



Doulton Underwriting Agents Ltd

Property Owners Policy

Underwritten by

DOULTON UNDERWRITING AGENTS LTD



中国太平
CHINA TAIPING

Insured by

CHINA TAIPING INSURANCE (UK) CO LTD

INTRODUCTION

Thank **you** for choosing Doulton Underwriting Agents Ltd. Incorporated in 1997 we are committed to delivering an excellent and sincere service. We have expert underwriters that fully understand **your** challenges as a Property Owner so we are confident that we can protect **you** against the insured risks and give **you** the peace of mind **you** deserve.

We also have an excellent professionally trained in-house claims team who understand **your** needs and will diligently listen to **you** so as to provide **you** with the best solutions to get **your** business back on track as soon as possible after a loss.

We are authorised and regulated by the Financial Conduct Authority in the UK to underwrite general insurance. FCA registration number: 305182

This **policy** is Underwritten by China Taiping Insurance (UK) Co Ltd.

China Taiping Insurance (UK) Company Limited received its trading license in 1983 and commenced underwriting business on 1 October 1985. Registered in England and Wales under Company number: 1766035 Their parent company, China Taiping Insurance Company Limited, is a Chinese state-owned insurance company headquartered in Hong Kong.

China Taiping Insurance (UK) Company Limited are authorised by the Prudential Regulation Authority (PRA) and Regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA) in the UK to underwrite general insurance and reinsurance policies. Financial Services Register number: 202690.

China Taiping UK strictly adheres to the principals of prudent business underwriting and they transact business with the concept of 'Diligent Management and Sincere Service' in mind.

If **you** would like to find out more about Doulton Underwriting Agents Ltd or China Taiping Insurance (UK) Company Limited please visit the following websites:

www.doultonunderwriting.com

www.uk.cntaiping.com

Christopher Gadd
Managing Director

Doulton Underwriting Agents Ltd

Registered in England and Wales – Company Registration no: 3342606

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YOUR POLICY AND INSURING CLAUSE

Your Policy

This Property Owners Insurance **Policy** confirms the insurance cover agreed between **you** (the **insured**) and **us** (the **company**).

Your policy comprises several different parts, which must be read together as they form **your** contract of insurance with us. We advise **you** to read these carefully to ensure that all the details are correct and that they meet **your** requirements, and that **you** understand the terms, conditions and exclusions.

The **policy** comprises the **statement of fact**, this **policy wording** and the **schedule**.

Please ensure that **you** contact **your** insurance adviser, or us, (as appropriate) as soon as reasonably possible if **you** think that there are amendments to be made or new circumstances that would affect **your** insurance as stated in General Condition 9 (Duty of Fair Presentation) for more details.

Insuring Clause

In consideration of **you** having paid, or agreed to pay, the premium required, the company will indemnify **you** in accordance with the cover detailed in those Sections shown as "operative" or where a sum insured or limit of indemnity is shown in the **schedule**, and occurring in connection with the **business** during the period of insurance, or any subsequent period for which the company agrees to accept payment of the premium.

Each Section of the **policy**, the **schedule** and any **endorsements**, together with the General Policy Definitions, Conditions, Exclusions and Extensions shall be read as one document.

Signed on behalf of Doulton Underwriting Agents Limited.



Authorised Signature

Registered Office: 16 Sherwood Way, West Wickham, Kent, BR4 9PD Authorised and Regulated by the Financial Conduct Authority:
FCA Reference Number: 305182

CUSTOMER INFORMATION

COMPLAINTS PROCEDURE – Doulton Underwriting Agents Ltd (The Underwriting Agent)

1. Any enquiry or complaint in the first instance should be addressed to **your** insuranceadvisor/broker.
2. We make every effort to deliver a high-quality service to our policyholders. If following contact with the above **you** feel that **you** require further assistance, we operate a swift and effective complaints handling procedure. **Your** complaint can be made orally or in writing, and on **your** behalf by a third party to our Manager Director:-

Doulton Underwriting Agents Ltd
16 Sherwood Way, West Wickham, Kent, BR4 9PD
Tel: 020 8777 2626 Email to chris@doultonunderwriting.com

All complaints received will be acknowledged within 1 working day and we will aim to resolve **your** concerns in 3 working days. If we are unable to do so we will advise **you** of the person who is dealing with the complaint and when **you** can expect to receive a detailed response. If **you** are not satisfied with the way in which **your** complaint has been dealt with **you** may contact:-

The Compliance Officer
China Taiping Insurance (UK) Company Limited, 2 Finch Lane, London EC3V 3NA.
Tel: 0207 839 1888 or Fax 0207 621 1202 E-mail: compliance@uk.cntaiping.com

COMPLAINTS PROCEDURE – China Taiping Insurance (UK) Co Ltd (The Insurer)

1. Our Compliance Officer will acknowledge the complaint. **We** will aim to resolve **your** concerns in 3 working days but if **we** are unable to do so **we** will confirm to **you** that **we** have received **your** complaint within 5 working days and advise **you** of the person who will be dealing with the complaint, and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.
2. If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than 5 business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.
3. **Your** complaint will be thoroughly investigated, and **we** will respond to it as soon as possible. Within 8 weeks **we** will provide a final response to **your** complaint in writing or, if it is not possible to respond within that time, **we** will inform **you** in writing within 20 business days, why **we** have been unable to resolve the complaint within that time, why they need more time to do so and when **you** can expect to receive our final response.
4. If **we** have not completed our investigation, within 8 weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue our final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service, if **you** are dissatisfied with the delay. Their address is:

Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square, London E14 9SR
Tel: 0800 023 4 567 from Landlines or 0300 123 9 123 from Mobile phones
(If **you** are calling from outside of United Kingdom: 0044 20 7964 0500) #
Fax: 020 7964 1001 E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

5. Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so Free of Charge, but **you** must do so within six months of the date of our Final Response. If **you** do not refer **your** complaint in time, the Ombudsman will not have our permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme should **we** be unable to meet **our** obligations under this contract. Entitlement to compensation under the Scheme depends on the type of **business** and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, contactable via:

FSCS, 10th floor, Beaufort House, 15, St Botolph Street, London EC3A 7QU
Telephone: 0800 678 1100 or 0207 741 4100
Website: www.fscs.org.uk

YOUR RIGHT TO CANCEL

a) “Cooling-off period”

If **you** are a ‘consumer’ (deemed to be: an individual entering into an insurance contract wholly or mainly for purposes unrelated to his or her trade, business or profession or a micro-enterprise being an enterprise employing less than 10 persons and a turnover or annual balance sheet that does not exceed £2 million), **you** have the right to cancel this insurance **policy** within 14 days of receiving the **policy** documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **you** will have received the **policy** document upon the day following the date it was posted to **you** by first class post.

If **you** do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the **schedule**, and no liability whatsoever shall attach to the **company** in respect of the **policy**.

b) Other than during the “Cooling-off period”

If **you** are not a “consumer”, or are a “consumer” who does not exercise their right of cancellation within the initial 14 day period, this insurance **policy** will automatically come into force from the inception date specified in the **schedule**. **You** will remain liable to pay the full annual premium.

Following the expiry of the initial 14 day period, this insurance **policy** may be cancelled at any time at **your** written request. Provided that there have not been any claims paid, reported or outstanding, **we** will refund a pro rata proportion of the annual premium payable, less an appropriate administration charge. Should a claim, or potential claim have been paid, reported or be outstanding, then there will not be any return or premium.

To exercise **your** right to cancel, contact the broker who arranged this cover for **you**.

The Law that Governs this Policy and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary, this insurance **policy** shall be subject to the law governing England and Wales. The indemnity provided by this **policy** shall apply only to judgements against **you** in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands; and not to judgements obtained elsewhere, nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise. The premium for this **policy** has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

The Law that governs the interpretation of this Policy

All disputes concerning the interpretation of this **policy** are understood and agreed by both **you** and **us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

This **policy** should be read carefully and if it is incorrect return it immediately to **your** broker, or **us** where relevant, for alteration.

This **policy** should be kept in a safe place – **you** may need to refer to it if **you** have to make a claim.

GENERAL DEFINITIONS AND INTERPRETATIONS

Any word or phrase specified hereunder to which a specific meaning is given has the same meaning wherever it appears in this **policy** or any **schedule endorsement** or notice attached or issued by the **company** unless specifically amended by any documentation issued by the **company**. For ease of interpretation such words are printed in bold font. In the **policy schedule** these words will have a capital initial letter only.

Words importing any gender shall include all genders, and words or phrases expressed in the singular context shall also mean the plural and vice versa.

Act of Terrorism

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

All other Contents

means **landlord contents** in the common parts of the **building** belonging to **you**, for which **you** are legally responsible for.

Asbestos

means asbestos, asbestos fibres or any derivatives of asbestos.

Block of Flats

means the **building(s)** of the **block(s) of flats** shown in the **schedule**

Bodily Injury

means injury including death, illness, disease or shock

Business

means **your** business as owners of the **premises** or as lessees where **you** are responsible for the upkeep repair maintenance of **the premises** as leaseholder under a legal lease for a specified item.

Company/our/us/we

means China Taiping Insurance (UK) Co Limited

Computer Systems

any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output **data** storage device networking equipment or back up facility owned operated by or held in trust by **you**

Costs and Expenses

means

- (1) Fees for **your** legal representation at
 - a) any Coroner's Inquest or Fatal Accident Inquiry
 - b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty.
- (2) **Costs and expenses** incurred with **our** written consent.
- (3) Any claimant's legal **costs** for which **you** are legally liable in connection with any event which is or may be the subject of indemnity under the **policy**

Damage

means loss, destruction or damage

Data

information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a **computer system**.

Employee

means

- (1) any person under a contract of service or apprenticeship with **you**
- (2) any person hired or borrowed by **you** in the course of their contract of service or apprenticeship with another employer
- (3) any person under a government or other authorised work experience or youth training or similar scheme
- (4) any self-employed person
- (5) any labour master or labour only sub-contractor or person supplied by any of them whilst engaged in working for **you** in connection with the **business**
- (6) any voluntary worker

Endorsement

means any additional terms relating to the insurance provided by this **policy** which are

- (1) not within the **policy** but attached to any **schedule** issued by the **company** or
- (2) within the **policy** and stated in the **policy schedule** as applying to this **policy**

Excess

means the amount stated herein, or shown in the **schedule**, under several Sections of this **policy**, being the first amount of each and every claim, at each **premises**, for which **you** are responsible and deemed to be **your** own insurer.

Geographical Limits

means:

- (1) the United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- (2) visiting elsewhere in the world performing non manual work in connection with the **business** by any **employee** who resides in (1) above

Insured / Policyholder / You / Your

means the person(s) Company or firm named in the **schedule**.

Limit of Indemnity / Limit of Liability

means the maximum amount **we** will pay for any single claim or loss in respect of that element of the **policy** cover. Where stated (e.g. "in the aggregate") the **limit of indemnity** or **limit of liability**, may also be the maximum amount **we** will pay under that element of the **policy** cover total for any one **period of insurance**. The **limit of indemnity** or **limit of liability** shall not exceed:-

- (1) any automatic and/or specific limits of **our** liability as stated in the **policy** covers;
- (2) the **limit of indemnity** or **limit of liability** remaining after deduction for any other **damage** occurring during the same **period of insurance**;
- (3) where stated, **costs and expenses** are payable in addition to the **limit of indemnity** or **limit of liability**

Period of insurance

means the period beginning with the effective date shown in the **schedule** and ending with the expiry date.

Policy

means this **policy** booklet and the **sections** contained within, the **schedule** and **endorsements** which shall be read together as one contract.

Pollution

means

- (1) all pollution or contamination of buildings, or other structures, or of water, or land, or the atmosphere; and
- (2) all **bodily injury** or **damage** directly or indirectly caused by such pollution or contamination

Premises

means the premises or part of the premises located at the address and/or address stated in the **schedule**.

Private Dwelling Accommodation

means the **building** or block of flats shown on the **schedule** occupied solely as a private residential dwelling

Self-contained unit

means a part or portion of the **buildings** which are capable of being leased or let out independently of other leased and let part(s) of the **buildings**

Schedule

means the most recent **schedule** issued by the **company** that is relevant to the **policy**

Specified perils

means fire, lightning, explosion, aircraft or other aerial devices or articles falling from them; riot and/ or civil commotion including strikers or locked-out workers or persons taking part in labour disturbances; malicious persons; earthquake; storm; flood; escape of water from any tank apparatus or pipe or of oil from any fixed domestic heating installation; impact by any mechanically propelled vehicle or rail rolling stock or animal.

