every claim for which **you** shall be responsible.

### Index Linking

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Whenever a **sum insured** is declared to be subject to index linking it is adjusted at monthly intervals as follows:

1. In respect of **buildings** in accordance with the percentage change in the General Building Cost Information Service
2. In respect of **landlords contents** and **contents of common parts** in accordance with the Durable Goods Section of the Retail Prices Index.

At each renewal the premium will be adjusted to apply to the **sum insured** which then pertains and **we** waive all rights to additional premium arising solely out of such index adjustments prior to renewal.

### Injury

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Bodily injury death, illness, disease or shock.

### Period of Insurance

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

b. any subsequent period,

for which **You** shall pay and **We** shall agree to accept **Your** premium.

### Policy

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This policy including the Sections and the **certificate** all of which should be read together as one contract.

### Premises

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The part of the premises at the address or addresses specified in the **certificate** belonging to **you**.

Unless otherwise stated the **buildings** at the premises are:

- a) Built of brick stone or concrete
- b) Roofed with slate tiles concrete
- c) Any plan numbers or letters shown in the **certificate** or specification attached thereto refer to a plan of the premises lodged with or maintained by **us**.

### Private Dwelling

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An independent part of the **premises** that is used as a home or residence and is maintained as a single household.

### Property

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Material property.

## Proposal

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Any signed proposal, declaration or other information supplied to **us** by **you** or on **your** behalf.

## Reinstatement Basis

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Whenever claims settlement is declared to be on a reinstatement basis, the basis upon which the amount payable in respect of the **property** insured is to be calculated shall be as follows:

- a. The rebuilding or replacement of **property** lost or destroyed which provided **our** liability is not increased may be carried out
  - i In a manner suitable to **your** requirements
  - ii Upon another site
- b. The repair or restoration of **property** damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

## Special Conditions

- i **Our** liability for the repair or restoration of **property** damaged in part only shall not exceed the amount which would have been payable had such **property** been wholly destroyed
- ii If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **property** covered by any item subject to this **Policy** Definition exceeds its **sum insured** at the commencement of any **damage**, **our** liability shall not exceed that proportion of the amount of the **damage** which the **sum insured** shall bear to the sum representing the total cost of reinstating the whole of such **property** at that time
- iii No payment beyond the amount which would have been payable in the absence of this **Policy** definition shall be made:
  - a. Unless reinstatement commences and proceeds without unreasonable delay
  - b. Until the cost of reinstatement shall have been actually incurred
  - c. If the **property** insured at the time of the **damage** shall be insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement
- iv All the terms and conditions of this **policy** shall apply:
  - a. In respect of any claim payable under the provisions of this **policy** Definition except insofar as they are varied hereby
  - b. Where claims are payable as if this **policy** Definition had not been incorporated.

## Sum Insured

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The sum insured as set out in the **certificate**.

## Vacant or Disused

**Buildings** or any part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 30 consecutive days.

## We/Us/Our

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U K Insurance Limited trading as NIG and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this **policy** and Home and Travel Limited as administrators.

## You/Your

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The 'Insured Name' in the **certificate**.



# General Conditions that apply to the whole of this policy

These Conditions apply to this **policy**. You must comply with these Conditions. Where additional Conditions apply to a specific Section of this **policy**, they are stated under that Section.

## A Fair Presentation of the Risk

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- a. **You** have a duty to make to **Us** 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, **We** 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 E 2) by notice to **You** in writing at **Your** 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 **We** would not have:
    - a. in relation to an alteration made to this **Policy**, agreed to the alteration on any terms, **We** may treat this **Policy** as if the alteration was never made, but in that event **We**:
      - 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. **We** will pay on such claim a percentage of what **We** 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, **We** may avoid this **Policy** and refuse all claims but will return any premiums paid; or
  - iii. neither deliberate nor reckless and **We**:
    - 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 **We** so require; 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 **We** did or (in the case of an unchanged premium) would have increased the premium, **We** may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.  
**We** will pay on such claim a percentage of what **We** 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 **We** would have charged;
      - ii. (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and **We** would have increased the premium, would not have reduced the premium, or would have reduced it by less than **We** did, **We** may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

**We** will pay on such claim a percentage of what **We** 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 **We** would not have changed it, and otherwise the increased or (as the case may be) reduced total premium **We** 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, **We** may reduce proportionately the amount to be paid on a claim.

**We** will pay on such claim a percentage of what **We** 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. **We** shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by **Us**), in relation to a breach of the duty to make to **Us** a fair presentation of the risk.

## **B Observance of Conditions**

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**Your** due observance and fulfilment of the terms and conditions of this **policy** shall be conditions precedent to **our** liability to make any payment under this **policy**.

## **C Reasonable Precautions**

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**You** must:

1. Take all reasonable precautions to prevent or minimise **damage** accident or **injury**
2. Maintain the **business premises** machinery equipment and furnishings in a good state of repair
3. Exercise care in the selection and supervision of **employees** and tenants
4. Comply with all relevant statutory requirements manufacturer's recommendations and other regulations relating to the use inspection and safety of **property** and the safety of persons.

## **D Change of Risk or Interest**

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- a It is a condition precedent to **Our** liability that **You** shall immediately notify **Us** if any alteration be made either in the **Business**, at the **Premises** or in any property therein, relating to duties of the **Person Insured** (in respect of Section 7) or in any other circumstances whereby the risk is increased other than in accordance with:
- i Extensions 5 Capital Additions and 11 Non-Invalidation under Section 1: The Structure, of this Policy; or
  - ii General Condition A,
- at any time after the Effective Date (shown in the Schedule) of the **Period of Insurance**.
- b This **Policy** shall cease to be in force if:
- i **Your** 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 **Us**.

## E Cancellation

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### 1. Your Cancellation Rights

- a. **Your policy** may be cancelled by **you** within 14 days from inception of **your policy** (this is known as the "cooling off" period). If **you** elect to cancel within this period **you** should return all documents to **your** broker, intermediary or agent and **we** will pay a refund of premium for the full amount paid to **you**. If a claim has been made or an incident advised that could give rise to a claim during the "cooling off" period **your policy** will be treated by **us** as in force and no refund of premium will be made.
- b. Cancellations made after 14 days of the start date will be subject to a cancellation fee of up to £35. **We** will also retain a pro-rata premium for time on cover, 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.
- c. Where **you** pay 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.

Please note any administration fees charged for **policy** set up are non-refundable if cancelled after the 14 days cooling off period.

### 2. Our Cancellation Rights

- a. **We** may cancel **your policy** (or any Section of it) at any time and in any **period of insurance** by giving a minimum of 14 days notice to **you** in writing at **your** last known address.
- b. **You** will be entitled to a proportionate refund of the total 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.
- c. Where **you** pay 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.

In relation to cancellation in any of the circumstances outlined above **you** shall immediately return to **us** any effective Employers Liability **certificate(s)** of insurance.

## F Instalments

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Where the premium under this **policy** is payable by instalments it is a condition precedent to **our** liability that each instalment shall be paid when due otherwise all benefit under the **policy** shall be forfeited and the **policy** shall be cancelled from the date when any unpaid instalment was due and **you** shall surrender forthwith to **us** any effective **certificate(s)** of insurance.

## G Unoccupancy

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It is a condition of this **policy** that within 20 days of the **premises** or any part thereof becoming unoccupied, untenanted or not having been actively used:

- a. All services are to be turned off at the mains except electricity where needed to maintain any fire or intruder alarm system in operation and the water and heating system drained
- b. The **premises** are to be adequately secured against unauthorised entry
- c. At least weekly inspections are to be made of the **premises** by **you** or a responsible person acting on **your** behalf
- d. Any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **premises**.

## H Choice of Law

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Under European law, you and we may choose which law will apply to this contract. English law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

## I Contracts (Rights of Third Parties) Act 1999

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A person or company who was 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 that Act.

## **J Interest Clause**

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The interests of third parties which **you** are required to include on this **policy** under the terms of any mortgage, property lease, or hiring, leasing or hire purchase agreement are automatically noted subject to **you** advising **us** as soon as is reasonably practicable.

## **K Fire Extinguishing Appliances**

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It is a condition precedent to **Our** liability that **You** will ensure that any fire extinguishing appliance kept at **Your Premises** are maintained in efficient working order.

## **L Changes to Your cover**

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**You** must tell **us** through **your** broker, intermediary or agent immediately if there are any changes that may affect **your** insurance, such as the following:

- a. If **you** change the address where **your property** is located
- b. If **your sums insured** change **we** may then reassess **your** cover and premium either immediately or at **your** next renewal, depending on the information **you** have provided
- c. The **premises**, as specified in the **certificate**, becomes let under different circumstances;
- d. If the **premises** will be empty or unoccupied;
- e. If **you** no longer intend to let the **premises**;
- f. If **you** intend to carry out any form of alterations, renovation or building works on the **premises**;
- g. If the **premises** is no longer used solely for the noted specified purposes.

Note: the list above does not set out all changes **you** must tell **us** about. If **you** are not sure whether a change may affect **your** cover, contact **us** through **your** broker, intermediary or agent.

## **M No Claim Discount**

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If **you** do not make a claim against **your policy**, **we** will give **you** a no claim discount and may reduce **your** renewal premium. However, if **you** do make a claim against **your policy**, **we** will reduce **your** no claim discount.

## **N Maintenance**

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It is a condition precedent to this **policy** that the **premises** must be inspected every 6 months, internally and externally, by **you** or **your** representative(s) and maintained according to the minimum standard requirements of this **policy**. Records of these inspections must be kept and made available to **us** upon request.

A list of the minimum requirements is provided in the **property** care guide, which **you** would have received along with **your policy** documents.

## **O Tree Pruning**

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A Tree Surgeon or similar professional must, triennially, at **your** expense:

- a) Inspect any/all trees to ensure that they do not affect the structure or drains and sewers of the **premises** insured;
- b) Prune or pollard the trees as appropriate;

Subject otherwise to the terms, exclusions and conditions of the **policy**.

## **P More than One Private Dwelling**

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It is understood and agreed that each private dwelling, insured hereunder, is deemed to be covered as though separately insured.

## **Q Protections**

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It is a condition precedent to **our** liability that **you** will not vary or withdraw without **our** prior written consent all protections at **your** premises and that such protections will be maintained throughout the **period of insurance**.

# Claims Conditions that apply to the whole of this policy

These Conditions apply to this **policy**. You must comply with these Conditions. Where additional Conditions apply to a specific Section of this **policy**, they are stated under that Section.

## A Conditions Precedent

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Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy.

Non-compliance with any such condition precedent shall be a bar to any claim under the relevant Section(s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

## B Claims Conditions

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On the happening of any event which could give rise to a claim under this **policy** you shall:

1. Immediately notify **us** and deliver to **us** at **your** own expense a claim in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:
  - a. 7 days of the event in the case of **damage** caused by riot civil commotion strikes labour disturbances or malicious persons
  - b. 30 days of the expiry of the **indemnity period** in respect of **business** interruption claims
  - c. 30 days of the event in the case of any other claim or such further time as **we** may allow.
2. Give immediate notice to the police in respect of:
  - a. **Damage** by theft or any attempt thereat
  - b. Loss of money by any cause whatsoever
  - c. **Damage** by malicious persons.
3. Make no admission of liability or offer promise or payment without **our** written consent.
4. Inform **us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **us** immediately every relevant document.
5. Take all reasonable action to minimise or check any interruption of or interference with the **business**.
6. Produce to **us** such books of account or other **business** books or documents or such other proofs as may reasonably be required by **us** for investigating or verifying the claim.
7. In respect of Section 7 supply at **your** own expense all **certificates** and information and evidence required by **us** and the **person insured** shall as often as required by **us** submit to medical examination at **our** own expense.