Statement of Fact

means a form showing the information **you** gave **us**, or was given on **your** behalf per **your** proposal form and/or risk presentation. The **statement of fact** forms part of the contract of insurance.

Sum Insured

means the **sum insured** as stated in the **schedule**

Unoccupied

means wholly vacant or not actively in use, unfurnished, untenanted or disused, for a period of more than 30 consecutive days or 60 days in respect of any building solely used for residential purposes.

GENERAL EXCLUSIONS

(1) GENERAL

The following Exclusions apply to all Sections of this **policy** except Section 4 – Employers' Liability

This **policy** does not cover any loss destruction **damage** consequential loss or liability directly or indirectly caused by or contributed to by or arising from

a) Radioactive Contamination

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii. the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- iii. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

b) Pressure Waves

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

c) Pollution

damage to or loss of use of resulting from **pollution**; except such **damage** to the property, or loss resulting from such **damage**, to property used by **you** at the **premises** for the purpose of the **business** caused by

- i. **pollution** which itself results from a **specified peril**; or
- ii. any of the **specified perils** which itself results from **pollution**

(2) WAR

This **policy** does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of:

- a) 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 military or usurped power.

This Exclusion shall apply to all Sections of this **policy** other than Section 4 – Employers Liability to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to **employees**.

- b) riot, civil commotion and (except in respect of **damage** by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland other than in respect of the insurance provided by Section 3 – Property Owners Liability and Section 4 – Employers Liability.

(3) ACT OF TERRORISM

This **policy** does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of any **act of terrorism** or any action taken in controlling preventing suppressing or in any way relating to any of the above.

In any action suit or other proceedings where the **company** allege that by reason of the **policy** Definition **act of terrorism** any claim hereunder is not covered by this **policy** the burden of proving that such claim hereunder is covered shall be upon **you**

This Exclusion shall apply to all Sections of this **policy** other than Sections 3 (Property Owners Liability) and 4 (Employers' Liability) but where the **company's** maximum liability shall not exceed an amount of £5,000,000 under each Section.

(4) DATE RECOGNITION FAILURE

This **policy** does not cover

- a) **damage**
- b) interruption of or interference with the **business**
- c) legal liability other than Employers' Liability
- d) **costs and expenses** other than in connection with Employers' Liability
- e) legal expenses

directly or indirectly caused by or consisting of or arising from the failure of any **computer systems** whether the property of **you** or not to

- i. correctly recognise any date as its true calendar date
- ii. correctly capture save retain and/or correctly manipulate interpret or process any **data** as a result of treating any date otherwise than as its true calendar date
- iii. correctly capture save retain or process any **data** as a result of the operation of any command which causes the loss of **data** or the inability correctly to capture save retain or process such **data**

(5) CYBER EXCLUSION

This **policy** excludes any **damage** consequential loss liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with:

- i. a **cyber loss**
- ii. any loss of use reduction in functionality erasure corruption alteration repair replacement restoration research engineering or reproduction of any **data** including any amount pertaining to the value of such **data**

regardless of any other cause or event contributing concurrently to or in any sequence to.

Provided that:

- a) this exclusion applies to all sections of this **policy** except (where available and insured) Section 4 – Employers' Liability.

Notwithstanding i. and ii. above, this **policy** covers the cost to repair or replace a **computer system** including any consequential loss following **damage** insured under this **policy** directly occasioned by or resulting from fire, explosion, lightning, theft or attempted theft, escape of water, accidental **damage**, vehicle or aircraft impact, earthquake, falling objects, windstorm, flood and hail.

For the purpose of this Exclusion:

Cyber loss means any **cyber act** or **cyber incident** including but not limited to any action taken in controlling preventing suppressing or remediating any **cyber act** or **cyber loss**

Cyber act means:

- a) one or a series of unauthorised malicious or criminal acts or instructions regardless of time and place or the threat or hoax thereof involving access to processing of transmission of use of or operation of any **data** and/or **computer system**
- b) the transmission or impact of any virus, meaning a corrupting instruction that propagates itself via a **computer system** or network

Cyber incident means:

Any misuse, error or omission or series of related errors or omissions involving:

- a) access to processing of use of or operation or availability of any **data** and/or **computer system** or any reductions in the functionality of or partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any **computer system**

- b) any use of electronic networks including but not limited to the internet and private networks intranets extranets electronic mail worldwide web social media and similar medium carried out by **you** or by any person, partnership firm or company acting for **you** or on **your** behalf

(6) COMMUNICABLE DISEASE EXCLUSION

Notwithstanding any provision to the contrary this **policy** excludes any actual or alleged **damage**, legal liability, **injury, costs and expenses** - including but not limited to any cost to clean up, detoxify, remove, monitor or test - and any other sum of any nature whatsoever directly or indirectly caused by, contributed to by, resulting from, originated by, attributable to or occurring concurrently with a **Communicable Disease** or the fear or threat (whether actual or perceived) thereof.

The presence of a person or persons at the **premises** that is/are possibly or actually infected with a **Communicable Disease** shall not constitute **damage**, whether physical or otherwise, or give rise to **your** legal liability or any **costs** of expenses in any way.

For the purpose of this Exclusion, a **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1.1. the substance or agent includes but is not limited to a virus bacterium parasite or other organism or any variation thereof whether deemed living or not and
- 1.2. the method of transmission includes but is not limited to airborne transmission bodily fluid transmission from or to any surface or object solid liquid or gas or between organisms and
- 1.3. the disease substance or agent can cause or threaten **damage injury** or illness to human health or human welfare or can cause or threaten **damage** to deterioration of loss of value of marketability of or loss of use of property

Provided that:

- a) where **we** are alleging that this exclusion applies then the burden in proving to the contrary lies with **you**;
- b) this exclusion applies to all sections of this **policy** except those (where available and insured) noted below:
 - i) Section 4 – Employers’ Liability; but any circumstance where compulsory insurance of liability to any **employee** is required by statute but the **limit of indemnity** shall be reduced to the minimum amount as required by law;
 - ii) Extension (5) under Section 2 – Loss of Rent Receivable.

GENERAL CONDITIONS

The following Conditions apply to all Sections of this **policy** and **you** must comply with them or this **policy** may not be in force

(1) ARBITRATION

If the **company** accepts liability for a claim under this **policy** but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time

In these circumstances the arbitrator's award must be made before there is any right of action against the **company**

(2) ASSIGNMENT

You shall not assign any of the rights or benefits under this **policy** without **our** prior written consent.

We shall not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment dealing with or relating to this **policy**.

(3) AVERAGE

If the value of the **property** covered by this **policy** shall, at the time of **damage**, be greater than its **sum insured**, **you** shall only be entitled to recover such proportion of **your** claim as the **sum insured** bears to the total value of the said **property**.

(4) CANCELLATION

The **company** may cancel this **policy** by sending 30 days' notice by recorded delivery letter to **you** at **your** last known address, unless **our** reason for cancellation is deliberate or reckless misrepresentation on **your** part. If **we** cancel because of deliberate or reckless misrepresentation, then **your policy** will be cancelled with immediate effect.

Otherwise, notice will be deemed to be on the date of delivery if the notice is delivered by hand, or two working days after posting if notice is sent by post or courier.

If **we** cancel **your policy** and **you** have not made a claim, **you** will be entitled to a refund of any premium paid for any unexpired **period of insurance** for which **you** have paid. However, if **we** cancel **your policy** because of deliberate or reckless misrepresentation, then **we** will not refund any premium.

Where a claim has been made during the current **period of insurance** the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment

(5) CONDITIONS PRECEDENT TO LIABILITY

We shall not be liable for any claim where **you** haven't complied with any part of any condition to which payment of a claim is subject (a condition precedent) to except for when the concerned condition:

- a) relates to a particular **premises** only, **we** will pay for a claim arising out of an event occurring at **premises** which are not specified in any conditions precedent to liability;
- b) relates to a particular time only, **we** will pay for a claim arising out of an event if **you** can prove, on the balance of probabilities, that **your** non-compliance with such condition precedent to liability did not cause or contribute to the loss, **damage** or **injury** occurred in the circumstances in which it occurred;
- c) relates and aims at reducing particular types of injury, liability, loss or **damage** only, **we** will pay for a claim arising out of an event if **you** can prove, on the balance of probabilities, that **your** non-compliance with such condition precedent to liability did not cause or contribute to the loss, **damage** or **injury** in the circumstances in which it occurred.

(6) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person or **company** who was not 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 Condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act 1999

(7) DATA PROTECTION ACT & GENERAL DATA PROTECTION REGULATION

By taking out this insurance **policy**, **you** agree that any information provided to the **company** regarding **you / your business** is provided for the purpose of entering into this contract of insurance. In turn the **company** will process **your data** in accordance with the "Privacy and Your Personal Information" statement at the end of this **policy**.

(8) DISCHARGE OF LIABILITY

We may at any time, after deductions of any sums already paid, pay **you**:

- (ii) the **limit of indemnity** or
- (iii) the **sum insured** or
- (iv) a lesser amount for which such claim or claims can be settled

Upon such payment we shall discharge **our** liability in respect of such claim except for **costs and expenses** which **we** have already agreed to pay prior to the date of such payment.

(9) DUTY OF FAIR PRESENTATION

You must make a fair presentation of the risk to the **company** at inception, renewal and variation of the **policy**.

- a) In the absence of such fair presentation, the **company** may avoid the **policy** and refuse to pay any claims where any failure to make a fair presentation is:
 - i. deliberate or reckless; or
 - ii. of such other nature that, if **you** had made a fair presentation, the **company** would not have underwritten the riskthe **company** will return the premium paid by **you** unless the failure to make a fair presentation is a deliberate or reckless
- b) If the **company** would have issued the **policy** on different terms had **you** made a fair presentation, the **company** will not avoid the **policy** (except where the failure is deliberate or reckless) but the **company** may instead: -
 - i. reduce proportionately the amount paid or payable on any claim, the proportion for which the **company** is liable being calculated by comparing the premium actually charged as a percentage of the premium that the **company** would have charged had **you** made a fair presentation;
and / or
 - ii. treat the **policy** as if it had included such additional terms (other than those requiring payment of premium) as the **company** would have imposed had **you** made a fair presentation

For the purpose of this Condition reference to: -

- 1) avoiding a **policy** means treating the **policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **policy**), the renewal date (where the failure occurs at renewal of the **policy**), or the variation date (where the failure occurs when the **policy** is varied);
- 2) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- 3) issuing a **policy** should be treated as references to issuing the **policy** at inception, renewal or varying the **policy** as the context requires.

(10) EFFECT OF CLAIMS ON SUMS INSURED

Except where otherwise provided for under any Section of this **policy**

- a) the **sums insured** in this **policy** will be reduced until expiry of the **period of insurance** by the amount of any loss destruction **damage** interruption or interference with the **business**
- b) if any **sum insured** is subject to the Condition of Average and further claims arise before expiry of the **period of insurance** the application of such Condition of Average may have the effect of increasing the proportion of the loss which **you** will have to bear
- c) on request and if not otherwise provided for under any Section of this **policy** following a claim the **company** will consider reinstating the original **sums insured** subject to any additional premium revised terms and further precautions that may be necessary

(11) EMPLOYERS LIABILITY TRACING OFFICE

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

- a) Certain information relating to **your** insurance **policy** including without limitation
 - i. the **policy** number(s);
 - ii. employers' names and addresses (including subsidiaries and any relevant changes of name)
 - iii. dates of cover
 - iv. employers' reference numbers provided by Her Majesty's Revenue and Customs;
 - v. Companies House reference numbers (if relevant) will be provided to the Employers Liability Tracing Office (ELTO) and added to the electronic database.
- b) This information will be made available by the **company** to ELTO in a specified and readily accessible form as required by the Employers Liability Insurance Disclosure by Company Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
- c) The database will assist individual customer claimants who have suffered an employment related **injury** or disease arising out of the course of their employment in the UK for employers carrying on or who carried on **business** in the UK and who are covered by the employers' liability insurance of their employers (claimants):
 - i. to identify which company(ies) provided employers' liability cover during the relevant periods of employment; and
 - ii. to identify the relevant employers' liability insurance policies.

(12) FRAUDULENT CLAIMS

If **you** or anyone acting on **your** behalf makes any false, deliberately caused, exaggerated or fraudulent claim or makes use of false or fraudulent documents, statements to support a claim (regardless of whether or not the claim itself is genuine), **we** will:

- a) refuse to pay the whole of the claim; and
- b) recover from **you** any sums that **we** already paid in respect of the claim.

We may also notify **you** that **we** will be treating the **policy** as having terminated with effect from the date of the earliest of any of the acts set out above and **you** will not be entitled to any refund of premium.

(13) INSTALMENTS

If the premium for this **policy** is payable by instalments it is a condition precedent to the **company's** liability that each instalment shall be paid when due otherwise all benefit under this **policy** shall be forfeited from the date when such instalment was due

(14) INSURANCE RISK SURVEY(S)

- (a) As part of this insurance contract the **company** reserves the right to undertake an insurance risks survey of the **premises** at any time prior to or during the currency of this **policy** cover and **you** must allow the **company** access to the **premises** and/or related risks to carry out such survey(s).
- (b) following the survey(s) any Risk Improvement Requirements will be notified to **you** with details of the date(s) by which each Requirement(s) must be completed.
- (c) if any such Requirement is not completed with the stated timescale then the **company** may opt to:-
 - (i) modify the **policy** premium; or
 - (ii) issue a mid-term amendment to **your policy** or section and terms and conditions; or
 - (iii) require **you** to make alterations to the **premises** insured by the deadline date(s); or
 - (iv) exercise the **company's** right to cancel the **policy**; orleave the **policy** or section terms and conditions and the premium unaltered
- (d) the **company's** requirements and decisions will take effect from the date(s) specified unless and until the **company** agrees otherwise in writing. If **you** disagree with the **company's** Requirements and/or decisions the **company** will consider **your** comments and where the **company** considers appropriate will continue to negotiate with **you** to resolve the matter to **your** and the **company's** satisfaction.

(15) MATERIAL ALTERATION

You must notify the **company** as soon as possible if there is any alteration in **your** ownership in or to the **business** at the **premises** including but not limited to:

- a) **your business** being wound up or carried on by a liquidator or receiver;
- b) changes in the facts as set out in the **statement of facts** and declared to **us** at inception, renewal or variation of the **policy**, which materially increases the risk of **injury** or **damage**
- c) where **your** interest in the **property** as described in the **schedule** ceases other than by death;
- d) in respect of subsidence if applicable, where any construction, demolition or excavation work is being carried out on adjoining sites.

Upon notification to **us** of such alteration, **we** may at **our** discretion:

- a) continue cover on the same terms;
- b) impose additional terms or restrict cover where relevant;
- c) alter the premium;
- d) cancel this policy**

If **you** fail to notify **us** of any such alteration, **we** may:

- a) treat this **policy** as if it had included such terms (other than relating to premium) that **we** would have applied had **we** known about the alteration from the date of such alteration in risk;
- b) treat this **policy** as terminated from the date of such alteration had **we** cancelled this **policy** if **we** had known of the alteration and **we** will also return a proportionate amount of premium for the unexpired **period of insurance**;
- c) reduce proportionally the settlement on any claim, the proportion for which is derived by comparing the premium **we** would have charged had **we** known about such alteration with the premium **we** actually charged.

(16) OTHER INSURANCE

If at the time of any **injury** or **damage** there be any other insurance

- a) covering the whole or part of such **injury** or **damage** whether effected by **you** or not then the **company** shall not be liable to pay or contribute more than their rateable proportion of the total payment made for such **injury** or **damage**
- b) on any of the **property** covered herein either alone or together with any other **property** which shall be subject to the Condition of Average or is limited in respect of the value of any article or the total amount is divided in respect of said **property**, then this **policy** may at the option of the **company** be held to contain the same Condition of Average, limit of value and division of amount, on a pro rata basis
- c) which more specifically insures **property** covered herein this **policy** will not apply except in respect of any amount over and above that recoverable under such more specific insurance

This Condition does not apply to any Personal Accident benefit provided under this **policy** in respect of death or **injury** to any **insured person**

(17) PRECAUTIONS AND LEGAL REQUIREMENTS

You must

- a) take all reasonable precautions to safeguard any **property** covered by this **policy** against **damage** and to prevent **injury** or loss or destruction of or **damage** to other **property**
- b) exercise reasonable care in the selection and supervision of **your employees**
- c) take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any authority
- d) maintain the **premises** and all other **property** covered in a sound condition
- e) where **you** are legally responsible to do so, **you** must ensure that any **buildings** or **self-contained unit(s)** within a **building** that are occupied for the purposes of **private dwelling accommodation**; and which utilise gas fired equipment, **you** must:
 - I. ensure that all gas appliances are safely installed and maintained by a Gas Safe registered engineer; and
 - II. that each appliance and flue are inspected at annually by a Gas Safe registered engineer to ensure they remain in safe working order and a gas safety inspection record retained following each inspection; and
 - III. provide at least one working smoke alarm in each storey of the **building** and a carbon monoxide alarm in any room with a solid fuel burning appliance.

(18) PREMIUM ADJUSTMENT

If any part of the premium is calculated on estimates **you** shall keep an accurate record containing all relevant particulars and shall at any time allow the **company** to inspect such record. **You** shall within one month after the expiry of each **period of insurance** supply particulars and information as the **company** may require and the premium for such period shall be adjusted subject to any minimum premium.

(19) RECOVERY OF LOST OR STOLEN PROPERTY

If any lost or stolen **property** which is the subject of a claim under this **policy** is recovered **you** must inform the **company** as soon as reasonably possible by recorded delivery letter.

If the **property** is recovered before the payment of the claim for loss of that **property** **you** must reclaim such **property** and the **company** will then indemnify **you** under the terms of this **policy** for any **damage** sustained to such **property**

If the **property** is recovered after payment of the claim for loss of that **property** the **property** will then belong to the **company** but **you** will have the option of retaining the **property** and refunding to the **company** any claim payment the **company** have made for the **property** subject to any appropriate adjustment for **damage** to the **property**

(21) WORKMEN AND ALTERATION TO THE PREMISES OR BUSINESS

Workmen and tradesmen are allowed in or about the **premises** for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance but the **company** has insured **you** on the basis of information supplied and cover under this **policy** will cease if

- a) there are changes to the **premises** or the building in which it is located or to **your business** which may increase the risk of loss destruction **damage** liability accident or **injury**
- b) there are changes in the occupancy or use of the **premises**
- c) **your** interest in the **premises** or **your business** ceases
- d) **your business** is wound up or carried on by a liquidator or receiver or permanently discontinued

unless **you** have notified the **company** within a reasonable time and the **company** have agreed to such changes in writing

(22) SANCTIONS

The **company** shall not provide any benefit under this **policy** to the extent that such cover or claim payment would expose **us** to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations resolutions.

(23) SUBROGATION

In the event of a payment under this **policy**, **we** shall be subrogated to all applicable rights of recovery of the **policyholder** (or **insured person** where applicable) in respect of such payment. **You** must do everything **we** require to enforce such rights or remedies or obtain relief or indemnity from other parties as it may be relevant.

(24) UNOCCUPIED PREMISES

It is a condition precedent to liability that where the **buildings**, or a **self-contained unit** at the **premises** become **unoccupied**, the following precautions are implemented by **you**, or on **your** behalf, unless otherwise agreed in writing by **us**:

- (1) the **premises** or **self-contained unit** are fully secured against unauthorised access and all locks, bolts, fastenings and other security devices are put into effective operation;
- (2) any broken or defective windows will be kept boarded up and all other windows and openings will be firmly secured at all times, and any letter-boxes sealed
- (3) all waste, unfixed combustible materials, gas bottles, lumber and contents, other than **landlords' contents**, are swept up and removed from the **premises**, and not allowed to accumulate therein
- (4) all mains utility services (other than electricity supplies required to maintain fire and/or theft protections and water supplies to any automatic sprinkler installation) must be isolated at the point of entry to the **buildings** and turned off.

Any water (other than any automatic sprinkler installation) or oil pipework or apparatus must be drained down.

- (5) the heating is maintained to a level that is sufficient to prevent freezing of automatic sprinkler installations
- (6) The **premises** must be inspected by an authorised person at least once every seven days and:
 - (a) any breaches of security or other defects discovered must be rectified immediately;
 - (b) any faults with the alarm or fire protection installations are rectified remedied or repaired immediately
 - (c) records of such inspections are maintained
 - (d) immediate notification to **us** is made if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes

SECTION 1 – PROPERTY DAMAGE ALL RISKS

This Section applies only if stated as INSURED / OPERATIVE in the **schedule**

DEFINITIONS TO THE PROPERTY DAMAGE ALL RISKS SECTION

NB: For the purpose of determining where necessary the definition within which any property is insured the **company** agree to accept the designation under which such property has been entered in **your** books of account

Buildings

means the manmade structures at the **premises** stated in the **schedule** consisting of:-

- (1) constructed of brick stone slate tile construction and/or other non-combustible materials unless otherwise stated in the **schedule**.
- (2) Landlord's fixture and fittings gates fences and hedges private garages outbuildings extensions annexes gangways canopies fixed signs temporary buildings conveniences lamp posts and street furniture.
- (3) tenants' improvements if **you** are responsible and the **property** is comprising of fixtures and fittings (but excluding moveable contents) formerly the property of tenants but relinquished to **you** at the time of surrender of the lease belonging to **you** or for which **you** have accepted responsibility including landlords fixtures and fittings walls, and the following expenses necessarily incurred with **our** consent.
- (4) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of **your** responsibility,
- (5) yards car parks roads pavements forecourts and similar surfaces
- (6) all external and internal fixed glass therein.

Declared value

Means **your** assessment of the cost of rebuilding, replacement, repair or restoration of the **property** insured, to a condition equal to but not better or more extensive than new, applying at the inception of the **period of insurance**, ignoring inflationary factors which may operate subsequently, but including an allowance for additional **costs** to comply with any public authority requirements, professional fees and debris removal **costs**

Landlords Contents

means fixtures and fittings at the **premises** that do not form a permanent part of the structure, furniture, furnishing, fitted carpet, utensils, domestic appliances belonging to **you** or for which **you** have legally accepted responsibility for, either in the common parts of the **buildings**, or in any self-contained unit leased or rented out by **you**, on a "furnished" basis, but excluding-

- (1) bills of exchange, promissory, notes, cash, bank and currency, notes, securities, deeds, bonds or, documents of any description;
- (2) business books, plans, specifications, designs, **data**;
- (3) curios, watches, works of art, antiques, sculptures, rare books or pictures where the value of any one article exceeds £500;
- (4) jewellery precious stones or articles made from them precious metals bullion furs or rare books
- (5) trade stock and materials;
- (6) **property** more specifically insured

Property

means physical, tangible assets belonging to **you**, or for which **you** are legally responsible, as described in the **schedule** and insured by this **policy**

INSURING CLAUSE

If any **property** suffers accidental **damage** during the **period of insurance** by a cause that is not excluded hereunder, occurring at **your premises** within the **geographical limits**, or elsewhere as provided for by

the **policy** terms, conditions and extensions; the **company** will pay **you** an amount calculated in accordance with the Basis of Settlement, or at their option will reinstate, repair or replace **your property** or any part of it which is lost destroyed or **damaged**. Provided that **our** liability under this Section does not exceed:-

- (1) the **sum insured** for each Item,
- (2) in total, the total **sum insured**

stated in the **schedule** applicable to this Section.

EXCLUSIONS TO THIS SECTION

This Section does not cover

(1) Excess

unless otherwise stated in the **schedule**

- (a) the first £1,000 of each and every claim in respect of **damage** caused by subsidence, ground heave or landslip;
- (b) the first £100 of each and every claim for personal effects,
- (c) the first £250 of all other claims

(2) Inbuilt defect wear tear and defective workmanship

damage to property caused by or consisting of:

- (a) inbuilt or latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials
- (b) faulty or defective workmanship, operational error or omission on **your** part or that of any of their **employees**
- (c) acts of fraud or dishonesty by **you** or any of **your** partners or employees

but subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy** is covered under this Section.

(3) Frost and weight of snow

damage caused by:

- (a) frost
- (b) by weight of snow to outbuildings, lean-to structures or the contents thereof

but subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy** is covered under this Section.