## C Control of Claim

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**We** shall be entitled:

1. On the happening of **damage** to the **property** insured to enter take and keep possession of any **building** where **damage** has happened and to take and keep possession of the **property** insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **our** right to rely on any conditions of this **policy** and this **policy** shall be proof of leave and licence for such purpose.
2. At **our** discretion to take over and conduct in **your** name the defence or settlement of any claim and to take proceedings at **our** own expense and for **our** own benefit but in **your** name to recover compensation or secure indemnity from any third party in respect of any event insured by this **policy** and **you** shall give all information and assistance required.
3. To any **property** for the loss of which a claim is paid hereunder and **you** shall execute all such assignments and assurances of such **property** as may be reasonably required but **you** shall not be entitled to abandon any **property** to **us**.
4. To pay to **you** the maximum sum payable under Section 3 and Section 6 (if operative) in respect of any occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and **we** shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
5. In the case of death of the **person insured** by Section 7 to have a post-mortem examination at **our** own expense.

## **D Fraudulent Claims**

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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 **You** or anyone acting on **Your** behalf to obtain benefit under this **Policy**, **We**:

- a. shall not be liable to pay the claim;
- b. may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c. may (notwithstanding the references to notice period and the refunding of premiums in General Condition E 2) by notice to **You** in writing at **Your** 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 **You** under this **Policy** in respect of any event that gives rise to **Our** liability occurring after the time of the fraudulent act; and:
  - ii retain any premiums paid under this **Policy**.

## **E Other Insurances**

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If at the time of any **damage** or occurrence there be any other insurance or indemnity effected by **you** or on **your** behalf applicable to such event **our** liability shall be limited to its rateable proportion. If any other such insurance or indemnity 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 **our** liability shall be limited in respect of any **damage** or occurrence to any excess beyond the amount which would be payable under such other insurance or indemnity had this **policy** not been effected.

## **F Arbitration**

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If any difference shall arise as to the amount to be paid under this **policy** (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the current Statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an Award shall be a condition precedent of any right of action against **us**.

## **G Excesses**

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If **we** agree to indemnify **you** under more than one of Sections 1, 2 and 5 of this **policy** as a result of the happening of a single event and if an **excess** applies under more than one of these Sections then only one **excess** being the highest of those which would have applied separately under each Section will be deducted from the total claim payment.

## **H Subrogation**

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Any claimant under this **policy** shall at **our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other third party in **your** name before or after any payment is made by **us**.

# General Exclusions that apply to the whole of this policy

## This Policy does not cover

### A Radioactive Contamination

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**Damage** to any **property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by such **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
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Note: As far as concerns **injury** caused to any of **your employees** if such **injury** arises out of and in the course of employment or engagement of such person by **you** this Exclusion shall apply only in respect of

- i The liability of any principal
- ii Liability assumed by **you** under agreement and which would not have attached in the absence of such agreement.

### B War Government Action and Terrorism

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- a. **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
  - ii Civil commotion in Northern Ireland
- b. Legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism or civil commotion in Northern Ireland except to the extent stated in the Liability Provisions

For the purpose of this Exclusion and its Liability Provisions:

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

In any action suit or other proceedings where **we** allege that by reason of this Exclusion as far as it relates to Terrorism any **damage** or resulting loss or expense or other costs directly or indirectly caused by such event is not covered by this insurance the burden of proving that such **damage** loss or expense is covered shall be upon **you**.

### Liability Provisions

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of this **policy**

1. **We** will indemnify **you** under the Employers Liability Section provided that in respect of any one event or all events of a series consequent on one original cause **our** liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000
2. **We** will indemnify **you** under the Public Liability Section against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that **our** liability for all compensation (excluding costs) shall not exceed
  - a. In respect of or arising out 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 **certificate** whichever is the lower
  - b. In respect of all pollution or contamination consequent upon 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 **certificate** whichever is the lower.

### C Pollution and Contamination

#### (Applicable to Sections 1, 2, 4 and 5)

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**Damage** or interruption of the **business** caused by or arising from pollution or contamination except (unless otherwise excluded) **damage** to the **property** insured caused by:

1. Pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped from them riot civil commotion strikers locked-out workers malicious persons other than thieves earthquake storm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes sprinkler leakage or impact by any road vehicle or animal
2. Any of the Contingencies in 1 above which itself results from pollution or contamination
3. A **hazardous substance** causing **damage** to **covered equipment**.

## **D Date Recognition**

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Any claim which arises directly or indirectly from or consists of the failure or inability of any:

- a. Electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
- b. Media or systems used in connection with anything referred to in a above,

Whether the property of You the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:

- i. Recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
- ii. The operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above.

In respect of Section 1: The Structure, Section 2: Landlords Contents and Section 4: Rent Receivable, this Exclusion will not exclude subsequent Damage not otherwise excluded which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, theft, or impact by any vehicle or animal.

NOTE: General Exclusion D will not apply to Section 6: Employers Liability.

## **E Computer Virus and Hacking**

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- a. **Damage** to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your property** or not where such **damage** is caused by virus or similar mechanism or hacking
- b. Financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

But this shall not exclude **damage** or financial loss which is not otherwise excluded from this **policy** and which results from fire lightning explosion earthquake aircraft or other aerial devices or articles dropped from them riot civil commotion strikers labour disturbances malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence) storm flood escape of water from any tank apparatus or pipe impact by any vehicle or animal

For the purpose of this Exclusion:

Virus or similar mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to **damage** interfere with or otherwise adversely affect computer programs data files or operations whether involving selfreplication or not. The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether **your property** or not

Note: General Exclusion E shall not apply to Section 3 Public Liability and Section 6 Employers Liability.

## **F Illegal Deliberate and Criminal activities**

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- a) **Damage** or liability caused as a result of the property being used for illegal activities;
- b) Deliberate or criminal acts by **you**, any member of **your family**, **your domestic employees**, a resident, any person legally on the premises; or through deceit of any of these persons.

## **G Consequential Loss**

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Consequential Loss of any kind or losses not directly associated with the incident that caused **you** to Claim under this **policy**.

## **H Sonic Bangs**

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



# Section 1 | The Structure

## Definition

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### Buildings

**Buildings** at the **premises** including landlord's fixtures and fittings swimming pools tennis courts walls gates fences patios terraces drives yards car parks car ports roads pavements and associated underground pipes and cables belonging to **you** or for which **you** are responsible. The **buildings** also include shop fronts and all fixed **glass** therein, blinds and fittings thereon and internal decorations on ceilings, walls and the like for which **you** are responsible as owner of the **premises**.

### Cover

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We will indemnify **you** in the event of **damage** to the **property** described by each item in the **certificate** caused by any of the following Contingencies:

#### Contingencies

1. **Fire, Lightning and Earthquake**
1. **Explosion but excluding damage:**
  - a. Caused by or consisting of the bursting by steam pressure of a boiler, economiser, or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control unless used for domestic purposes only
  - b. In respect of and originating in any vessel, machinery or apparatus, or its contents, belonging to **you** or under **your** control which requires to be examined to comply with any Statutory Regulations unless such vessel machinery or apparatus is the subject of a policy or other contract providing the required inspection service
3. **Aircraft or other aerial devices or articles dropped from them**
4. **Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons excluding damage:**
  - a. Occurring in Northern Ireland
  - b. To any portion of the **building** which is **vacant or disused**
  - c. Caused by **your employees**, tenants or any other person lawfully in **your premises**
5. **Storm or Flood but excluding damage:**
  - a. Resulting from frost, subsidence, ground heave or landslip
  - b. To gates fences and posts
  - c. Attributable solely to change in the water table level
6. **Escape of Water from any tank apparatus, pipe or sprinkler installation but excluding damage:**
  - a. To any portion of the **building** which is **vacant or disused**
  - b. To **buildings** caused by frost other than to internal plumbing installations not in any outbuildings
7. **Impact by any vehicle train or animal**
8. **Theft or attempted Theft but excluding damage**
  - a. To any portion of the **building** which is **vacant or disused**
  - b. Caused by **your employees**, tenants or any other person lawfully in **your premises**
9. **Breakage or collapse of television or radio aerials, aerial fittings, masts, satellite dishes or falling trees but excluding damage:**
  - a. By lopping pruning or felling of trees
  - b. To gates fences and posts
10. **Leakage of fuel from any fixed oil heating installation but excluding damage to any portion of the building which is vacant or disused**
11. **Leakage of beverages from storage containers pipes and apparatus but excluding damage to any portion of the building which is vacant or disused.**

## Extensions

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### 1. Underground Services

The insurance by this Section is extended to include accidental **damage** to underground service pipes and cables at the **premises** for which **you** are responsible as owner of the **premises**.

## 2. Ground Rent

The insurance by this Section is extended to include up to 2 years ground rent if the **premises** are rendered temporarily uninhabitable but only during the period necessary for reinstatement and up to a maximum of 10% of the **buildings sum insured**.

## 3. Public Authorities

The insurance by this Section is extended to include the additional cost of reinstatement of the **property** sustaining **damage** thereby insured and undamaged portions thereof incurred solely to comply with European Community legislation, regulations under Acts of Parliament or local authority bye-laws, provided that:

- a. **You** receive the notice to comply after the **damage** occurs
- b. The work of reinstatement is completed within twelve months of the date of the **damage**, or within such further time as **we** may in writing allow
- c. **We** shall not be liable for any additional rate, tax duty or other charge which may become payable following compliance with such legislation, regulations or bye-laws.

## 4. Fees

The insurance by this Section is extended to include architects surveyors legal and consulting engineers fees necessarily incurred in the reinstatement or repair of the **property** insured consequent upon its **damage** but not for preparing any claim.

## 5. Capital Additions

The insurance by this Section is extended to include:

- a. Any newly acquired and/or newly erected **buildings** or **buildings** in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured
- b. Alterations, additions and improvements to **buildings** but not in respect of any appreciation in value

Anywhere in the United Kingdom the Channel Islands or the Isle of Man provided that:

- i. At any one situation this cover shall not exceed 10% of the **buildings sum insured** or £500,000 whichever is the less
- ii. **You** undertake to give particulars of such extension of cover as soon as practicable and to pay any additional premium required
- iii. Following payment of such additional premium the provisions of this Extension are fully reinstated

## 6. Removal of Debris

The insurance by this Section is extended to include costs and expenses necessarily incurred by **you** with **our** consent in:

- a. Removing debris from the site of the **premises** and the area immediately adjacent
- b. Dismantling and/or demolishing
- c. Shoring up or propping

Of the portion or portions of the **property** sustaining **damage** by any of the Contingencies.