(4) Corrosion or change in temperature

damage caused by or consisting of:

- (a) corrosion rust **wet** or dry rot shrinkage evaporation contamination loss of weight dampness dryness marring scratching denting vermin or insects

but the following is covered under this Section:

- (i) such **damage** not excluded elsewhere in this Section or **policy** which itself results from any **specified peril** or from any other accidental cause
- (ii) subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy**

(5) Joint leakage or breakdown

damage consisting of or caused by:

- (a) the bursting of any boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to **you** or under **your** control in which internal pressure is due to steam only
- (b) joint leakage or failure of welds, cracking, fracturing **collapse** or overheating of boiler, economisers, superheaters, pressure vessels or any range of steam or feed piping connected to them

- (c) mechanical or electrical **breakdown** or derangement in respect of the particular machine apparatus, or equipment in which **breakdown** or derangement originates but the following is covered under this Section:
 - (ii) such **damage** not excluded elsewhere in this Section or **policy**, which itself results from any **specified peril**
 - (iii) subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy**.

(6) Settlement of new structures and damage to buildings involving

damage caused by or consisting of:

- (a) normal settlement or bedding down of new structures
- (b) subsidence, ground heave or landslip, which commenced prior to the inception of this cover
- (c) the settlement or movement of made up ground or by coastal or river erosion
- (d) movement or settlement of yards, car parks, roads, pavements, walls, gates or fences unless the main **building** insured by this Section are affected at the same time and by the same cause
- (e) use of defective materials or arising from defective design or workmanship, or demolition, construction or structural alterations or repair of any **property** at the **premises**.

(7) Change in the water table level

damage attributable to change in the water table level.

(8) Theft

damage caused by **theft** or attempt theft thereat:-

- (a) unless involving entry to, or exit from the **buildings** at the **premises** by forcible and violent and means or by violence or threat of violence to **you** or any of **your employees**
- (b) involving **your** collusion or that of any of **your employee(s)**
- (c) caused or perpetrated by persons lawfully at the **premises**.

(9) Collapse or damage to buildings in course of erection

damage to a **building** or structure:

- (a) caused by its own collapse or cracking, unless resulting from a **specified peril**
- (b) in the course of erection or construction and any materials or supplies in connection with such property

(10) Fences, gates and open-sided buildings

damage to fences, gates and open-sided or open-ended **buildings** caused by wind, rain, hail, sleet, flood or dust;

(11) Heating Processes

- (a) **damage** caused by fire, resulting from its undergoing any heating process or any process involving the application of heat
- (b) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the Insurer will pay for such **damage** caused by fire or explosion.

(12) Unoccupied Buildings

damage in respect of any **buildings** which are **unoccupied** caused by:

- (a) Freezing
- (b) escape of water from any tank apparatus or pipe
- (c) malicious persons (other than by fire or **explosion**)
- (d) theft or attempted theft
- (e) **damage** to fixed glass

(13) Property insured by any other insurance

any **property** which at the time of **damage** is covered by a more specific insurance including but not limited to any marine policy or policies.

(14) Excluded property

unless specifically stated as insured in the **schedule** applicable to this Section, **damage** in respect of:

- (i) land, piers, jetties, bridges, culverts or excavations, inflatable buildings or structures;
- (ii) vehicles licensed for road use (and accessories on them), caravans, trailers, railway rolling stock, watercraft or aircraft;
- (iii) livestock, growing crops or trees

(15) Statutory engineering inspections

cover against loss destruction or **damage** caused by an explosion originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which are required to have an examination to comply with statutory regulations, is conditional upon the provision that such vessel machinery or apparatus shall be the subject of a policy or other contract providing the regular required inspection service.

BASIS OF SETTLEMENT

(1) Day One Value Basis

This Condition applies to those items in the **schedule** where a **declared value** or "DV" is also shown in respect of such **property**;

Subject to the following "special conditions", the amount payable will be calculated as reinstatement of the **damage** to such **property**. For this purpose, reinstatement shall mean: -

- (a) the rebuilding or replacement of **damaged property**, which provided that the **company's** liability is not increased may be carried out
 - (i) in any manner suitable to **your** requirements
 - (ii) upon another site
- (b) the repair or restoration of **damaged property**

to a condition equivalent to, or the same as, but not better or more extensive than when new.

Your having stated in writing the **declared value** incorporated in each Item to which this Basis of settlement applies, the premium has been calculated accordingly.

Special Conditions applicable to Day One Value Basis

- (1) at the inception of each **period of insurance** **you** shall notify the **company** of the **declared value** of the **property** insured by each of the said item(s). In the absence of such declaration, the current **declared value** shall be taken as the **declared value** and adjusted for inflation for the ensuing **period of insurance**;
- (2) If at the time of **damage**, the **declared value** of the **property** insured by such item is less than the cost of reinstatement at the start of the **period of insurance**, then the **company's** liability for any **damage** shall not exceed the proportion that the **declared value** bears to the cost of reinstatement
- (3) the liability of the **company** for the repair or restoration of **property** that is partially **damaged** only, will not exceed the amount that would have been paid if the **property** had been completely destroyed;
- (4) no payment will be made beyond the amount that would have been payable in the absence of this Day One Value Basis Value clause: -
 - a) unless reinstatement commences and proceeds without unreasonable delay;
 - b) until the cost of reinstatement has actually been incurred
 - c) if the **property** covered by this Section at the time of the **damage** is insured by any other insurance which is not upon the same basis of reinstatement

If **you** do not comply with Special Condition (4) applicable to Day One Value Basis, or decide not to reinstate the **property** insured in a condition equal to but not better or more extensive than its condition when new, then the cover by this basis of settlement shall not apply, and the insurance in respect of such items **we** be subject to the following Condition of average: -

Condition of average

The cover for each Item is deemed to be subject to average, so that if at the time of **damage**, the reinstatement **costs** of the **property**, including due allowance for public authority requirements, professional fees and debris removal **costs**, is more than 115% of the **declared value** stated in the **schedule** then the amount payable will be reduced in proportion to the amount that the **declared value** represents of the reinstatement cost

(2) Reinstatement Basis of Payment

Subject to the undernoted provisions the basis upon which the amount payable in respect of any Item under this Section (other than **stock**, motor vehicles and their accessories **employees'** directors' visitors' and guests pedal cycles and personal effects) is to be calculated shall be the reinstatement of the property lost destroyed or **damaged**

For this purpose, reinstatement means

- (a) the rebuilding or replacement of **property** lost or destroyed which provided the liability of the **company** is not increased may be carried out
 - (i) in any 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

Provided that

- (i) The liability of the **company** 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** by any Item subject to this Condition exceeds its **sum insured** at the commencement of any **damage** the liability of the **company** shall not exceed that proportion of the amount of the **damage** which the said **sum insured** shall bear to the sum representing the whole of such **property** at that time
- (iii) No payment beyond the amount which would have been payable in the absence of this Condition 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 by any Item at the time of its **damage** shall be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement

(3) Index Linking

This Condition applies to all Items insured by this Section, other than any item of **stock**

The **declared value** (where appropriate) or **sum insured** on any Item will be adjusted by the percentage change in an appropriate price index determined by the **company**. No premium will be charged on such adjustments, but the renewal premium for the subsequent **period of insurance** will be calculated on the revised **sums insured** (and "**declared values**") where applicable.

The index linking will continue to apply to the **sum(s) insured** of any **property** insured that is the subject of a claim (at the rate of 1/365th per day), until the time of final adjustment of the loss.

(4) European Union and Public Authorities

The cover under this Section for Contents extends to include additional **costs** of rebuilding or reinstatement of lost destroyed or **damaged property** which **you** incur solely to comply with

- (a) European Union Legislation, or
- (b) Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Public Authority excluding: -
 - (1) any such **costs** where the Item is not subject to the Reinstatement Basis of Payment (Special Condition (2))

- (2) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
 - (i) in respect of **damage** occurring before this cover was granted
 - (ii) in respect of **damage** not insured by this Section
 - (iii)** under which notice was served upon **you** before the date of **damage**
 - (iv) in respect of undamaged **property** or undamaged portions of **property** forming any part of the **property** sustaining **damage** except for undamaged foundations (unless foundations are specifically excluded from cover by **endorsement** to this **policy**)
- (c) the additional cost exceeding that which would have been required to make good **property** which sustained **damage** to a condition equal to its condition when new had it not been necessary to comply with any one of the above Regulations or Bye-Laws
- (d) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by its owner in order to comply with any of the above Regulations or Bye-Laws

Provided that

- (i) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the date of the **damage** or within such further time as the **company** may allow (during the said 12 months) and may be carried out upon another site (if Regulations or Bye-Laws so require) subject to the **company's** liability not being increased by this additional cover
- (ii) if apart from this additional cover the **company's** liability for **property** is reduced by the application of any terms and conditions of this **policy** then the **company's** liability in respect of any such **costs** will be reduced in like proportion
- (iii) the total amount payable for **property** will not exceed the **sum insured** for it stated in the **schedule** applicable to this Section

BASIS OF SETTLEMENT ADJUSTMENTS

(5) Property awaiting demolition

If the **building** is awaiting demolition at the time of **damage**, the liability of the **company** shall be limited to the **costs** removal of debris only following **damage**

(6) Property awaiting redevelopment or refurbishment

If the **building** is awaiting redevelopment, refurbishment or renovation at the time of **damage**, the liability of the **company** shall exclude any **costs** involved in the redevelopment or refurbishment that **you** would have incurred in the absence of such **damage**

(7) Partial Damage

Where **damage** occurs to only part of the **building**, **our** liability for all **costs** in total shall not exceed the amount which **we** would have been liable to pay to rebuild the **building** had it been totally destroyed.

(8) Delays in Rebuilding

The **company** shall not be liable for any increase in **costs** due to unreasonable delays in rebuilding unless these delays are entirely beyond **your** control

EXTENSIONS TO COVER BY THIS SECTION

This insurance provided by this Section extends to include cover for:

(1) Automatic Reinstatement of Sum Insured

In the absence of written notice by **you** or the **company** to the contrary within 30 days of the occurrence of any **damage** the **sums insured** by this Section shall not be reduced by the amount of any loss, and **you** shall pay the appropriate premium for such automatic reinstatement of cover provided that

- (a) **you** shall carry out any reasonable recommendations put forward by the **company** to prevent further loss
- (b) in respect of **damage** by theft (if insured) the automatic reinstatement shall apply on the first occasion only in each **period of insurance**

(2) Contracting Purchasers

If at the time of loss or destruction of or **damage** to **property** you have contracted to sell **your** interest in any **buildings** covered by this Section and the purchase is not completed but will be completed at a later date the purchaser will on completion of the purchase (in so far as the **property** is not insured elsewhere against such **damage** by or on their behalf) be entitled to benefit under this Section until completion of the purchase without affecting **your** rights and liabilities under this Section or those of the **company**

(3) Capital Additions

We will indemnify **you**, in respect of **damage** to:

- (a) newly built and/or newly acquired **buildings** and/or **contents** in communal areas
- (b) alterations, additions and improvements to **buildings** and/or **contents** in communal areas (but not in respect of any appreciation in value) situated anywhere in the **geographical limits**, provided that:-
 - (i) **our** maximum liability will not exceed 20% of the total **buildings** and/or contents **sums insured**; or
 - (ii) £1,000,000 whichever is less

you must provide **us** with the details of such extensions to the **buildings** as soon as possible.

(4) Contractor's Interest

Where **you** are required to effect insurance on **building(s)** in the joint names of the contractor and **you** under the terms of a contract condition, then the interest of the contractor in the **building(s)** as a joint insured is hereby noted, subject to any works involving the following elements are notified to the **company** prior to work commencing and the **company** reserves its rights to amend the terms and conditions applying and charge an appropriate additional premium

- (a) any single contract valued in excess of £100,000, or ten percent (10%) of the **sum insured** on the **building(s)**, whichever is the less;
- (b) any work involving hot roofing or the application of heat using welding, cutting or grinding equipment that generates sparks

(5) General Interests

The interests of each lessee(s) at the **premises** are hereby noted in respect of the insurance provided by Section 1 of this **policy**. The nature and extent of such interest to be disclosed in the event of **damage** occurring that affects those part(s) of the **premises** in their demise.

(6) Mortgagees Non-Invalidation

Any act, omission, alteration or neglect of by the Leaseholder, Lessee or Mortgagor whereby the risk of **damage** is increased without the authority or knowledge of the Freeholder, Lessor or Mortgagee, their interests will not be prejudiced, provided that **you** notify the **company** immediately on becoming aware and pay an additional premium if required by **us**.