**We** will not pay for any costs or expenses:

- i. Incurred in removing debris except from the site of such **property** sustaining **damage** and the area immediately adjacent to such site
- ii. Arising from pollution or contamination of **property** not insured by this Section.

## 7. Damage by Emergency Services

The insurance by this Section is extended to include the cost of restoring any **damage** caused to gardens by the emergency services in attending the **premises** as a result of the operation of any Contingency insured under this Section up to a maximum of £25,000 any one claim.

## 8. Contracting Purchaser's Interest

If at the time of **damage you** have contracted to sell **your** interest in any **building** insured by this Section and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the **property** is not otherwise insured against such **damage** by them or on their behalf) shall be entitled to benefit under this Section without prejudice to **your** and **our** rights and liabilities until completion.

## 9. Trace and Access

In the event of **damage** by Contingencies 6, 10 or 11 the insurance by this Section extends to include costs necessarily and reasonably incurred in locating the source of the **damage** to effect repairs and the costs of making good up to a limit of £10,000 any one claim.

## 10. Subrogation Waiver

In the event of a claim arising under this Section, **we** agree to waive any rights, remedies or relief to which **we** may become entitled by subrogation against:

- a. Any company standing in the relation of parent to subsidiary (or subsidiary to parent) to **you** as defined in the Companies Act current at the time of **damage**
- b. Any company which is a subsidiary of a parent company of which **you** are a subsidiary, in each case within the meaning of the Companies Act current at the time of the **damage**
- c. Any tenant or lessee of the **buildings** insured provided that **damage** has not been caused by the criminal fraudulent or malicious act of the tenant or lessee.

## 11. Non-Invalidation

This insurance will not be invalidated by any act or omission or by any alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control provided that **you** immediately give notice to **us** as soon as **you** become aware of the above and pay an additional premium if required.

## 12. Workmen

Workmen are allowed on the **premises** for the purpose of making minor structural and other alterations from time to time without prejudice to this insurance.

## 13. Mortgage

The act or neglect of any mortgagor, leaseholder, lessee or occupier of any **building** insured by this **policy** whereby the risk is increased without the authority or knowledge of any mortgagee, freeholder or lessor will not prejudice the interest of the latter parties in this insurance provided they notify **us** immediately on becoming aware of such increased risk and pay an additional premium if required.

## 14. Clearing of Drains

The insurance by this Section is extended to cover expenses necessarily incurred in clearing, cleaning and/or repairing drains, gutters, sewers and the like in consequence of **damage** caused by any of the Contingencies insured occurring on **your own premises**.

## 15. Fire Extinguishment Expenses

The insurance by this Section is extended to include costs reasonably and necessarily incurred with **our** consent in refilling fire extinguishing appliances replacing used sprinkler heads and refilling sprinkler tanks following **damage** provided that **our** liability under this Extension shall not exceed £5,000 for any one claim.

## 16. Metered Water and Heating Oil

The insurance by this Section is extended to include the cost of metered water and heating oil following **damage** provided that **our** liability under this Extension shall not exceed £5,000 in any **period of insurance**.

## 17. Unauthorised Use of Electricity Gas or Water

The insurance by this Section extends to include the cost of metered electricity gas or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying **your premises** without **your** consent provided that **our** liability in respect of this Extension shall not exceed £10,000 for any one claim and **you** shall take all practical steps to terminate such unauthorised use immediately **you** become aware of it.

## 18. Alternative Accommodation Costs or Loss of Rent

The insurance by this Section includes costs reasonably and necessarily incurred with **our** consent in respect of alternative accommodation or loss of rent whilst the **building** is untenanted following **damage** resulting from an insured Contingency provided that the maximum period during which payment will be made under this Extension will not exceed 24 months from the date of the **damage** and **our** liability shall not exceed 20% of the **sum insured** on the **building** that has been damaged.

## Exclusions

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1. **Property** more specifically insured by **you** or on **your** behalf
2. **Damage** to **glass** and **sanitary ware** as defined under Section 5 of this **policy** other than breakage by or arising out of fire, lightning or explosion or salvage operations consequent thereon
3. **Damage** to any particular piece of plant or fittings of the electrical installation or appliances by self-ignition, short circuit, excessive pressure, self-heating or leakage of electricity unless more specifically insured under the **policy** Extensions.

## Special Conditions

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### 1. **Index Linking**

The **sum insured** by each item of Section 1 of the **certificate** is subject to **index linking**.

### 2. **Limit of Liability**

The maximum amount payable in respect of any item insured under this Section is the **sum insured** stated in the **certificate** for each item plus **index linking**.

### 3. **Basis of Claims Settlement**

The basis of settlement for each and every item under this Section shall be on a **reinstatement basis**.

### 4. **Designation**

For the purpose of determining where necessary the heading under which **property** is insured, **we** agree to accept the designation under which such **property** has been entered in **your** books.

### 5. **Automatic Reinstatement of sum insured**

Unless there is written notice by **us** to the contrary in the event of **damage** under this Section **we** shall automatically reinstate the **sum insured** provided that **you** undertake to pay the appropriate additional premium.

### 6. **Excess**

**We** shall not be liable for the amount of the **excess** stated in the **certificate** for each and every claim in respect of Contingencies 4, 5, 6, 7 and 8.

### 7. **Flat Roof Condition**

- a. Any flat portion of the roof is to be inspected once every 2 years by a competent roofing contractor and any recommendations implemented
- b. **We** shall not be liable for the first £500 for each and every claim attributable to storm on that part of the **building** with a flat roof.

## Section 2 | Landlords Contents

### Definition

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#### Landlords Contents

Fixtures and fittings (not forming a permanent part of the structure) furniture, furnishings, utensils and domestic appliances belonging to **you** or for which **you** are responsible as landlord excluding:

- a. Stock and materials in trade
- b. Bills of exchange, promissory notes, money, securities, stamps, deeds, bonds or documents of any description
- c. **Business** books, plans, specifications, designs and computer records
- d. Jewellery, watches, furs, precious metals, precious stones or articles made from them
- e. Curios, works of art, antiques, sculptures or rare books where the value of any one article exceeds £1,000
- f. **Property** more specifically insured

#### Contents of Common Parts

**Landlords contents** in the common parts of the **buildings** to which all tenants have access.

### Cover

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**We** will indemnify **you** in the event of **damage** to the **landlords contents** and/or **contents of common parts** insured at the **premises** caused by any of the following Contingencies:

#### Contingencies

1. **Fire, Lightning, Explosion, Earthquake**
2. **Aircraft or other aerial devices or articles dropped from them**
3. **Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons excluding damage:**
  - a. Occurring in Northern Ireland
  - b. To **property** in any portion of the **premises** which is **vacant or disused**
  - c. To **property** in the open
  - d. Caused by **your employees**, tenants or any other person lawfully in **your premises**
4. **Storm or Flood but excluding damage:**
  - a. Resulting from frost, subsidence, ground heave or landslip
  - b. To **property** in the open
  - c. Attributable solely to change in the water table level
5. **Escape of Water from any tank apparatus pipe or sprinkler apparatus but excluding damage to property in any portion of the premises which is vacant or disused**
6. **Impact by any vehicle train or animal**
7. **Theft or Attempted Theft but excluding:**
  - a. Theft from any garden, yard or open space and any outbuilding detached from the main **building**
  - b. **Damage to property** in any portion of the **premises** which is **vacant or disused**
  - c. Theft by **your employees**, tenants or any other person lawfully on the **premises**
8. **Robbery**
9. **Breakage or collapse of television or radio aerials, aerial fittings, masts, satellite dishes or falling trees but excluding damage:**
  - a. By lopping pruning or felling of trees
  - b. To **property** in the open
10. **Leakage of fuel from any fixed oil heating installation but excluding damage to property in any portion of the premises which is vacant or disused**
11. **Leakage of beverages from storage containers pipes and apparatus but excluding damage:**
  - a. Occasioned by leakage of beverages from bottled stock
  - b. To **property** in any portion of the **premises** which is **vacant or disused**.

## Extensions

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### 1. Temporary Removal

The insurance by this Section is extended to include **contents of common parts** whilst temporarily removed from or in transit to or from the **premises** for cleaning renovation repair or similar purposes but remaining in the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man but excluding:

- a. Any amount exceeding 10% of the **sum insured** stated in the **certificate** in respect of **contents of common parts**
- b. **Property** otherwise insured.

### 2. Replacement Locks

The insurance by this Section is extended to include the cost of changing the safe and external door locks at the **premises** up to a limit of £1,000 following loss of keys:

- a. By Theft from **your premises** or **your** home or that of **your** authorised **employee**
- b. By Robbery as insured herein whilst such keys are in **your** personal custody or that of **your** authorised **employee** excluding the first £25 of each and every claim.

### 3. Removal of Debris of Tenants' Contents

The insurance by this Section is extended to include irrecoverable costs and expenses necessarily incurred by **you** with **our** consent in removing from the **premises** the debris of contents (not being **your property**) sustaining **damage** by any of the Contingencies insured up to a limit of £25,000 any one **premises**.

**We** will not pay for any costs or expenses:

- a. Incurred in removing debris except from the site of such **property** sustaining **damage** and the area immediately adjacent to such site
- b. Arising from pollution or contamination of **property** not insured by this Section.

### 4. Loss of Oil and Metered Water

The insurance by this Section is extended to include the loss of oil or metered water contained in a fixed installation at the **premises** following **damage** up to a limit of £5,000 in any one **period of insurance**.

## Exclusions

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This Section does not cover:

1. **Property** more specifically Insured by **you** or on **your** behalf
2. **Damage** due to cessation of work or by confiscation or detention by customs or other officials or authorities
3. **Damage** to any particular piece of plant or fittings of the electrical installation or appliances by self-ignition, short circuit, excessive pressure, self-heating or leakage of electricity unless more specifically insured under the **policy** Extensions
4. **Damage** to **glass** and **sanitary ware** as defined under Section 5 of this **policy** other than breakage by or arising out of fire, lightning or explosion or salvage operations consequent thereon
5. **Damage** to any electrical sign or its installation.

## Special Conditions

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### 1. Index Linking

The **sums insured** by this Section are subject to **index linking**.

### 2. Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the **sum insured** stated in the **certificate** for each item plus **index linking**.

### 3. Basis of Claims Settlement

The basis of settlement for each and every item under this Section shall be on a **reinstatement basis**. **We** may at **our** option reinstate or replace the **property** or any part thereof.

### 4. Automatic Reinstatement of Sum Insured

**We** shall in the event of **damage** under this Section automatically reinstate the **sum insured** unless there is written notice by **us** to the contrary provided that:

- a. **You** undertake to pay the appropriate additional premium

- b. **You** shall take immediate steps to carry out any alterations to the protections of the **premises** which **we** may require.
5. **Excess**
- We** shall not be liable for the amount of the **excess** stated in the **certificate** for each and every claim in respect of Contingencies 3, 4, 5, 6, 7 and 8.
6. **Flat Roof Condition**
- a. Any flat portion of the roof is to inspected once every 2 years by a competent roofing contractor and any recommendations implemented
  - b. **We** shall not be liable for the first £500 for each and every claim attributable to storm on that part of the **building** with a flat roof.