(7) Non-Invalidation

The insurance by this Section, shall not be invalidated by any act of omission or by any alteration, whereby the risk of **damage** is increased unknown to **you** or beyond **your** control, provided that immediately **you** become aware thereof, **you** shall give **us** notice and pay such additional premium if required by **us**.

(8) Subrogation Waiver

We agree to waive any rights or remedies to which **we** may be entitled by subrogation against:

- (a) any of **your** parent or subsidiary companies or any company which is subsidiary of a parent company of which **you** are a subsidiary.
- (b) any tenant or lessee in respect of **damage** to that part of the **property** occupied by the tenant or lessee or to common parts of the building provided that the **damage** is not a result of a criminal fraudulent or malicious act by the tenant or lessee.

(9) 72 Hours Clause

Damage caused by storm, tempest, flood, subsidence, ground heave or landslip occurring in any one period of 72 consecutive hours, during the **period of insurance** is deemed to be one claim event. Any **excess** applicable shall apply separately to each selected period.

You shall select the time from which any such period shall commence provided that no 2 such selected periods may overlap and that such **damage** occurred prior to expiry of the **period of insurance**.

(10) Emergency Services

We will pay the reasonable **costs** incurred by you up to £10,000 following **damage** resulting from the actions of the emergency services, including deliberate acts where such deliberate acts are for the purpose of safeguarding human life or minimizing **damage** insured by this section.

(11) Debris Removal

The **sum insured** in respect of each item shown in the **schedule** is deemed to include the cost of removing debris, demolishing, shoring up or propping up of the damaged parts, clearing drains, gutters sewers for which **you** are responsible for of the **property** insured, excluding any **costs** or **expenses**:

- (1) incurred in removing debris, except from the **premises** of such **property** insured destroyed or from the area immediately adjacent to the **premises**.
- (2) arising from pollution or contamination of property not insured by this Section.

(12) Professional Fees

It is hereby agreed, that the **declared value(s)** of the **property insured** include a suitable allowance for architects, surveyors, consulting engineers and legal fees necessarily incurred in connection with the repair or reinstatement of the damaged parts of the **property** insured, excluding fees for preparing any claim.

(13) Sale of Buildings

When **you** contract to sell **your** interest in the **property** insured, the contracting purchaser who completes the purchase and his or her mortgagees shall have the benefit of the insurance by this Section. The benefit shall be up to the date of completion, during the currency of this **policy** and provided the **property** insured is not otherwise insured. The benefit shall also be without prejudice to **your** and **our** rights and liabilities.

(14) Contract Works

For the purposes of this Extension 'Contract Works' means:-

property forming part of the permanent or temporary works completed or in the course of completion in the performance of a contract at the **premises** with on **your** behalf, and materials or others goods supplied for incorporation into the works but excluding any property that is more specifically insured.

The insurance for **buildings** extends to include "Contract Works" to the extent that **you** have contracted to arrange cover, provided that this Extension shall only apply insofar as such "Contract Works" are not otherwise insured.

The **company's** liability under this Extension shall not apply to any "Contract Works" where the original contract price or contract value at the time of completion of the works exceeds £250,000; and the **company** shall not be liable for the first £500 of each and every claim.

(15) Drain cleaning

For **your costs** of cleaning, clearing and/or repairing drains, gutters, sewers that have been **damaged** in this Section and occurred at the **premises** listed in the **schedule**.

(16) Fly tipping

The **costs** necessarily and reasonably incurred in clearing and removing, any property illegally deposited in or around the **premises** up to £10,000 any one loss and £30,000 in any one **period of insurance**.

(17) Further investigation expenses

Where the **premises** has suffered **damage**, and where a competent construction professional believes there is a reasonable possibility of **damage** to other portions of the same **building** which is not immediately apparent, **we** will, with **our** prior consent, pay the reasonable **costs** incurred by **you**, to investigate whether or not such **damage** has occurred. **We** will also pay the reasonable **costs** incurred by **you**, to establish whether or not, other **buildings** within a half mile radius of the **premises** have suffered **damage** in the same incident, but **we** will only pay for this if **damage** has occurred for which **we** are liable.

(18) Frustrated Legal Costs

The legal **costs and expenses** for the prospective sale of any **premises** insured hereunder and the amount payable shall be such sums that **you** shall be legally liable to pay and shall pay solely as a consequence of the cancellation of the sale as a result of **damage** to the **premises**.

Provided that the most the **company** will pay in respect of sales cancelled during the **period of insurance** is £10,000.

(19) Failure of Third Party Insurance

This Extension applies only to any **building** leased to, or by **you**, but where the lessee or freeholder thereof is responsible for arranging the insurance on the **buildings** under the terms of the lease between **you** and them.

The insurance provided by this Extension covers **damage** as insured by this Section to the extent that the lessee or freeholder is unable to recover an amount equivalent to that which would have been payable hereunder, if the said **premises** were insured under this **policy**, as a result of the lessee or freeholder failing to arrange or maintain insurance in accordance with the terms of the lease.

However, the **company** shall not be liable under this extension:-

- (a) unless they are the sole providers of Property Damage and Loss of Rent insurance for all properties owned by **you** in connection with the **business** and in respect of which **you** have an obligation to arrange the insurance cover
- (b) if the insurance arranged by the lessee or freeholder does not respond to the claim as a result of a breach of a condition or condition precedent that was the result of an act or omission on **your** part; or if the lessee or freeholder fails to make or pursue a legitimate claim;
- (c) if **you** fail to check, at least annually, all properties owned or leased by **you** and for which **you** are responsible to ensure that effective insurance is in place for such **premises**
- (d) for any amount in excess of £1,000,000

(20) Glass Breakage

The insurance provided by this Section, extends to include reasonable **costs** necessarily incurred in respect of boarding up or temporary glazing, pending replacement of broken glass, the removal and refixing of window fittings and other obstacles to said replacement and the replacement of fixed glass at the **premises**, but excluding:-

- (a) **damage** caused by scratching or cracking that does not extend through the full thickness of the glass
- (b) property that is more specifically insured
- (c) an amount in excess of £500 any claim, or in total in any one **period of insurance** for Multiple incidents of **damage** at the same **premises**

(21) Illegal Cultivation of Drugs

In the event of any **damage** resulting from the Illegal cultivation of drugs at **your premises** by a tenant or lessee it is a condition precedent to **our** liability that **you** have:

- (a) carried out comprehensive internal and external surveys of the **premises** at least every 3 months prior to the **damage** and maintained a written log of such inspections;
- (b) obtained written references for the tenant prior to the letting proceeding;
- (c) recorded details of the tenant's bank account details and verified same by collecting at least one payment via such means.

(22) Inadvertently uninsured property

Cover in respect of **buildings**, is extended to include **premises** anywhere in the **geographical limits**, for which **you** have an obligation to insure (whether owned by **you** or leased to **you**) which has inadvertently been left uninsured:

- (a) £1,500,000 at any one situation, in respect of any newly erected and/or newly acquired **buildings**, occupied solely as offices, or **private dwelling accommodation**
- (b) £1,000,000 at any one situation, in respect of any other newly erected and/or newly acquired **buildings**, occupied other than as above

- (c) alterations, additions and improvements to a building, but, not in respect of appreciation in value for an amount up to 10% of the **sum insured** or £100,000, whichever is the lower at any one situation.

You must advise the **company** in writing immediately, when **you** become aware of an omission to insure and will pay the appropriate premium due from the date upon which the insurance becomes **your** responsibility.

You must carry out, at not less than 12 month intervals, a check of all properties owned or leased by **you** and for which **you** are responsible to ensure that effective insurance is in force

(23) Landscaped Gardens

The cost of restoring any **damage** or destruction to external landscaping, or property which **you** are responsible for, at the **premises** caused by the Fire Brigade or other authorities attending the **premises**, solely as a result of **damage** to the **buildings** up to an amount not exceeding £25,000 any one claim.

(24) Lessee's Property Removal Following Liquidation

We will pay for reasonable **costs** incurred in clearing and removing any property of the lessee in **your premises** if your lessee or its business is placed into administration or receivership without prior notification to **you** or **your** agent.

Provided that:

- (a) **our** liability will not exceed £10,000 any one claim and in the aggregate for the **period of Insurance**;
- (b) allowance is made for any subsequent recovery from the lessee.

(25) Loss of Keys

The cost of necessarily replacing external door locks and keys, to maintain the security of the **buildings** following theft of keys:

- (a) by forcible and violent means from the **premises** or the private residence of **you** or an employee authorised to hold such keys
- (b) involving hold up, actual or threatened assault or violence, to **you**, a member of **your** family or to any of **your employees** up to an amount not exceeding £5,000 any one claim during any one **period of insurance**.

(26) Loss of Metered Utilities

We will pay for charges, for which **you** are responsible, if any metered electricity, gas or water is accidentally discharged from a metered utility system, providing service to the **premises**.

The maximum **we** will pay shall not exceed:

- (a) £50,000 in respect of any one claim,
- (b) £100,000 in the aggregate for any one **period of insurance**

We will not pay for any such **costs** where:

- (i) the **buildings** are **unoccupied**, nor
- (ii) the loss is discovered more than 30 days after the occurrence of the **damage**; nor
- (iii) remedial action to stop the loss is not taken as soon as practicable upon discovery of the **damage**.

(27) Newly Acquired Buildings

This Section extends to include newly acquired **buildings** in Great Britain, insofar, as the same are not otherwise insured and alterations, additions and improvements to the **property** insured (but not in respect of appreciation in value) provided that:

- (a) at any one situation this cover will not exceed £500,000.
- (b) **you** undertake, to give **us** details of such extension within 21 days of acquisition or alteration, to effect specific insurance thereon and pay such additional premium as may be required from the date of acquisition or alteration.

(28) Police Costs

This Section extends to include **damage** caused by the police in gaining access to **your premises** as a result of their concern for the welfare of an occupier of **your premises**.

Provided always that **we** will not be liable for **costs** incurred following **damage** caused by the police in the course of criminal investigations.

(29) Privity of Contract (Landlord and Tenant (Covenant) Act 1995)

This Section extends to include all sums that **you** become legally liable to pay and will pay as an indemnity to any tenant in respect of the repair or restoration of premises previously owned by **you** but which are no longer **your** property and where the current owner has failed to maintain adequate insurance cover

(30) Removal of Nests

With **our** written consent, **we** will indemnify **your** reasonable **costs** and expenses, to remove bees, hornets and wasps nest from **your premises**. **Our** maximum liability regarding this extension will be £2,500 for any one claim.

(31) Residential Properties – Rents / Alternative accommodation 30%

In the event of **damage** affecting the residential portion of the **premises**, and which has become uninhabitable, **we** will indemnify **you** in respect of either:-

- (a) loss of **rent receivable** occurring following such **damage**; or
- (b) the reasonable **costs** and expenses, to provide alternative accommodation for **your** tenants and temporary storage of their furniture until the **premises** are fit for re-letting;

Provided that:

This extension is subject to the cause of the **damage** being insured by this Section and **our** maximum **limit of liability** not exceeding 30% of the **sum insured** for that **building**.

(32) Sprinkler Installation Upgrade costs

Following **damage**, loss to **your building**, **we** will only pay the additional expenses if **we** require **you** to upgrade **your** automatic sprinkler system and repair or reinstate the automatic sprinkler installation to:-

- (a) Loss Prevention Council Rules for automatic sprinkler installations current at the time.
- (b) **our** maximum liability under any item of this Section will not exceed its **sum insured**.

provided that:

- (i) the sprinkler system, does not conform to Loss Prevention Council 29th edition rules for automatic sprinkler system
- (ii) the sprinkler system, does not conform to later amendments of such rules.

(33) Temporary Removal

Landlord contents and **all other contents**, whilst temporarily removed from the **premises**, for cleaning renovation, repair or similar purposes and whilst in transit thereto and therefrom, anywhere within the **geographical limits** for an amount not exceeding 15% of the **sum insured** but excluding **damage** by theft or attempted theft to **property** whilst in transit.