## Section 3 | Public Liability

### Definitions

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#### Business

The business as shown in the **certificate** shall include:

- a. Ownership maintenance and repair of the **premises**
- b. The provision and management of canteen sports social or welfare organisations for the benefit of **employees** and fire security first aid medical and ambulance services
- c. Private work undertaken with **your** prior consent by **employees** for any of **your** directors or senior officials
- d. Participation in trade shows or exhibitions.

#### Territorial Limits

This Section shall apply in respect of liability incurred:

- a. Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b. Elsewhere in the world for visits in connection with the **business** undertaken by **you** or any of **your** directors or **employees** normally resident in (a) above, in respect of the performance of non-manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

### Cover

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In the event of the Contingency described below **we** will indemnify **you** against the following:

- a. All sums which **you** shall become legally liable to pay for compensation and claimants' costs and expenses in respect of the Contingency in connection with the **business**
- b. All costs and expenses of litigation incurred with **our** written consent in respect of a claim against **you** to which the indemnity expressed in this Section applies
- c. The payment of the solicitor's fee incurred with **our** written consent for representing **you** at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in the Contingency which may be the subject of indemnity under this Section or at any Coroner's Inquest or fatal accident inquiry in respect of such Contingency

### Contingency

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#### 1. Public Liability and property Owners Liability

- a. Accidental **injury** to any person other than an **employee** (as defined in Section 6 of this **policy**) if such **injury** arises out of and in the course of their employment by **you**
- b. Accidental **damage to property** not belonging to **you** or in **your** charge or under **your** control or that of any **employee**
- c. Loss arising from trespass nuisance obstruction loss of amenities or interference with any easement of air light water or right of way

Occurring in connection with the **business** during the **period of insurance** and within the **territorial limits**.

**Our** liability for all compensation (excluding costs) payable under Contingency 1 (Public Liability and Property Owners Liability) to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause shall not exceed the indemnity limit stated in Section 3 of the **certificate**.

### Extensions

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#### 1. Cross Liabilities

If there is more than one Insured specified in the **certificate** this Section shall apply separately to each one as if a separate **policy** had been issued to each but **our** total liability shall not exceed the indemnity limit.

#### 2. Motor Contingent Liability

**We** will indemnify **you** in respect of liability arising out of the use of any motor vehicle not belonging to or provided by **you** and being used in the course of the **business** anywhere in the United Kingdom Isle of Man or Channel Islands provided that **we** shall not be liable:

- a. In respect of **damage** to the vehicle



- b. Whilst the vehicle is being driven by **you** or any person with **your** general consent who to **your** knowledge or any one on **your** behalf does not hold a licence to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such a licence.
3. **Defective Premises Act 1972**  
**We** will indemnify **you** under Contingency 1 (Public Liability and Property Owners Liability) in respect of legal liability arising out of the ownership of premises in the event of any premises being disposed of by **you** prior or subsequent to the inception of this **policy** where such liability devolves upon **you** by reason of the Defective Premises Act 1972 provided that:
- Such liability is not otherwise insured
  - We** will not be liable in respect of **damage** to that part of such premises on which **you** or anyone on **your** behalf has worked if such **damage** directly results from such work.
4. **Wrongful Arrest**  
**We** will indemnify **you** under Contingency 1 (Public Liability and Property Owners Liability) in respect of **your** legal liability arising out of wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any person (not being an **employee**).
5. **Compensation for Court Attendance**  
 In the event of any of the undermentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this Section **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required:
- £250 for **you** or any of **your** directors or partners
  - £150 for any **employee**.
6. **Additional Persons Insured**  
**We** will subject to the terms of this Section indemnify:
- In the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
  - At **your** request:
    - Any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement
    - Any of **your** directors or **employees** in respect of liability arising in connection with the **business**  
 provided that **you** would have been entitled to indemnity under this Section if the claim had been made against **you**
    - Any officer committee or member of **your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
    - Any of **your** directors or senior officials in respect of private work undertaken by any employee for that director or senior official.
- Provided that:
- Such persons are not entitled to indemnity under any other policy covering such liability
  - Each person will as though they were **you** observe fulfil and be subject to the terms of this **policy** insofar as they can apply
  - We** shall retain sole conduct and control of any claim
  - Where **we** are required to indemnify more than one party **our** total liability shall not exceed the relevant indemnity limit.
7. **Worldwide Personal Liability**  
**We** will subject to the terms of this Section indemnify any person mentioned in Extension 6 paragraph (b) above or his or her spouse/civil partner during temporary visits anywhere in the world in connection with the **business** but excluding liability arising from such a person owning or occupying land or **buildings**, or carrying on any trade or profession.
8. **Contractors Contingent Liability**  
**We** will subject to the terms of this Section indemnify **you** in respect of liability arising out of minor work carried out by bona-fide contractors in the form of decorations, repairs and routine maintenance provided that:
- Such persons are not entitled to indemnity under any other policy covering such liability
  - Our** maximum liability shall not exceed the indemnity limit stated in Section 3 of the **certificate**.

## 9. Contractual Liability

If **you**, by agreement, assume liability which would not otherwise have attached, the cover under this Section will only apply if **we** have sole conduct and control of all claims but excluding liability:

- a. For liquidated damages or under any penalty clause
- b. Arising from any contract which involves work outside the United Kingdom, the Channel Islands and the Isle of Man
- c. For **damage to property** caused by those risks against which **you** are required to effect insurance by reason of Clause 21.2.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any other contract condition incorporating a similar requirement.

## 10. Health and Safety at Work, etc. Act 1974

**We** will indemnify **you** and at **your** request any of **your** directors or partners 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**. **We** will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given provided that this indemnity shall not apply to the payment of fines or penalties.

## 11. Data Protection Act 1998

**We** will indemnify **you** and at **your** request any of **your** directors or partners or any **employee** against the sums which **you** or any of **your** directors or partners or any **employee** become(s) legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for **damage** or distress caused in connection with the **business** during the **period of insurance** provided that **you** are:

- a. A registered user in accordance with the terms of the Act
- b. Not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one **period of insurance** is limited to £250,000.

The indemnity provided by this Extension shall not apply to:

- i. Any **damage** or distress caused by any deliberate act or omission by **you** the result of which could reasonably have been expected by **you** having regard to the nature and circumstances of such act or omission
- ii. Any **damage** or distress caused by any act of fraud or dishonesty
- iii. The costs and expenses of rectifying rewriting or erasing 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 of fines or penalties.

## Exclusions

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This Section shall not apply to liability in respect of:

1. The ownership, possession or use by **you** of any buildings not insured under Section 1 of this **policy** unless otherwise stated in the **certificate**
2. The ownership, possession or use by **you** of any land unless **we** have agreed to provide cover in respect of such land
3. **Injury** or **damage** arising out of manual work away from **your premises**, other than collection or delivery
4. **Injury** or **damage** arising from the ownership, possession or use by **you** or on **your** behalf of:
  - a. Any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when **you** are not entitled to indemnity under any other policy)
  - b. Any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
5. **Injury** or **damage** arising from or caused by any professional negligence, wrongful or inadequate treatment, examination, prescription, advice by **you** or anyone acting on **your** behalf
6. Any goods which **you** supply, install, erect, repair, alter or treat
7. The cost of rectifying or replacing defective work

8. Pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

**Our** liability in respect of all pollution or contamination which is deemed to have occurred during the **period of insurance** shall not exceed in the aggregate the indemnity limit shown in the **certificate**.

For the purpose of this Exclusion "pollution or contamination" shall be deemed to mean:

- a. All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
  - b. All **damage** or **injury** directly or indirectly caused by such pollution or contamination
9. **Damage** to any commodity article or thing supplied installed or erected by **you** if such **damage** is attributable to any defect therein or the harmful nature or unsuitability thereof
10. **We** will not be liable for the amount of the **excess** stated in the **certificate** for each and every claim in respect of **damage** to **property**.

## Section 4 | Rent Receivable

### Definitions

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#### Indemnity Period

The period beginning with the occurrence of the **damage** and ending not later than the number of months stated in the **certificate** during which the **rent receivable** is affected as a result of the **damage**.

#### Rent Receivable

The money including service charges paid or payable to **you** from the letting of **premises** specified in the **certificate**.

#### Additional Expenditure

The additional expenditure necessarily and reasonably incurred with **our** consent.

#### Outstanding Debit Balances

The money owed to **you** by **your** customers at the date of the **damage** taking into account:

- a. Bad debts
- b. Debit and credit amounts owed and not passed through the books during the period between the last record and the date of the **damage**
- c. Abnormal trading conditions affecting the **business**
- d. **Your** last record of amounts owed by customers.

### Cover

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#### 1. Loss of Rent

If any **property** owned by **you** or for which **you** are responsible sustains **damage**, for which liability has been admitted under Sections 1 or 2, causing an interruption of the **business** which results in loss of **rent receivable** we will indemnify **you** for the:

- a. Amount by which the **rent receivable** during the **indemnity period**, as a result of **damage**, falls short of the **rent receivable** which would have been received during the **indemnity period** had no **damage** occurred
- b. **Additional expenditure** for the sole purpose of avoiding or diminishing the reduction in **rent receivable** during the **indemnity period** as a result of the **damage**, not exceeding the amount of **rent receivable** thereby avoided  
Less any sum saved during the **indemnity period** in respect of charges or expenses payable out of **rent receivable** which cease or are reduced as a result of the **damage** and provided that **our** liability in respect of each item on **rent receivable** will not exceed 200% of the **sum insured**.
- c. Auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

### Extensions

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Any loss in respect of **rent receivable** as insured by this Section is extended to include interruption of the **business** as a result of:

#### 1. Boiler Explosion

**Damage** resulting from the **explosion** of any boiler or economiser on the **premises** belonging to **you** or under **your** control.

#### 2. Prevention of Access

**Damage** to property:

- a. In the vicinity of the **premises** caused by any of the Contingencies insured under Section 1 which prevents or hinders use of or access to the **premises**
- b. At the premises of **your** managing agents in the United Kingdom, the Channel Islands or the Isle of Man.

#### 3. Alternative Accommodation

In the event of **damage** to the **premises** caused by any of the Contingencies insured under Section 1 resulting in:

- a. A residential portion of the **premises** being uninhabitable or
- b. Access being prevented to a residential portion of the **premises**

This insurance extends to include the reasonable additional cost of similar comparable accommodation incurred by the lessee or owner until the residential portion is habitable or

accessible.

The amount payable under this Extension will not exceed the **sum insured** shown in the **certificate** during any one **period of insurance**.

#### 4. Loss of Book Debts

If **your** account books or other **business** books or records whilst on **your premises** or temporarily removed to any premises in the United Kingdom, Republic of Ireland, the Isle of Man or the Channel Islands or in transit between them, sustain **damage** from any of the Contingencies insured under Section 1 of this **policy** which results in **your** inability to trace or establish the **outstanding debit balances** we will pay **you**:

- a. The difference between the **outstanding debit balances** and the total of the amounts received or traced in respect thereof
- b. The **additional expenditure** incurred with **our** consent in tracing and establishing customers' debit balances after the **damage**
- c. Auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

Provided that if the **sum insured** stated in the **certificate** is less than the **outstanding debit balances** the amount payable shall be proportionately reduced.

This Loss of Book Debts Extension does not cover loss as a result of:

- i. Erasure or distortion of information on computer systems or other records:
  - a. Due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by **damage** to said machine or apparatus
  - b. Due to defects in such records
- ii. Deliberate falsification of **business** records
- iii. Mislaying or misfiling of tapes and records
- iv. The deliberate act of the public supply undertaking in restricting or withholding electricity supply
- v. Wear and tear and gradual deterioration vermin rust damp or mildew
- vi. Dishonest or fraudulent acts by any of **your employees**.

#### Special Condition applicable to this Extension

**You** will record the total amount of **outstanding debit balances** at least once every seven days and keep a copy;

- a. In a locked, fire-resistant safe or cabinet at the **premises** or
- b. Away from the **premises**

#### 5. Public Utilities

- a. Accidental failure of public supplies of electricity gas or water at the terminal ends of the utilities service feeders to the **premises** not occasioned by:
  - i. **Your** wilful act or neglect
  - ii. A deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
  - iii. A scheme of rationing unless solely necessitated by accidental **damage** to the supply undertakings generating or supply equipment
  - iv. Any industrial action or drought
  - v. Any failure of supply lasting for less than thirty minutes
- b. **Damage to property** at any land based **premises** of the public telecommunications undertaking from which **you** obtain telecommunications services.

#### 6. Professional Accountants' Charges

Any particulars or details in **your** books of account or other information or evidence which **we** may require under the conditions of this **policy** for the purpose of investigating or verifying any claim may be produced by professional accountants if, at any time, they are regularly acting as such for **you** and their report will be prima facie evidence of the particulars and details to which such report relates.

**We** will pay the reasonable charges payable by **you** to the accountants for producing such information.

Provided that the total amount payable under the **policy** will not exceed its **sum insured**.

#### 7. Automatic Rent Review

Where the **rent receivable** is subject to a rent review during the **period of insurance** the relevant **sum insured** will be automatically increased to reflect the revised **rent receivable** earned up to a maximum increase of 100% of the loss of rent **sum insured** stated on the **certificate**.

No additional premium will be charged for this increase in cover during the **period of insurance** provided that **you** advise **us**, prior to renewal, of the revised **rent receivable** for the next **period of insurance**.

## 8. Waiver of Subrogation Rights

In the event of a claim arising under this Section **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against:

- a. Any company standing in the relation of parent to subsidiary (or subsidiary to parent) to **you**
- b. Any company which is a subsidiary of a parent company of which **you** are a subsidiary

In each case as defined by current legislation

- c. Any tenant of the **buildings** unless the **damage**:
  - i. Has been occasioned or contributed to the fraudulent or criminal or malicious act of such tenant
  - ii. Has been caused by impact by any road vehicle belonging to or under the control of the tenant or his employees
  - iii. Has occurred to parts of the **premises** not leased or rented by such tenant (other than common parts which may be used by all tenants).

## 9. Sale of Property

If **you** have contracted to sell the **buildings** and the sale is subsequently delayed or cancelled as a direct result of **damage** as covered under Section 1 of this **policy**, or another material **damage** insurance arranged on **your** behalf where liability has been accepted, **we** will pay:

- a. The actual interest charges incurred by **you** on capital borrowed in anticipation of the sale proceeds from the **buildings**, or
- b. For the loss of actual investment interest lost on sale proceeds

Provided every reasonable effort is made by **you** to complete the sale of the **property**. The above interest will be calculated from the date of the proposed sale and end on the date of actual sale or expiry of the **indemnity period**, whichever is the earlier.

## Special Conditions

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### 1. Limit of Liability

The maximum amount payable in any one **period of insurance** in respect of any item insured under this Section is the **sum insured** stated under Section 4 in the **certificate** for each item.

### 2. Automatic Reinstatement of Sum Insured

Unless there is written notice by **us** to the contrary in the event of **damage** under this Section **we** shall automatically reinstate the **sum insured** provided that **you** undertake to pay the appropriate additional premium.

### 3. Cessation of Trading

This Section shall be avoided if the **business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **period of insurance** unless **we** give **our** written consent.

### 4. First Financial Year

In the event of **damage** occurring before expiration of the first financial year of the **business** the results of the **business** to date of the **damage** shall be used as a basis upon which to assess what the rental income for the first financial year would have been had the **damage** not occurred.

### 5. Payment on Account

In the event of **damage** **we** will if requested by **you** make monthly payments on account during the **indemnity period**.

### 6. Unoccupied Buildings

Where the **buildings** or any part of them are unoccupied and sustain **damage** during the **period of insurance** **our** maximum liability will be the loss of **rent receivable** during the period of reinstatement or repair and will be calculated based solely upon any tenancy agreement in respect of such **building** in existence at the time of the **damage** occurring.

## Section 5 | Glass and Sanitary Ware

### Sub Section 1 - Fixed Glass and Sanitary Ware

#### Definitions

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##### Glass

All fixed glass external and internal glass (including shelves showcases and mirrors) forming part of the structure of the **premises** excluding any such glass in shop, showroom, or office fronts.

##### Sanitary Ware

Fixed items of sanitary ware contained in **your premises**.

##### Cover

In the event of breakage of **glass** or **sanitary ware** for which **you** are responsible at the **premises** **we** will replace such **property** or at **our** option pay **you** the cost of replacement. **We** shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit.

### Sub Section 2 - Fixed Glass in Shop Fronts

#### Definitions

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##### Shop Front Glass

All fixed **glass** external forming part of the shop, showroom, or office fronts of the **premises**.

##### Cover

In the event of breakage of **shop front glass** for which **you** are responsible at the **premises** **we** will:

- a. Replace such broken **shop front glass** with **glass** of a similar manufacture and quality or
- b. Where required by legislation with **glass** of a superior quality in accordance with the appropriate British Standard or
- c. At **our** option pay **you** the cost of replacement.

### Extensions to Sub Sections 1 & 2

**We** will also indemnify **you** in respect of:

1. The reasonable cost of boarding up the aperture pending replacement of any **glass** covered by this Section
2. **Damage** to frames or framework following breakage of **glass**
3. The cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of **glass** as a result of breakage
4. The cost of replacing alarm foil lettering painting embossing silvering or other ornamental work on **glass** following breakage of **glass**
5. Accidental **damage** to goods incidental to the **business** caused by breakage of **glass** in display windows

Provided that **our** total liability under Extensions 2, 3, 4 and 5 shall not exceed the **sum insured** shown in the **certificate** for any one incident.

### Exclusions to Sub Sections 1 & 2

These Sub Sections do not **cover** breakage or **damage**:

1. By or arising out of fire lightning or explosion or preventive or salvage operations consequent thereon
2. Occurring during removal or installation or arising out of repairs or alterations being carried out at the **premises**
3. Caused in connection with theft of property from the **premises** unless **we** have agreed to indemnify **you** in respect of such theft under Section 1 or Section 2 of this **policy**
4. Of any item flawed or broken at the commencement of this insurance
5. In any portion of the **building** which is **vacant or disused**.

### Special Condition Applicable to Sub Sections 1 & 2

#### 1 Excess

**We** shall not be liable for the amount of the **excess** stated in the **certificate** for each and every claim.

## Section 6 | Employers Liability

### Definitions

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#### Business

The business as shown in the **certificate** shall include:

- a. Ownership maintenance and repair of the **premises**
- b. The provision and management of canteen sports social or welfare organisations for the benefit of **employees** and fire security first aid medical and ambulance services
- c. Private work undertaken with **your** prior consent by **employees** for any of **your** directors or senior officials
- d. Participation in trade shows or exhibitions.

#### Territorial Limits

- a. Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b. Elsewhere in the world for visits in connection with the **business** undertaken by **you** or any of **your** directors or **employees** normally resident in **(a)** above, in respect of the performance of non-manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

#### Employee

Any person while working for **you** in connection with the **business** who is:

- a. Under a contract of service or apprenticeship with **you**
- b. A person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **you**
- c. A labour master or person supplied by him
- d. A person engaged by a labour only sub-contractor
- e. A self-employed person performing work under a similar degree of control and direction by **you** as a person under a contract of service or apprenticeship with **you**
- f. A driver or operator of hired-in plant
- g. A trainee or person undergoing work experience
- h. A voluntary helper.

### Cover

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In the event of the Contingency described below **we** will indemnify **you** against the following:

- a. All sums which **you** shall become legally liable to pay for compensation and claimants' costs and expenses in respect of the Contingency in connection with the **business**
- b. All costs and expenses of litigation incurred with **our** written consent in respect of a claim against **you** to which the indemnity expressed in this Section applies
- c. The payment of the solicitor's fee incurred with **our** written consent for representing **you** at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in the Contingency which may be the subject of indemnity under this Section or at any Coroner's Inquest or Fatal Accident Inquiry in respect of such Contingency.

### Contingency

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#### 1. Employers Liability

Accidental **injury** caused during the **period of insurance** to any **employee** if such **injury** arises out of and in the course of their employment by **you**.

**Our** liability for all compensation, legal costs and expenses and solicitors' fees payable under Contingency 1 (Employers Liability) to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause shall not exceed the indemnity limit stated in Section 6 of the **certificate**.

Cover under this Section shall not apply to liability for **injury** to any **employee** (other than the driver) for which compulsory insurance or security is required by any road traffic legislation.

### Extensions

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#### 1. Additional Persons Insured

**We** will subject to the terms of this Section indemnify:

- a. In the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b. At **your** request:
  - i. Any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement



- ii. Any of **your** directors or **employees** in respect of liability arising in connection with the **business**

Provided that **you** would have been entitled to indemnity under this Section if the claim had been made against **you**

- iii. Any officer committee or member of **your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- iv. Any of **your** 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 will as though they were **you** observe fulfil and be subject to the terms of this **policy** insofar as they can apply
- iii. **We** shall retain sole conduct and control of any claim
- iv. Where **we** are required to indemnify more than one party **our** total liability shall not exceed the relevant indemnity limit.

## 2. Cross Liabilities

If there is more than one Insured specified in the **certificate** this Section shall apply separately to each one as if a separate **policy** had been issued to each but **our** total liability shall not exceed the indemnity limit.

## 3. Health and Safety at Work, etc. Act 1974

**We** will indemnify **you** and at **your** request any of **your** directors or partners 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**. **We** will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given.

Provided that this indemnity shall not apply to the payment of fines or penalties.

## 4. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **employee** in respect of **injury** caused during any **period of insurance** and arising out of and in the course of employment by **you** in the **business** against any company or individual operating from **premises** within the United Kingdom, the Channel Islands or the Isle of Man in any Court situate in those territories and remaining unsatisfied in whole or in part six months after the date of such judgement **we** will at **your** request indemnify up to the indemnity limit the said **employee** or their personal representative up to the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a. There is no appeal outstanding
- b. If any payment is made hereunder the **employee** or the personal representative of the **employee** shall assign the judgement to **us**
- c. This Extension shall not apply to any claim arising out of any mechanically propelled vehicle for which insurance under any Road Traffic Act legislation is required.

## 5. Injuries to Working Partners

In respect of **injury** sustained by any working partner **we** will deem such partner to be an **employee** provided that **we** shall only be liable under this Extension where:

- a. The **injury** is sustained whilst such partner is working in connection with the **business**
- b. The **injury** is caused by the negligence of another partner or **employee** whilst working in the **business**.