(34) Theft Damage to Buildings

Damage to the **buildings**, or parts thereof insured by this **policy** arising from forced entry, or attempted forced entry to the **buildings**, or theft of part of the fabric of the **buildings**, provided that such **costs** are not recoverable from the insurance provided by the insurers of the tenants of the **premises**. Cover shall include the cost of any temporary boarding-up and making good necessary to keep the **premises** secure and weathertight. but excluding

- (a) **damage** of or to any **unoccupied** building unless agreed otherwise by the **company** in writing
- (b) **damage** expedited or in any way brought about by **you** or any of **your** partners, directors or **employees**, or any other person who has a legal right to be on the **premises** (unless by theft or attempted theft involving entry to or exit from the **premises** by forcible or violent means or following threat of or assault or violence to **you** or any of **your** partners directors or **employees** or any other person who has a legal right to be on the **premises**)
- (c) **damage** to property for which **you** are not legally liable for repairing such **damage**, or which **you** are able to recover from another source, or which is more specifically or otherwise insured
- (d) **damage** caused by or consisting of disappearance or unexplained shortage
- (e) the amount of the **excess** shown in the **schedule** or £500 whichever is the greater

Provided that the liability of the **company** shall not exceed £25,000 any one claim and in all in any one **period of insurance**

(35) Trace and Access

In the event of **damage** resulting, 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. Subject to a limit of £25,000 in respect of any one claim and £100,000 in total in any one **period of insurance**; but excluding **costs** or expenses incurred, where **damage**, results solely, from a change in water table level.

(36) Tree Felling or lopping

The cost of felling or lopping trees at the **premises**, which are an immediate threat to the safety of human life or **property** as a result of **damage**. Provided, that **our** liability, does not exceed £5,000 in respect of any one claim, and excluding any **damage** arising from the felling or lopping work.

(37) Unauthorised use of Utility Supplies

Where **your premises** has been accessed unlawfully by person taking possession, keeping possession or occupying property and **your** gas, electricity, oil or water is discharged from a metered system without **your** authority, the **company** will pay for the charges incurred to **you**.

This extension is subject to **you** taking all reasonable measures to stop and/or terminate unauthorised use as soon as **you** are aware and **our** maximum liability shall not exceed £25,000 for any one claim, nor £100,000 in all, in any one **period of insurance**.

(38) Underground Services

The cost of repairing **damage** to piping ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains, but, only to the extent of **your** responsibility and provided such **damage** is not otherwise insured.

(39) Value Added Tax

The insurance by each item on **buildings** extends to include Value Added Tax paid by **you** which is not subsequently recoverable, provided that:

- (a) (i) **your** liability for such tax arises solely as a result of the reinstatement or repair of the **buildings** to which such item relates following **damage**
- (ii) the **company** have paid or agreed to pay for such **damage**
- (iii) if any payment made by the **company** in respect of the reinstatement or repair of such **damage** is less than the actual cost of reinstatement or repair, any payment under this clause resulting from that **damage** shall be reduced in like proportion
- (b) **your** liability for such tax does not arise from the replacement **buildings** having greater floor area than or being better or more extensive than the destroyed or **damaged building**
- (c) where an option to reinstate on another site is exercised, the **company's** liability under this clause shall not exceed the amount that would have been payable had the **buildings** been rebuilt on its original site
- (d) the **company's** liability under this clause shall not include amounts payable by **you** as penalties or interest for no payment or late payment of tax
- (e) in respect of this clause, terms elsewhere in this **policy** that are contrary to the operation of this clause are overridden in respect of those items to which this clause applies; and
 - (i) for the purposes of any condition of Average, rebuilding **costs** will be exclusive of Value Added Tax
 - (ii) the liability of the **company** may exceed the **sum insured** of an individual item or the total **sum insured** where such excess is solely in respect of Value Added Tax.

SECTION 2 – LOSS OF RENT RECEIVABLE

This Section applies only if stated as INSURED / OPERATIVE in the **schedule**

DEFINITIONS TO THIS SECTION

The definitions described in this Section are to be read in addition to the General Definitions.

Indemnity Period

means the period beginning with the occurrence of the **damage** and ending not later than the **maximum Indemnity period** thereafter, during which, the results of the **business** shall be affected in consequence of the **damage**.

Maximum Indemnity Period

means the period stated in the **schedule**

Rent Receivable

means the money paid or payable to **you** for accommodation and services provided in the course of the **business** at the **premises**.

Service Charges

means charges paid or payable to **you**, other than **rent receivable**, for maintenance and repair and other service provisions at the **premises**.

Standard Rent Receivable

Standard rent receivable means the gross rental during the twelve months immediately before the date of the **damage** which corresponds with the indemnity period

INSURING CLAUSE

The **company** will indemnify **you**, in respect of loss of **rent receivable** and **service charges** occurring during the **indemnity period**, (together with reasonable charges payable to **your** professional accountants for producing any particulars, details or proof of information or evidence as required by the **company** to support **your** claim) resulting from **damage** as insured under Section 1 of this **policy**, to the **premises** listed in the **schedule** provided that:-

- (1) payment shall have been made or liability for such **damage** having been admitted under Section 1, unless such payment or liability has been excluded as being below the excess applicable in respect of such **damage**.
- (2) The **company's** limit of liability shall not exceed the **rent receivable sum insured** stated in the **schedule** in respect of the **premises** affected by the **damage**

BASIS OF SETTLEMENT

The indemnity provided by this Section shall apply to:

- (1) The reduction in **rent receivable** and **service charges**; and
- (2) Increase in cost of working

and the amount payable shall be calculated as follows:

- (a) In respect of **rent receivable**, the amount by which the **rent receivable** during the **indemnity period** shall in consequence of the **damage** fall short of the **standard rent receivable**.
- (b) In respect of increase in costs of working, the additional expenditure necessarily and reasonably incurred with the **company's** consent to avoid or diminish the reduction in **rent receivable** during the **indemnity period**, which but for that expenditure would have taken place, but not exceeding the amount of the reduction thereby avoided.

Less any sum saved during the indemnity period in respect of such of the charges and expenses of the **business** payable out of **rent receivable** as may cease or be reduced in consequence of the **damage**.

BASIS OF SETTLEMENT ADJUSTMENTS

Additional Increase in Costs of Working

Where an item for Additional Increase in Cost of Working is shown in the **schedule**, cover extends to include additional expenditure beyond that the Insurer will pay as indemnity in respect of Increase in Cost of Working under the Basis of Settlement, necessarily and reasonably incurred in consequence of **damage** for the purposes of avoiding or diminishing the loss of Rent during the Indemnity Period. The most the Insurer will pay for any one claim is the Sum Insured shown in the **schedule**.

Alternative Trading

If during the **indemnity period** accommodation shall be provided or services rendered elsewhere than at the **premises** for the benefit of **the business** either by **you** or by others on **your** behalf the money paid or payable in respect of such accommodation and services shall be taken into account in assessing the **gross rent receivable** during the **indemnity period**.

Average

If the **sum insured** by any item on **rent receivable** at the commencement of the **period of insurance** is less than the **actual rent** for that item the amount payable will be proportionately reduced.

For the purpose of this condition **actual rent** means the amount of the actual annual **rent receivable** at commencement of the **period of insurance** plus increases as a result of rent reviews known to be due during such **period of insurance** proportionately increased when the **indemnity period** exceeds 12 months.

For **premises** that are **unoccupied** the amount of annual **rent receivable** at commencement of the **period of insurance** that it is reasonably anticipated would have been paid or payable to **you** during such **period of insurance** proportionately increased when the **indemnity period** exceeds 12 months.

For **premises** subject to a rent free period concession the actual annual **rent receivable** that applies from the date immediately after such period ceases.

Automatic Reinstatement of Sum Insured

In the event of a claim the **sum insured** shall not be reduced by the amount of the loss, destruction or **damage**. In the event of all other claims the **sum insured** shall be reduced by the amount of the loss, destruction or **damage** until the next renewal of the **policy** unless **the company** agrees on payment of an additional premium to **reinstatement** of the **sum insured**.

Break Clause

This insurance shall not be prejudiced by any insurance or causality break clause in a lease which enables a lessee to determine the lease in event of **damage** deeming the property to be uninhabitable.

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 **gross income** of the **business** for the first financial year would have been had the **damage** not occurred.

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 on any tenancy agreement in respect of such **building** in existence at the time of the **damage** occurring.

Damage sustained during the **period of insurance** to unoccupied buildings and / or any part that is unoccupied the maximum amount payable is to be calculated wholly upon the tenancy agreement regarding that **building** or **buildings** at the time of **damage** occurring.

Value Added Tax

To the extent that **you** are accountable to the tax authorities for value added tax all terms in this Section shall be exclusive of such tax.

Cessation of Trading

Where the **business** stops trading, carried on by a liquidator or receiver or no longer exists after the **period of insurance** start date then the indemnity provided by this Section will be avoided

Rent Review

Where **rent receivable** is subject to a rent review during the **period of insurance** the **rent receivable** amount payable may be automatically increased to reflect the revised amount of **rent receivable** subject to a maximum increased amount of 150% of the **sum insured** stated in the **schedule**. This does not include any increases in **rent receivable** resulting from alterations, additions, extensions or improvements to the **buildings** insured or in respect of newly erected or newly acquired **premises**.

EXTENSIONS TO THE LOSS OF RENT RECEIVABLE SECTION

The indemnity provided by this Section extends to include interruption of or interference with the **business** in consequence of:-

(1) Alterations and Additions

The insurance provided includes **rent receivable** in respect:

- i) alterations, additions and improvements to the **premises**
- ii) newly acquired or newly erected **premises** within the **geographical limits**, for no more than 20% of the total **sum insured** by this Section or £50,000, whichever is the less, at any one **premises**, provided that **you** shall give details to the **company** within ninety days of the date of acquisition of the **premises**;
- iii) the commencement date of **your** interest in such rent:
 - (a) effect specific cover retrospective to such date, and
 - (b) pay the appropriate additional premium

(2) Damage at Managing Agents Premises

Property of **your** managing agents at the premises of such Managing Agents, up to an amount not exceeding 10% of the **rent receivable sum insured** or £10,000 whichever is the less.

(3) Denial of Access

Interruption of or interference with **your business** in consequence of **damage** to property in the vicinity of the **premises**, whether **your property** at the **premises** shall be **damaged** or not, which shall prevent or hinder the use of the **premises** or access thereto.

Provided that the **company's** liability shall not:-

- i) exceed £1,000,000 in respect of any **incident** and in total during any one **period of insurance** unless otherwise stated in the **schedule**
- ii) include the first 12 hours of any such interruption or interference

(4) Failure of Public Supplies

Interruption of or interference with **your business** in consequence of the accidental failure of the supply of electricity, gas, telecommunications or water up to the terminal feed points at the **premises**.

Provided that the **company's** liability under this clause in respect of any one occurrence shall not exceed £250,000 in respect of any one **incident** and in total during any one **period of insurance** unless otherwise stated in the **policy schedule**.

This Extension does not cover interruption of or interference:

- (a) brought about by the deliberate act of any supply authority, by the exercise of any such authority of its **power** to withhold or restrict supply or by drought; or
- (b) occasioned by strike or labour or trade disputes
- (c) due to atmospheric or weather conditions, but this shall not exclude failure due to **damage** to equipment caused by such conditions.
- (d) the first 24 hours of the failure of ours of any such interruption or interference for each and every claim

(5) Murder Disease or Public Health Closure

Interruption of or interference with **your business** as insured by this Section shall be deemed to include

- (a) murder or suicide at the **premises**;
- (b) any occurrence of Legionellosis at the **premises**;
- (c) any organism that is likely to cause a Specified Illness at the **premises**
- (d) closure, in whole or in part, of the **premises** by a competent public authority following defects in drains or other sanitary arrangements, or the discovery of pests or vermin at the **premises**;

The **company's** liability under this Extension in respect of each and every claim shall not exceed £250,000, and £500,000 in total in any one **period of insurance** unless otherwise stated in the **policy schedule**.

For the purposes of this extension the following Definitions apply:

Legionellosis: means illness sustained by any person or persons resulting from the escape of legionella from water systems, tanks, air-conditioning plants or cooling towers at the **premises**

Specified Illness: means illness sustained by any person or persons resulting from any of the following human infectious or contagious diseases:

Mumps, Malaria, Yellow Fever, Acute Encephalitis, Chickenpox, Cholera, Scarlet Fever, Viral Hepatitis, Whooping Cough, Tuberculosis, Smallpox, Dysentery, Acute Poliomyelitis, Anthrax, Diphtheria, Leprosy, Leptospirosis, Meningococcal Infection, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Tetanus and Typhoid Fever

For the purposes of this Extension the **indemnity period** shall be defined as:

- In respect of (c) and (d): the period of time starting from when the **business** is affected and ending no more than 3 months later;
- In respect of (a) and (b): the period of time starting from the date of the occurrence or discovery and ending no more than 3 months later

(6) Prevention of Access because of Emergency

Interruption of or interference with **your business** as insured by this Section shall be deemed to include temporary closure of, or prevention of access to, the **premises** by the actions of the emergency services, or another competent public authority, taken for purposes of protecting property, or safeguarding people from a risk, or the perceived threat of risk to life, in the immediate vicinity of the **premises**.

Provided that:-

- i) the **company** shall not be liable for the first 24 hours of such interruption or interference;
- ii) the **maximum indemnity period** under this extension shall not exceed 30 days

(7) Loss of Attraction

Interruption of or interference with **your business** insured by this Section shall include loss resulting from **damage** to property within one kilometre of the **premises** which in direct consequence causes the termination or renegotiation of any lease or tenancy agreements or the delay in completion or letting of the **premises**, and in consequence of which the **rent receivable** is reduced;

provided that:-

- i) **damage** does not include obstructions due to weather conditions or climate changes
- ii) the liability of the **company** shall not exceed £50,000 unless otherwise stated in the **schedule**

(8) Relocation of Tenants

In the event that the tenant is relocated to one of **your empty building** following **damage** the claim for any resultant loss of **rent receivable** in relation to the **damaged building** will not be reduced provided that:

- (a) the **building** is insured under this **policy**
- (b) the maximum **we** will pay by any item is the **sum insured**.

SECTION 3 – PROPERTY OWNERS LIABILITY

This Section applies only if stated as INSURED / OPERATIVE in the **schedule**

INSURING CLAUSE

In the event of

- (1) accidental **bodily injury** to any person
- (2) accidental loss of or accidental **damage** to material property
- (3) accidental loss of amenities nuisance trespass or interference with any right of way light air or water

occurring during the **period of insurance** and arising out of or in connection with:-

- (a) **your business**,
- (b) the maintenance, upkeep and repair of the **premises**

occurring within the **geographical limits**, the **company** will indemnify **you** in respect of **your** liability at law for compensation together with **costs and expenses**

Limit of Indemnity

The amount stated within the **schedule** as the Limit of Indemnity in respect of any occurrence or series of occurrences arising from the same original cause. In addition **we** will pay **costs and expenses**

EXCLUSIONS TO THE PROPERTY OWNERS LIABILITY SECTION

This Section does not cover

Excess

- (1) The first £250 of each and every claim for third party property damage

Fines liquidated damages or penalties

- (2) liability for fines liquidated **damages** or penalties of any kind or for punitive exemplary restitutionary or multiplied **damages**

Injury to Employees

- (3) liability to any **employee** for **injury** arising out of and in the course of their employment by **you**

Property in your custody or control

- (4) physical loss of or **damage** to
 - (a) property belonging to **you** or in **your** custody or under **your** control or that of any of **your employees** (other than property belonging to **your** visitors, directors, partners or **employees**)
 - (b) that part of any property on which **you** or any of **your employees** or agents are or have been working where the physical loss or **damage** results from such work

Contractual liability

- (5) liability which attaches itself solely by virtue of a contract or agreement, but any liability which would have attached in the absence of such contract or agreement is covered under this Section

Advice and professional services

- (6) liability caused by or arising from
 - (a) any advice design or specification given by **you** or on **your** behalf for a fee, or where a fee would normally be payable
 - (b) professional services rendered by or on behalf of **you**

Aircraft hovercraft and watercraft

- (7) liability caused by or arising from the ownership possession or use by **you** or on **your** behalf of any aircraft hovercraft or watercraft (other than watercraft eight metres in length or less)

Mechanically propelled vehicles

- (8) liability caused by or arising from the ownership possession or use by or on behalf of **you** of any mechanically propelled vehicle, or trailer attached to it, whilst towed, or otherwise being used in

circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle

Asbestos

(9) liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to **asbestos** or materials or products containing **asbestos** whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

Mildew Mould Spore(s) or Allergens

(10) liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

- (a) any **costs or expenses** associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or
- (b) any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

Component Building Material

(11) liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

EXTENSIONS TO THIS SECTION

(1) Contractual Liability

We will indemnify **you** against liability in respect of accidental **bodily injury** or **damage** to **property** imposed on **you** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in **us**.

We will not provide indemnity in respect of any agreement for or including the performance of work outside **the geographical limits**.

(2) Cross Liabilities

We will indemnify each party named as the **policyholder** in the **schedule** as if a separate **policy** had been issued to each. The total amount payable will not exceed the **limit of indemnity** regardless of the number of parties claiming to be indemnified.

(3) Data Protection Act and the General Data Protection Regulations

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

- (a) legal fees and defence **costs**
- (b) legal liability for compensation to an individual, the subject of personal **data**, **you** hold and who

suffers material or non-material **damage** caused by inaccuracy of **data**, loss of the **data**, unauthorised destruction or disclosure of the **data**;

arising from proceedings brought against **you** under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

Provided that the maximum **we** will pay for all claims happening during any one **period of insurance** is £100,000.

We will not provide indemnity in respect of:-

- (1) (a) **injury** other than as provided by this clause
- (b) **damage** to property
- (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
- (d) libel, slander or defamation.
- (2) consequential losses.
- (3) liability as a result of **you** having authorised the destruction or disclosure of the **data** or which could reasonably have been expected to arise as a result of any other deliberate act or omission by **you** or any **employee**.
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated **damages**.
- (5) liability under any penalty clause or any fine or statutory payment.
- (6) legal **costs or expenses** or financial losses in respect of any order for rectification or erasure of **data** or requiring that **data** to be supplemented by any other statements.
- (7) proceedings relating to compensation for any **employee** if the Employers' Liability Section of this **policy** is not in force.

(4) Defective Premises

We will indemnify **you** in respect of legal liability for accidental **bodily injury or damage to property** arising under:

- (a) the Defective Premises Act 1972
- (b) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlords Liability) Act (Northern Ireland) 2001 in connection with any premises which **you** previously owned or occupied for the purposes of **the business**.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such **premises**.

(5) Hired or Rented Premises

We will indemnify **you** in respect of legal liability for accidental **damage** to premises (including fixtures and fittings) within **the geographical limits** which are hired, rented or loaned to **you** in connection with **the business**.

We will not provide indemnity in respect of:

- (a) The first £250 of Compensation, **costs and expenses** in respect of such **damage** caused other than by fire or explosion
- (b) Liability imposed upon **you** solely by reason of the terms of any hiring or renting agreement
- (c) **damage** caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by **you**.

(6) Consumer Protection Act 1987 and Food Safety Act 1990

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

- (a) legal fees and expenses incurred with **our** written consent for defending proceedings, including appeals
- (b) **costs** of prosecution awarded against **you** which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity:-

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within **the geographical limits** and in connection with the **business**.
- (2) in respect of proceedings which result from any deliberate act or omission by **you**.
- (3) where indemnity is provided by another insurance policy.

(7) Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal Proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 the **company** will provide indemnity against **costs and expenses** incurred in representing **you** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **period of insurance** within the United Kingdom and in the course of the **business**;

Provided that

- (a) the **company's** total liability in respect of **costs and expenses** shall not exceed £1,000,000 in the aggregate during any one Period of Insurance
- (b) the **company** will only indemnify **you** where **costs and expenses** arise as a result of any matter which is the subject of indemnity under this **policy**
- (c) the **company** will only be liable for **costs and expenses** incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same **costs and expenses** the **company's** liability shall be limited to a proportionate amount of the total **costs and expenses** but subject always to the **limit of indemnity** of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any **injury** deliberately caused by **you**
 - (iii) to persons other than **you** or any of **your** directors, partners, proprietors or **employees**

(8) Motor Contingent Liability

We will indemnify **you** in respect of **your** legal liability for accidental **bodily injury** and **damage to property** which arises from any vehicle or trailer attached thereto which is:-

- 1) (a) not owned by
(b) not loaned, leased, hired or rented to **you** nor provided by **you** and
- 2) being used in connection with **the business** within **the geographical limits**.

We will not provide indemnity

- (a) in respect of **damage** to the vehicle or trailer or goods carried in or on the vehicle or trailer
- (b) while the vehicle is being driven by:
 - (i) **you**
 - (ii) any person who to **your** knowledge or that of **your** representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.

(9) Overseas Personal Liability

We will indemnify **you**, and if **you** so request:-

- (1) any of **your** directors partners or **employees**
- (2) **your** spouse or child or any spouse or child of **your** director partner or **employee** accompanying **you** or accompanying such director partner or **employee** against liability at law for compensation together with **costs and expenses** for liability incurred in a personal capacity while **you** or any of **your** partners or **employees** are visiting a country anywhere in the world in connection with the **business** excluding any liability

- (a) arising from any contract or agreement unless liability would have existed otherwise
- (b) arising out of the ownership or occupation of land or buildings
- (c) arising from the carrying on of any trade or profession
- (d) where indemnity is provided by any other insurance
- (e) arising from the ownership possession or use of wild animals firearms (other than sporting guns) mechanically-propelled vehicles aircraft or watercraft

(10) Payment for Court Attendance

We will compensate **you** if, at **our** request, **you**, any director, partner or employee of **yours**, is attending court as a witness in connection with a claim for which **you** are entitled to indemnity.

The maximum **we** will pay for:

- (1) **you**, each director or partner is £500 per day
- (2) each **employee** is £250 per day

(11) Personal Representative and Other Parties

In the event of **your** death **we** will indemnify **your** personal representatives against any liability incurred by **you** which is insured by this Section. If **you** so request **we** will indemnify the following parties:

- (1) any officer or committee member or other member of **your** canteen social sports or welfare organisations or ambulance first aid or fire services against liability incurred in such capacity
- (2) any of **your** partners directors or **employees** against liability incurred in such capacity and in respect of which **you** would have been entitled to indemnity under this Section if the claim had been made against **you** as though each such party was individually named as the **insured** in this Section provided that:
 - (a) each such party shall observe fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply.
 - (b) **our** liability to **you** and all parties indemnified hereunder shall not exceed in the aggregate the **limit of indemnity** specified in this Section.

(12) Statutory Environmental Liability

The insurance by this section extends to indemnify **you** for all sums, including statutory debts, that **you** are legally liable to pay or legally obliged to incur for remediation in respect of environmental **damage** where such liability arises under an environmental protection directive, statute or statutory instrument, provided that:-

- (1) such liability arises from **pollution** occurring in the United Kingdom in the course of the **business** and resulting directly from a sudden, identifiable, unintended and accidental event taking place at a specific time and place during the **period of insurance**
- (2) the **company** will not indemnify **you** for any **costs and expenses** incurred in respect of
 - (a) the prevention of imminent threat of environmental **damage** except as provided for below;
 - (b) primary, complementary or compensatory remediation for **damage**
 - (c) the removal of any significant risk of an adverse effect on human health

to or on or under **your** land or **premises** to which any watercourse or body of water whether owned, leased, hired or tenanted or otherwise in **your** care custody or control

- (3) the **company** will not indemnify **you** for any **costs** or expenditure incurred in achieving any improvement or alteration in the condition of the land, the atmosphere or any watercourse beyond that required under any relevant law or statutory enactment at the time remediation commences
- (4) The **company's** maximum liability under this Extension shall not exceed £1,000,000 including all **costs and expenses**

(13) Sudden and Unintended Pollution

Pollution is excluded by General Exclusion 1(c) of this **policy** but this Section provides **pollution** cover subject to all other provisions of this **policy** for liability in respect of **injury** or loss of or **damage** to property caused solely by **pollution**

- (1) which results from a sudden identifiable unintended and unexpected incident and
- (2) such incident occurs entirely at a specific and identified time and place while the **policy** remains in force

Provided that

- (a) all **pollution** which arises out of any one incident will be deemed to have happened at the time such incident takes place
- (b) the **company** will not indemnify **you** against liability in respect of **pollution** happening anywhere in the United States of America or Canada
- (c) the total liability of the **company** for compensation will not exceed the Limit of Indemnity stated in the **schedule** applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause

SECTION 4 – EMPLOYERS LIABILITY

This Section applies only if stated as INSURED / OPERATIVE in the **schedule**

DEFINITIONS TO THIS SECTION

Offshore

means from the time of embarkation by an **employee** onto a conveyance at the point of final departure to either an offshore rig or offshore platform until disembarkation by an **employee** from a conveyance onto land upon return from either an offshore rig or offshore platform

INSURING CLAUSE

In the event of **bodily injury** to any **employee** caused during the **period of insurance** and arising out of and in the course of their employment **you** in connection with the **business** within the **geographical limits** the **company** will indemnify **you** against all sums that they shall become legally liable to pay as compensation in respect of such **injury** together with **costs** and **expenses**

Limit of Indemnity

The limit of indemnity is the maximum amount stated within the **schedule**, including **costs and expenses**, which **we** will pay in respect of any one claim or series of claims arising out of one cause.