## 6. Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this Section **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required:

- a. £250 for **you** or any of **your** directors or partners
- b. £150 for any **employee**.

## Special Condition

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### 1. Law Applicable

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom, the Channel Islands or the Isle of Man.

However, **you** will repay **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

## Section 7 | Personal Accident

### Definitions

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#### Person Insured

**You** or **your** partners directors or **employees** aged not less than 16 years nor more than 75 years when named in the **certificate**.

#### Accident

Bodily injury caused solely by violent accidental external and visible means which injury shall within one year of the happening of such **injury** and independently of any other cause be the sole cause of any of the Results.

### Cover

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In the event of any **accident** happening to the **person insured** who shall thereby suffer any of the Results **we** will pay the **person insured** or their legal personal representative the Benefit stated in the **certificate** for that Result as specified below:

#### Result

- a. Death (which shall not be presumed by disappearance of the **person insured**)
- b. Permanent disablement being
  - i. Total loss by permanent loss of all sight in one or both eyes
  - ii. Total loss by physical severance or total and permanent loss of use of one or both hands or feet
  - iii. Total and permanent disablement from engaging in or attending to business of any kind.
- c. Temporary total disablement from engaging in or attending to usual business

### Exclusions

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This Section shall not apply to an **accident** or Result consequent upon:

1. The **person insured** being in or on or entering into or descending from any aircraft other than a fully licensed passenger carrying aircraft in which the **person insured** is travelling as a passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical or sporting activity therein or thereon.  
The expression "aircraft" shall mean any vessel craft or thing made or intended to float in or travel through the air other than a hovercraft.
2. The **person insured** engaging in:
  - a. Winter sports, mountaineering requiring the use of guides or ropes, sub-aquatic or subterranean pursuits, aeronautic sports.
  - b. Riding or driving in or practising for any race, polo playing, steeplechasing, hunting, showjumping, motor cycling (the term "motor cycling" includes motor scooters but not motor-assisted pedal cycles), pillion riding of any kind.
3. The **person insured** suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause.
4. The influence of intoxicating liquor or drugs taken by the **person insured** (other than for drugs taken under medical supervision UNLESS for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise) or any sexually transmitted or communicable disease.
5. Intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or wilful exposure to needless peril (except in an attempt to save human life).

### Special Conditions

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#### 1. Limit of Liability

Compensation for Result (c) shall:

- a. Not exceed normal weekly net earnings
- b. Be payable for a period not exceeding 104 weeks from the beginning of the second week after the commencement of the Result
- c. Be payable when the total amount has been agreed or at **your** request at intervals of not less than 4 weeks (but not in advance) commencing 8 weeks after receipt by **us** of **your** written notice of the **accident**.

When Compensation is payable for Result (c) **we** will also pay up to fifteen per cent of the amount of such Compensation in respect of the charges of a qualified and registered medical

practitioner for professional treatment reasonably incurred by the **person insured** in connection with the injury causing the Result.

Compensation shall not be payable for more than one of the Results described under (a) or (b) above and when payable for one of those Results shall not be payable for Result (c) caused by the same **accident** nor for any of the Results caused by any subsequent **accident**.

## **2. Change in Circumstances**

**You** shall give immediate written notice to us of any change in the **business** or in the **business** or duties or habits or pursuits of any **person insured** and pay any additional premium that may be required by **us** and before each renewal of this Section shall give written notice to **us** of any injury or disease with which any **person insured** has been or is affected and of which **you** have become aware.

**We** shall not be bound to notice or be affected by any notice of trust charge or alienation relating to this Section and **your** receipt or that of **your** legal personal representatives shall in all cases effectually discharge **us**.

# Policy Extensions

## The following Policy Extension(s) automatically apply:

### Policy Extension 1: Equipment Breakdown

#### Definitions

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##### Accident

Means:

- a. Electrical or mechanical **breakdown**, including rupture or bursting caused by centrifugal force;
- b. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- c. **Explosion** or **collapse** of steam boilers, steam pipes, steam engines or steam turbines owned or leased by **you**, or operated under **your** control;
- d. **Damage** to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event (not otherwise excluded) inside such boilers or equipment;
- e. **Damage** to hot water boilers or other water heating equipment caused by or resulting from any condition or event (not otherwise excluded) inside such equipment;
- f. **Damage** caused by or due to operator error; or
- g. **Damage** caused by materials being processed.

If an initial accident causes other accidents, all will be considered one accident. All accidents that are the result of the same event will be considered one accident.

##### Additional Expenses

Expenses incurred to clean up or dispose of the **covered equipment** resulting from, contamination by a **hazardous substance**.

##### Breakdown

The actual breaking failure distortion or burning out of any part of the **covered equipment** whilst in ordinary use arising from defects in the **covered equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work; or

Fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative; or

The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

##### Collapse

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

##### Computer Equipment

Equipment that is electronic, computer or other data processing equipment, including **media**, software and peripherals used in conjunction with such equipment belonging to **you** or for which **you** are responsible.

##### Covered Equipment

Equipment owned by **you** or for which **you** are responsible built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy including but not limited to:

- a. Heating systems and hot water heaters;
- b. Air circulation, ventilation, air conditioning and non-process refrigeration systems;
- c. Electrical panels, emergency generators and electrical distribution systems;
- d. Security, alarm and sound systems;
- e. Lifts and escalators;
- f. Office equipment including telephone systems, fax machines, copiers and printers;
- g. Retail equipment, bar-code scanners, credit and debit card payment systems and cash registers;
- h. Forklift trucks on the **premises**;
- i. Domestic kitchen and food preparation equipment, laundry and cleaning equipment and audio-visual equipment.

Excluding:

- i. Any structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or **building**
- ii. Any insulating or refractory material
- iii. Any sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system
- iv. Any water piping other than boiler firewater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system
- v. Any vehicle, mobile equipment, aircraft, floating vessel including any equipment mounted on such vehicle, mobile equipment, aircraft or floating vessel
- vi. Any construction plant or equipment
- vii. Any tool, die, cutting edge, crushing surface, trailing cable, non-metallic lining, driving belt, or band, or any other part requiring periodic renewal
- viii. Any equipment manufactured by **you** for sale
- ix. **Computer equipment** or
- x. Equipment owned by **your** tenants.

### **Explosion**

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

### **Hazardous Substance**

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

### **Media**

All forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

### **Production or Process Equipment**

Any machine or apparatus (other than kitchen and food preparation and laundry equipment) which processes, forms, cuts, shapes, grinds or conveys raw materials, materials in process or finished product, including any equipment forming a part of the driving or controlling mechanism for such machine or apparatus.

### **Perishable Goods**

Any perishable good which it is normal practice to place into a refrigeration unit for purposes of preservation.

## **Cover**

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The insurance by Sections 1 and 2 (if operative) of the **policy** is extended to include cover for direct physical **damage** caused to **covered equipment** resulting from an **accident**, subject to the terms, conditions, limitations and exclusions of the **policy** and this Extension. The insurance provided under this Extension in respect of any **premises** housing a manufacturing process shall apply in respect of tenanted **premises** only.

## **Additional Cover**

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The following Additional Covers also apply under this Extension. These Additional Covers do not increase the limits or **sums insured** shown in **your certificate**.

### **1. Hazardous Substances**

**We** will cover **you** for **damage** to **covered equipment** caused by contamination by a **hazardous substance**, including any **additional expenses** incurred.

**Our** maximum liability under this Additional Cover shall not exceed £10,000 in any one **period of insurance**, which shall include, if shown as operative, any actual loss under Section 4 - **Rent Receivable**.

### **2. Computer Equipment**

**We** shall be liable for **damage** caused by or resulting from an **accident to computer equipment** whilst at the **premises**.

**Our** maximum liability shall not exceed £250,000 any one **accident**, including if shown as operative, any actual loss under Section 4 - **Rent Receivable** in respect of **damage to computer equipment**.

Cover is also extended to include **damage** caused by or resulting from an **accident to computer equipment** occurring whilst such equipment is at any situation in any member country of the EU, including whilst in transit to and from. **Our** maximum liability shall not exceed £5,000 any one **accident**, including if shown as operative, any actual loss under Section 4 - **Rent Receivable** in respect of **damage to computer equipment** whilst away from the **premises**.

### 3. Reinstatement of Data

**We** shall be liable under this Additional Cover for costs incurred in reinstating data lost or damaged in consequence of an **accident to computer equipment**.

Provided that

- a. Liability is limited solely to the cost of reinstating data onto **media**
- b. **We** shall not be liable for any losses discovered later than six months after the loss was initiated
- c. **We** shall not be liable for **damage** to software
- d. **We** shall not be liable under this Additional Cover for costs more specifically described under the Increased Costs Of Working Additional Cover

**Our** maximum liability in respect of this Additional Cover shall not exceed £25,000 in any one **period of insurance**.

### 4. Increased Costs of Working

**We** shall be liable to pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to **your** computer operations.

**Our** maximum liability under this Additional Cover shall not exceed £25,000 in any one **period of insurance**.

### 5. Rent Receivable

If cover is shown as operative in **your certificate**, **we** will cover **you** for loss as described under Section 4 **Rent Receivable** caused by an **accident to covered equipment**.

**Our** maximum liability under this Additional Cover shall not exceed £30,000 in any one **period of insurance**.

### 6. Perishable Goods

**We** will cover **you** for **damage to perishable goods** owned by **you** or in any refrigeration unit owned by **you** due to change in temperature caused by an **accident** or failure of the electricity supply.

**We** will not cover **damage** caused

- a. By the deliberate act of any electricity undertaking in terminating disconnecting restricting or withholding the supply of electricity
- b. By neglect or misuse
- c. By wear, tear, deterioration of the cabinet or other gradually operating cause
- d. As a result of incorrect setting of thermostats or automatic controlling devices.

**We** will not be liable for 20% of any loss where the refrigeration unit is over 10 years old.

**Our** maximum liability in respect of this Additional Cover shall not exceed £15,000 for frozen or chilled foods and £5,000 in respect of any other **perishable goods** for any one **accident**.

### 7. Expediting Expenses

With respect to damaged **covered equipment**, **we** will pay for any reasonable costs necessarily incurred to make temporary repairs and expedite permanent repairs or permanent replacement.

**Our** maximum liability under this Additional Cover shall not exceed £20,000 in respect of any one **accident**.

### 8. Public Authorities/Law or Ordinance

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

- a. **Your** actual expenditures for the cost to demolish and clear the site of undamaged parts.
- b. **Your** actual expenditures for increased costs to repair, rebuild or construct the **building**. If the **building** is repaired or rebuilt, it must be intended for similar use or occupancy as the current **building**, unless otherwise required by zoning or land use ordinance or law.
- c. Loss as described under Section 4 **Rent Receivable** caused by loss covered in (a) or (b) above

**We** shall not be liable for:

- a. Any fine;
- b. Any liability to a third party;
- c. Any increase in loss due to a **hazardous substance** (other than as specifically insured under Additional Cover 1); or
- d. Increased construction costs until the **building** is actually repaired or replaced.

This Additional Cover is within and does not increase the **sum insured** shown in the **certificate**.

#### **9. Hire of Substitute Item**

If **covered equipment** is damaged as a result of an **accident we** will also indemnify **you** against the cost of hire charges actually incurred by **you** during the **period of insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

**Our** maximum liability under this Additional Cover shall not exceed £5,000 in any one **period of insurance**.

#### **10. Storage Tanks and Loss Of Contents**

This Additional Cover extends to include loss or **damage** caused by an **accident** to storage tanks or water tanks (other than sprinkler system tanks) including connected pipework belonging to **you** or for which **you** are responsible at the **premises**. In addition this Additional Cover covers loss of the contents of storage tanks caused by:

- a. Escape of contents - leakage discharge or overflow from the storage tanks caused by or resulting from an **accident**
- b. Contamination - contamination of the contents of the storage tanks caused by or resulting from an **accident**

Including cleaning costs incurred as a result of such loss

This Additional Cover excludes:

1. Loss caused by fire howsoever the fire may have been caused
2. Loss resulting from corrosion erosion or wasting
3. Contamination of the contents resulting from
  - a. The natural settling separation or accumulation of fluids or materials constituting the normal contents
  - b. The deliberate use of fluids or materials in the storage for cleaning flushing or similar purposes
4. Loss sustained whilst storage tanks are in transit between **premises**
5. Costs or expenses arising from pollution or contamination of **property** not covered by this Additional Cover

**We** shall not be liable for more than £7,500 under this Additional Cover in respect of any one **accident**.

#### **11. Loss Avoidance Measures**

**We** will cover the reasonable costs necessarily incurred by **you** to take exceptional measures to prevent or mitigate impending **damage to covered equipment or computer equipment** as a result of an **accident**.

Provided that:

- a. **Damage** would be reasonably be expected if such measures were not implemented
- b. **We** are satisfied that **damage** has been avoided or mitigated by means of the exceptional measures
- c. The amount payable will be limited to the cost of **damage** which would have otherwise occurred
- d. The terms conditions and exclusions of this section and the **policy** apply as if **damage** has occurred
- e. If **damage** had occurred it would have resulted in a claim that would have been accepted by **us** under this section of the **policy**

**Our** liability under this Additional Cover shall not exceed £5,000 in any one **period of insurance**.

## 12. Damage To Own Surrounding Property

**We** shall be liable for **damage to property** belonging to **you** or in **your** custody and control and for which **you** are responsible directly resulting from **explosion** or **collapse** of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel. For the purposes of this Additional Cover **accident** shall not include any losses under Section 4 **Rent Receivable** resulting from **Damage to Own Surrounding Property**

**We** shall not be liable for more than £1,000,000 under this Additional Cover in respect of any one **accident**.

## Additional Conditions

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### 1. Precautions

**You** shall exercise due diligence in

- a. Complying with any statute or order
- b. Ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or **damage**

### 2. Back Up Records

**You** shall maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours one copy as a minimum being held off site and take all reasonable precautions to store and maintain records in accordance with the makers recommendations.

## Exclusions

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The following Exclusions apply in respect of this **Policy** Extension:

1. **We** will not cover **you** for **damage** caused by or resulting from:
  - a. A hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or an insulation **breakdown** test of any type of electrical equipment;
  - b. Any defect, virus, loss of data or other situation within **media**; or
  - c. Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions, unless such **damage** results from an **accident**.
2. **We** will not be liable for **damage** recoverable under maintenance agreement or any Warranty or Guarantee or which would be recoverable but for breach of **your** obligations under the agreement.
3. **We** will not pay for delay in resuming operations resulting from the need to reconstruct or re-input data or programs on **media**, where **you** have not fully complied with Additional Condition 2 - Back Up Records.

## Excess

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An **excess** of £200 applies in respect of each individual claim made under this Extension.



## Optional Extensions

These Extensions are operative only if the number set against them appears in the appropriate place in the **certificate**.

In respect of each of the following Extensions the terms conditions limitations and exclusions of the Section (or Sub Section) to which it applies operate insofar as they can apply except where they are expressly varied.

### Extension 1: All Risks The Structure

Section 1 is extended to include the following Contingency:

#### 12. Any Other Accidental Damage but excluding:

- a. **Damage** caused by or resulting from:
  - i. Wear and tear, the action of light or atmosphere, moths, vermin or insects
  - ii. Any process of cleaning, dyeing, restoring, adjusting or repairing
  - iii. Corrosion, dampness, dryness, wet or dry rot, marring, or scratching
  - iv. Wind, hail, sleet, snow, flood or dust to boundary walls, gates or fences
  - v. Subsidence or ground heave of any part of the site on which the property stands, or landslip
  - vi. The normal settlement or bedding down of new structures
- b. **Damage** to the **property** insured caused by or consisting of:
  - i. Inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
  - ii. Faulty or defective workmanship operational error or omission on **your** part or any of **your employees**

But this shall not exclude subsequent **damage** which results from a cause not otherwise excluded
- c. **Damage** specifically excluded in the:
  - i. Contingencies 1-11 in Section 1
  - ii. Exclusions to Section 1
  - iii. General Exclusions
- d. The collapse or cracking of **buildings**
- e. The cost of normal maintenance, redecoration or repair
- f. **Damage** to **glass, sanitary ware** and **shop front glass** as defined under Section 5 of this **policy**
- g. The amount of the **excess** stated in the **certificate** for each and every claim.

### Extension 2: All Risks Landlords Contents

Section 2 is extended to include the following Contingency:

#### 12. Any Other Accidental Damage but excluding:

- a. **Damage** caused by or resulting from:
  - i. Wear and tear, the action of light or atmosphere, moths, vermin or insects
  - ii. Any process of cleaning, dyeing, restoring, adjusting or repairing
  - iii. Corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration
  - iv. Subsidence or ground heave of any part of the site on which the property stands, or landslip
- b. **Damage** to the **property** insured caused by or consisting of:
  - i. Inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
  - ii. Faulty or defective workmanship operational error or omission on **your** part or any of **your employees**

But this shall not exclude subsequent **damage** which results from a cause not otherwise excluded
- c. **Damage** to any machine or apparatus arising from mechanical, electrical or electronic **breakdown** or derangement or from adjustment, maintenance or repair unless more specifically insured under the **Policy** Extensions

- d. **Damage** specifically excluded in the:
  - i. Contingencies 1-11 in Section 2
  - ii. Exclusions to Section 2
  - iii. General Exclusions
- e. Normal maintenance or repair
- f. Erasure or distortion of information on computer systems or other records
- g. **Damage** by confiscation or detention by Customs or other officials or authorities
- h. **Damage** following dishonesty or fraudulent action by **your employees** or any person lawfully on the **premises**
- i. The amount of the **excess** stated in the **certificate** for each and every claim.

### Extension 3: Day One Extension

Any payment under this Extension is subject to the Special Conditions below.

The amount payable under this Extension in respect of **buildings** will be the cost of reinstatement of the property sustaining **damage**.

For the purposes of this Extension:

Reinstatement will mean:

- a. The rebuilding or replacement of property sustaining **damage** which, provided **our** liability is not increased, may be carried out:
  - i. An any manner suitable to **your** requirements
  - ii. Upon another site
- b. The repair or restoration of **property** sustaining **damage**

In either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Declared Value will mean:

**Your** assessment of the cost of reinstatement of the property insured at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, allowance for:

- a. The additional cost of reinstatement to comply with Public Authority requirements
- b. Professional fees
- c. Debris removal costs.

### Special Conditions

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1. At the inception of each **period of insurance** **you** will notify **us** of the declared value of the property insured by each of the stated items. In the absence of such declaration the last amount declared (adjusted to reflect **index-linking** where applicable) will be taken as the declared value for the ensuing **period of insurance**.
2. If at the time of **damage** the declared value of the property covered by an item is less than the cost of reinstatement at the inception of the **period of insurance** then **our** liability for the **damage** will not exceed that proportion thereof which the declared value bears to such cost of reinstatement.
3. Where the property sustains **damage** in part only **our** liability for repair or restoration will not exceed the amount which would have been payable had the property been totally destroyed.
4. No payment beyond the amount which would have been payable in the absence of this Extension will be made:
  - a. Unless reinstatement commences and proceeds without unreasonable delay
  - b. Until the cost of reinstatement has been actually incurred
  - c. If the property insured at the time of its **damage** is insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement.
5. All the terms and conditions of the **policy** will apply:
  - a. In respect of any claim payable under the provisions of this Extension except as otherwise stated
  - b. Where claims are payable as if this Extension had not been incorporated except that the **sums insured** will be limited to that percentage of the declared values which the premium paid bears to that which would have been paid had this Extension not been incorporated
6. **Our** liability in respect of each item shall not exceed the **sum insured** stated in the **certificate**.

# Endorsements, Special Clauses and Policy Exclusions

The following Endorsements are operative where indicated on the **certificate** of this **policy**.

## 1 Alarm/Security Clause (1)

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It is a condition precedent to our liability in respect of the peril of theft under this insurance, that:

- a. The burglar alarm system shall have been put into full and effective operation:
  - Whenever the **premises** specified on the **certificate** is left unattended;
  - At night.
- b. The burglar alarm system shall have been maintained in good order throughout the currency of this insurance under a maintenance contract with a company which is a member of NSI (National Security Inspectorate), formerly known as NACOSS (National Approved Council of Security Systems) or SSAIB (Security Systems & Alarms Board).

## 2 Non Standard Construction Clause (2)

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In consideration of the additional premium paid hereon, it is agreed that the term 'standard construction' as explained in definitions, does not apply to the main **building** of the private dwelling situated within the **premises** specified on the **certificate**.

## 3 Subsidence, Landslip or Heave Inclusion Clause (3)

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The following Contingency is added to Sections 1 and 2 (if operative) of this **policy**.

Subsidence or ground heave of any part of the site on which the **property** stands or landslip excluding:

- a. **Damage** to yards, car parks, roads, pavements, swimming pools, walls, gates and fences; unless also affecting a **building** insured hereby.
- b. **Damage** caused by or consisting of:
  - i. The normal settlement or bedding down of new structures;
  - ii. The settlement or movement of made-up ground;
  - iii. Coastal or river erosion;
  - iv. Defective design or workmanship or the use of defective materials;
  - v. Fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.
- c. **Damage** which originated prior to the inception of this cover.
- d. **Damage** resulting from:
  - i. Demolition, construction, structural alteration or repair of any **property**;
  - ii. Groundworks or excavation at the same **premises**.
- e. The amount of the **excess** stated in the **certificate** for each and every claim.

### Special Conditions:

Insofar as this insurance relates to **damage** caused by subsidence, ground heave or landslip:

- a. **You** shall notify **us** immediately **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site;
- b. **We** shall then have the right to vary the terms or cancel the cover.

## 4 Flood Exclusion Clause (4)

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It is hereby agreed that Sections 1 and 2 of this insurance do not cover **damage** caused by or arising from:

- a. The escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam;
- b. Inundation from the sea; or
- c. Flood resulting from storm, tempest or any other peril.

## 5 Thatch Clause (5)

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It is a condition precedent to **Our** liability that:

- a. all chimneys to solid fuel stoves, boilers and open fires are kept in a good state of repair and are professionally cleaned once a year prior to winter use;
- b. old thatch be burnt more than 100 metres from the structure/**Buildings**;

- c. no naked flame or tools producing naked flames be present in the attic or loft space at any time;
- d. two fire extinguishers are kept in the **Building** and are maintained in good working order; one of which must be stored in the kitchen and be dry powder.

If **You** fail to comply with the above duties this **Policy** will become invalid in respect of loss or **Damage** caused by fire.

## **6 Fire, Lightning, Explosion, Earthquake and Aircraft Clause (6)**

It is hereby noted and agreed that the **premises** insured hereunder are covered against loss or **Damage** directly caused by the perils of fire, lightning, explosion, earthquake and aircraft only.

## **7 Minimum Security Clause (7)**

This insurance excludes claims for **damage** caused by Contingencies 4 and 8 Cover Section 1 The Structure and Contingencies 3, 7 and 8 Cover Section 2 **Landlords Contents** unless the following are fitted and are used for the protection of the **building** specified on the **certificate** when the **property** is left unattended and when occupants retire for the night:

- a. External doors: 5 Lever Mortice Deadlocks conforming to British Standard 3621 or if a composite or UPVC type then a multi locking point system;
- b. Patio Doors: In addition to a central locking device, key operating bolts to top and bottom opening sections or a multi locking point system;
- c. Windows: Key operated security locks to all ground floor windows, accessible sky lights and other accessible windows.

If **you** fail to comply with these conditions, **your policy** will be invalidated should a claim arise relating to the Contingencies noted.

## **8 Monthly Payment Clause (8)**

It is understood and agreed that this **policy** runs from month to month and that continuation of cover is dependent upon **you** paying the premium for each month's cover. **We** will normally only review **your** premiums once per annum.

**We** reserve the right to void or cancel policies where payments are not met. Please refer to **Our** Cancellation Rights on page 8 for full details.

## **9 Co-insurance Clause (9)**

Notwithstanding anything stated in the under noted section(s) of the **policy**, to the contrary, the Insured shall be responsible for the first 10% of each and every claim subject to a minimum of £5,000, caused by the under noted peril(s):

Section	Perils Insured
1	Fire

Subject otherwise to the terms, exclusions and conditions of this **policy**.

## **10 Bed-sit Clause (10)**

This **policy** is issued on the basis that the Insured has registered and obtained local authority approval of facilities, in accordance with the Housing Act 2004\*\* and fire services approval, where required by the Fire and Rescue Service.

The **policy** will be invalid should this approval not have been obtained.

\*\*And any amended legislation.

## **11 Holiday Home Clause (11)**

- a) The gas, electricity and water must be turned off at the mains and the water and heating system must be drained; or
- b) The holiday home shall be maintained at a temperature of not less than 55°F (13°C).

**We** will not be liable for any loss or **damage** resulting from malicious persons, escape of water, theft and accidental **damage** to fixed **glass** and **sanitary ware**; occurring after the holiday home has been empty or unoccupied for 45 consecutive days or more or whilst it is occupied by squatters.

Subject otherwise to the terms, exclusions and conditions of this **policy**.

## **12 Co-insurance Clause (12)**

Notwithstanding anything stated in the under noted section(s) of the **policy**, to the contrary, the Insured shall be responsible for the first 25% of each and every claim subject to a minimum of £5,000, caused by the under noted peril(s):

Section	Perils Insured
1	Fire

Subject otherwise to the terms, exclusions and conditions of this **policy**.

### **13 Empty or Unoccupied Clause (13)**

It is a condition of this insurance that if the **buildings** are **vacant or disused**, then photographs of the **premises** must be submitted within 14 days from inception or mid-term adjustment. The photographs should clearly show the structure of the **premises** and that they have been made secure and water-proof (photographs should show all angles of the exterior and the roof)

Failure to comply with this clause will result in the invalidation of a claim submitted thereafter.

### **14 Theft Limitation Clause (14)**

It is understood and agreed that this insurance does not cover theft or attempted theft from the **premises**, other than as a result of violent and forcible entry.

### **15 Escape of Water Exclusion (15)**

It is hereby noted and agreed that Escape of Water under Section 1 The Structure and Section 2 Landlords Contents is excluded under this insurance **policy**.

### **16 Escape of Water Increased Excess (16)**

Notwithstanding anything contained herein to the contrary, **we** shall not be liable for the first £1,000 for each and every claim as a result of escape of water from and/or the freezing of any fixed domestic water or heating installation.

### **17 Theft or Attempted Theft and Malicious Damage (17)**

Notwithstanding anything contained herein to the contrary, **we** shall not be liable for the first £1,000 for each and every claim arising from theft or attempted theft, robbery and malicious damage to the **premises**, unless the **buildings** have minimum security, as described in endorsement 8, Minimum Security Clause.

### **18 Third Party, Fire and Theft Endorsements (18)**

It is hereby noted and agreed that the **premises** insured hereunder are covered against the following perils only: Section 1 The Structure and Section 2 **Landlords Contents**: fire; explosion; lightning; earthquake; smoke; aircraft; theft; legal liability to others and legal liability for accidents to domestic **employees** only.

### **19 Third Party, Fire, Flood and Theft Endorsements (19)**

It is hereby noted and agreed that the **premises** insured hereunder are covered against the following perils only: Section 1 The Structure and Section 2 **Landlords Contents**: fire; flood; explosion; lightning; earthquake; smoke; aircraft; theft; legal liability to others and legal liability for accidents to domestic **employees** only.

### **20 Policy Extensions Section Exclusion (20)**

It is hereby noted and agreed that the whole of **Policy** Extensions is excluded under this insurance **policy**.

### **21 Optional Extensions Section Exclusion (21)**

It is hereby noted and agreed that the whole of Optional Extensions is excluded under this insurance **policy**.

### **22 Optional Extension 1 All Risks The Structure (22)**

The Contingency 12 Any Other Accidental **Damage** is added to Section 1 (if operative) of this **policy**.

### **23 Optional Extension 2 All Risks Landlord Contents (23)**

The Contingency 12 Any Other Accidental **Damage** is added to Section 2 (if operative) of this **policy**.

### **24 Optional Extension 3 Day One Extension (24)**

It is understood and agreed that Day One Extension is added to Section 1 (if operative) of this **policy**.

### **25 Book Debts Extension Exclusion (25)**

It is hereby noted and agreed that Book Debts are excluded under this insurance **policy**.

## **26 Personal Accident Section Exclusion (26)**

It is hereby noted and agreed that whole of Personal Accident is excluded under this insurance **policy**.

## **27 AA10P - Survey and Requirements Condition 2008 (27)**

It is a condition precedent to **our** liability that:

1. if required by **us**, **we** will conduct a survey within 80 days (unless advised otherwise) of either:
  - a. inception
  - b. prior to or post renewal or
  - c. the date **we** confirm cover in respect of a mid-term alteration.
2. **you** will:
  - a. supply **us** with an appropriate contact name, contact telephone number and email address (where appropriate) to facilitate the survey
  - b. co-operate fully with **us** during the visit on the agreed date(s) and
  - c. implement any risk improvement requirements set out in a risk improvement report forwarded after survey to **you** by **us**, within the timescales specified therein.

**We** reserve the right to amend terms, premium and conditions of this **policy** or withdraw cover under this **policy** if **you** fail to comply with any of the above. If **we** exercise any of the above options **we** will advise **you** in writing confirming the action being taken.

## **28 IM01S - Increased Flood Excess (28)**

**We** shall not be liable for the first amount shown on the **certificate** and statement of fact of each and every flood claim.

## **29 PO14P - Multiple Premises – Block Policies Clause (29)**

Where Sections 3, 6 and/or 7 are shown as being insured under the first **premises** in this block schedule, the insurance provided under these Sections will apply as stated in the **policy** and not only in connection with that risk address.

## **30 RP01S - 2 Storey Height Limit (30)**

**We** shall not be liable in respect of any claim arising out of work on properties exceeding 2 storeys in height (including the ground floor and attic).

## **31 RP02S - Manual Work Exclusion (31)**

**We** shall not be liable in respect of any claim arising out of manual work other than collection or delivery.

## **32 RP03S - Tree Felling or Lopping, Crop Spraying or Use of Explosives Exclusion (32)**

**We** shall not be liable in respect of any claim arising out of tree felling or lopping, crop spraying or the use of flame guns or explosives.

## **33 RP09S - Contingency Exclusion 2 (33)**

Cover in respect of this **policy** excludes any **damage** arising as a result of:

Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons; Storm; Flood; Escape of Water; Impact; Theft; Theft or Malicious Persons; Theft, Malicious Persons or Robbery; Leakage of Fuel; Leakage of Beverages; Any Other Accidental **Damage**.

## **34 RP12I - Revised Excess (34)**

Notwithstanding anything contained herein to the contrary, **we** shall not be liable for the first £500 of each and every claim as a result of Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons; Storm; Flood; Escape of Water; Impact; Theft; Theft or Malicious Persons; Theft, Malicious Persons or Robbery; Leakage of Fuel; Leakage of Beverages; Any Other Accidental **Damage**.

## **35 RP13S - Revised Excess (35)**

Notwithstanding anything contained herein to the contrary, **we** shall not be liable for the first £1,000 of each and every claim as a result of Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons; Storm; Flood; Escape of Water; Impact; Theft; Theft or Malicious Persons; Theft, Malicious Persons or Robbery; Leakage of Fuel; Leakage of Beverages; Any Other Accidental **Damage**.

# Important Information

## Your right to cancel

If this cover does not meet **your** requirements, please return all **your** documents and any **certificate(s)** to the broker, intermediary or agent who arranged the **policy** within 14 days from inception.

**We** will return any premium paid in accordance with the General Condition - Cancellation.

## Termination

If **you** wish to terminate 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 - Cancellation.

## Instalments – Consumer Credit Agreement

If **you** have chosen to pay by Direct Debit instalments please read the Terms and Conditions of any Consumer Credit Agreement **you** have signed. Failure to comply with the Terms and Conditions of the Consumer Credit Agreement may affect **your policy** coverage.

## How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the **policy**. Please quote **your policy** number.

## How to complain

If **you** have an enquiry or complaint arising from **your policy**, please contact the broker, agent or Rentguard Limited who arranged the **policy** for **you**.

If the broker, agent or Rentguard Limited is unable to resolve **your** complaint or it is regarding the terms and conditions of the **policy** they will refer it to NIG. If **your** complaint is still outstanding **you** can write to NIG direct at the following address, quoting **your policy** number.

The Chief Executive,  
NIG,  
Churchill Court,  
Westmoreland Road,  
Bromley,  
BR1 1DP

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

You can telephone for free on 0800 023 4567 and 0300 123 9123  
Or e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://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/prar](http://www.bankofengland.co.uk/prar), 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](http://www.fscs.org.uk)

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





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TENANT CONTENTS INSURANCE

UK & EU HOLIDAY HOMES

CARAVAN INSURANCE

TRAVEL INSURANCE

BREAKDOWN INSURANCE

PET INSURANCE

TENANTS REFERENCING

**DISCOUNT INSURANCE**

The Business Exchange,  
26/28 Hammersmith Grove  
London, W6 7BA  
Tel: 020 8847 8000  
Fax: 020 8847 8001

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Communications may be monitored or recorded to improve our service and for security and regulatory purposes.