EXCLUSIONS TO THIS SECTION

Work Offshore

(1) work undertaken by anyone claiming indemnity under this Section in respect of liability arising Offshore

Indemnity for Directors Partners and Employees

(2) liability of any of **your** directors partners or **employees** for which **you** would not have been entitled to indemnity if the claim had been made against them

Fines or Penalties

(3) the payment of fines or penalties

Mechanically propelled vehicles

(4) **injury** to any **employee** whilst

- (a) carried in or upon
- (b) entering or getting on to or alighting from

any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security

EXCLUSIONS TO THIS SECTION

(1) Contractual Liability

The **company** will indemnify **you** in respect of liability for **bodily injury** imposed on **you** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in **us**.

We will not provide indemnity in respect of any agreement for or including the performance of work outside the **geographical limits**.

(2) Cross Liabilities

The **company** will indemnify each party named as the **policyholder** in the **schedule** as if a separate policy had been issued to each. The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

(3) Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 the **company** will provide indemnity against **costs and expenses** incurred in representing **you** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **period of insurance** within the United Kingdom and in the course of **your business**;

Provided that

- (a) the **company's** total liability in respect of **costs and expenses** shall not exceed £1,000,000 in the aggregate during any one **period of insurance**
- (b) the **company** will only indemnify **you** where **costs and expenses** arise as a result of any matter which is the subject of indemnity under this **policy**
- (c) the **company** will only be liable for **costs and expenses** incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same **costs and expenses** the **company's** liability shall be limited to a proportionate amount of the total **costs and expenses** but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any **injury** deliberately caused by **you**
 - (iii) to persons other than **you**, any of **your** directors partners proprietors or **employees**

(4) Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **employees** in England Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands. However, **you** will repay to **us** all sums **we** would not have been liable to pay but for the provisions of such law.

(5) Payment for Court Attendance

We will compensate **you** if, at **your** request, **you**, any director, partner or **employee** of **yours**, is attending court as a witness in connection with a claim for which **you** are entitled to indemnity. The maximum **we** will pay for:

- (1) **you**, each director or partner is £250 per day
- (2) each **employee** is £150 per day.

(6) Personal Representative and Other Parties

In the event of **your** death **we** will indemnify **your** personal representatives against any liability incurred by **you** which is insured by this Section.

If **you** so request **we** will indemnify the following parties:

- (1) any officer or committee member or other member of **your** canteen social sports or welfare organisations or ambulance first aid or fire services against liability incurred in such capacity
- (2) any of **your** partners directors or **employees** against liability incurred in such capacity and in respect of which **you** would have been entitled to indemnity under this Section if the claim had been made against **you** as though each such party was individually named as the **insured** in this Section provided that:
 - (a) each such party shall observe fulfil and be subject to the terms and conditions of this policy in so far as they can apply.
 - (b) **our** liability to **you** and all parties indemnified hereunder shall not exceed in the aggregate the **limit of indemnity** specified in this Section.

(7) Unsatisfied Court Judgements

We will, at **your** request, pay any **employee** or his or her personal representative, the amount of **damages** and **costs** awarded to such person as a result of a judgement which has been obtained for **bodily injury** against the **company** registered in or any individual domiciled in the **geographical limits** and which remain unpaid six months after the date of such judgement.

Payment will only be made where:

- (1) the **bodily injury** was caused during any **period of insurance** to the **employee** arising out of and in the course of employment by **you** in connection with **the business**.
- (2) the judgement was obtained in a court within **the geographical limits**
- (3) there is no appeal outstanding to the judgement
- (4) the **employee**, or his or her personal representative, assigns the judgement debt to **us**.

SECTION 5 – LEGAL EXPENSES

This Section applies only if stated as INSURED / OPERATIVE in the **schedule**

NB: The insurance provided by this Section is on a “claims made” basis, which means that for there to be a valid claim under this cover, the claim must be reported to the company within the period of insurance.

INSURING CLAUSE

The **company** will indemnify **you** or an **insured person** up to the **up** against **legal expenses** incurred in respect of any of the **insured** incidents stated below arising in connection with the **business** provided that: -

- (1) the **insured** incident is notified to the **company** during the **period of insurance** and arises within the **geographical limits**;
- (2) any legal proceedings will be dealt with by a court or other body which the **company** agrees to within the **geographical limits**; and
- (3) in civil claims it is always more likely than not that **you** or an **insured person** will recover **damages** (or obtain other legal remedy which the **company** have agreed to) or make a successful defence.

DEFINITIONS TO THE LEGAL EXPENSES SECTION

Arbitration

means a method of settling a **dispute** by asking an independent lawyer to consider it. They will be chosen by the **company** and **you** or an **insured person** jointly or (if agreement cannot be reached) by the president of The Law Society. Whoever loses the argument must usually pay the lawyer's **costs**. If **you** or an **insured person** lose, these **costs** are not covered by this **policy**.

Dispute

means any situation involving a disagreement with or action by someone in which **you** or an **insured person's** legal rights need to be protected, whether by legal proceedings or otherwise.

Insured Person

means any of **your** principals, directors, partners or **employees**

Legal Advice Service

means a professional legal advisory service provided on behalf of the **company**, for advice and guidance in relation to the insurance provided by this Section. In certain instances seeking and following their advice prior to taking action is a condition of the insurance. Their contact details are stated at the end of this Section.

Legal Expenses

means

- (1) Legal **costs** - all reasonable and necessary **costs** chargeable by the **nominated representative** and the **costs** incurred by opponents in civil cases if **you** or an **insured person** has been ordered to pay them or **company** has agreed to pay them.
- (2) Accountants **costs** - all **costs** reasonably incurred by the **nominated representative**.
- (3) Attendance expenses – for each day that an **insured person** is required to attend any court or tribunal at the request of a **nominated representative**, the **company** will pay the actual loss of the salary of an **insured person** for the time that they are off work; provided that: -
 - (a) such salary or wages are not recoverable from the relevant court, tribunal or other party;
 - (b) the **company** will not pay for any loss incurred before an **insured person** makes a claim;
 - (c) the **company** will not pay for any claim where **you** are unable to support their loss.

Nominated Representative

means a lawyer, accountant or other suitably qualified person who has been appointed by the **company** to act for **you** or an **insured person** in accordance with the terms of this Section.

Reasonable Prospects

means that in respect of each claim there is always more than a 50% chance of **you** or an **insured person** recovering **damages**, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by the **company** or **nominated representative**.

Geographical Limits

means

- (1) For Insured Incidents 2) (Legal Defence) and 3)b) **Injury**, The European Union, the Channel Islands, the Isle of Man, Albania, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).
- (2) For all other Insured Incidents, the United Kingdom, the Channel Islands and the Isle of Man.

INSURED INCIDENTS

(1) EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

(a) Employment Disputes

The **company** will pay **legal expenses** in relation to the defence of legal proceedings in an Employment Tribunal arising from or relating to a breach of an **employee's** contract of service or their statutory rights under employment legislation;

Provided that: -

- (i) in the event of any issues that could give rise to a legal **dispute** with an **employee, you** or **insured person** has contacted the **legal advice service** and followed the advice provided to them.
- (ii) the **insured person** seeks and continues to follow all advice from the **legal advice service** as to the steps to be taken in the following situations: -
 1. before taking any disciplinary action or commencing a disciplinary procedure;
 2. before dismissing an **employee**;
 3. upon receipt of notification of any form of grievance by an **employee** or a complaint of discrimination;
 4. before starting any redundancy, process or making an **employee** redundant;
 5. before seeking to make a material change to an **employee's** contract, which is likely to have a negative impact on that **employee**;
 6. upon becoming aware of a situation that could give rise to a potential claim for constructive dismissal by any **employee**.

EXCLUSIONS TO EMPLOYMENT DISPUTES

- (i) any claim in respect of **damages** for **injury** or **damage** to property;
- (ii) any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any subsequent amendment to them;
- (iii) any claim relating to disciplinary hearings or internal grievance procedures;
- (iv) the **costs** of any **disputes** relating to a settlement agreement;
- (v) any **dispute** relating to a shareholding, partnership or directors contract;
- (vi) any claim relating to future contracts of employment;
- (vii) any claim relating to unpaid wages or commission or deductions from wages or commission;
- (viii) any claim relating to benefits due under a contract of employment;
- (ix) any claim relating to payment in relation to redundancy.

(b) Compensation Awards

The **company** will pay any basic and / or compensatory award which is awarded to an **employee** by either a tribunal or through the Advisory, Conciliation and Arbitration Service (ACAS) Arbitration Scheme, or an amount agreed by the **company** in settlement of a **dispute**.

Provided that the basic and /or compensatory award follows a claim which the **company** have accepted under Insured Incident 1) (a) (Employment Disputes) above.

EXCLUSIONS TO COMPENSATION AWARDS

Any basic or compensation award relating to the following: -

- (i) any award arising out of the **insured person's** failure to provide any **employee** with written reasons for their dismissal;
- (ii) any award made as a result of the **insured person's** failure to provide a contract of employment or statement of terms and conditions of employment;
- (iii) any award relating to any contractual rights to which the **employee** is entitled;
- (iv) any claim in relation to equal pay or the minimum wage employment legislation.

(c) Service Occupancy

The **company** will pay **legal expenses** in relation to **your** legal rights against an **employee** or ex-**employee** to recover possession of **premises** owned by **you** or for which **you** are responsible.

EXCLUSION TO SERVICE OCCUPANCY

Any claim relating to defending **your** legal rights, other than defending a counter-claim.

(2) LEGAL DEFENCE

The **company** will pay **legal expenses** in relation to: -

- (a) defending **you** or an **insured person's** legal rights following an event which leads to **you** or an **insured person** being prosecuted in a court of criminal jurisdiction arising out of health and safety at work, occupational hygiene, food safety hygiene, food legality or the supply of safe goods;
- (b) defending **you** or an **insured person's** legal rights following civil action taken against **you** or an **insured person** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- (c) defending an **insured person's** legal rights if
 - (i) an event arising from their work as an **employee** leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of age, race, sex, sexual orientation, disability, religious belief or political opinion; or
 - (ii) civil action is taken against them as a trustee of a pension fund set up for the benefit of **your employees**.
- (d) representing **you** or an **insured person** in appealing against the imposition or terms of an Improvement or Prohibition Notice or a Suspension Notice or an Order of Enforcement or an Enforcement Deregistration or Transfer Prohibition Notice under any of the following legislation.
 - (i) Health and Safety at Work etc Act 1974;
 - (ii) Food Safety Act 1990;
 - (iii) Fair Employment (Northern Ireland) Act 1989;
 - (iv) Consumer Protection Act 1987; orany subsequent amendment to them.

EXCLUSION TO LEGAL DEFENCE

Any claim which leads to **you** or an **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

(3) PROPERTY PROTECTION AND INJURY

(a) Property Protection

The **company** will pay **legal expenses** in relation to **your** legal rights in any civil action relating to material property which is owned by **you** or for which **you** are responsible following:

- (i) any event which causes or could cause physical **damage** to such material property; or
- (ii) any nuisance or trespass.

EXCLUSIONS TO PROPERTY PROTECTION

Any claim relating to the following.

- (1) a contract entered into by **you**
- (2) goods in transit.
- (3) goods at **premises** other than those occupied by **you**, unless the goods are at such **premises** for the purpose of installation or use in work to be carried out by **you**.
- (4) mining subsidence.
- (5) a motor vehicle owned by, hired or leased to or used by **you** or an **insured person**, other than **damage** to motor vehicles, where **you** are engaged in the business of selling motor vehicles.

(b) Injury

We will pay **legal expenses** in relation to the pursuit of a claim arising from an incident causing **bodily injury** or death to an **insured person**.

EXCLUSIONS TO INJURY

Any claim relating to the following.

- (1) any **injury** which develops gradually or is not caused by a specific or sudden accident;
- (2) defending any **insured person's** legal rights, other than defending a counter-claim;
- (3) a motor vehicle owned by, hired or leased to or used by **you** or an **insured person**;
- (4) any actual or alleged clinical, medical or dental negligence.

(4) TAX PROTECTION

The **company** will pay **legal expenses** in relation to defending **you** during an investigation by HM Revenue and Customs: -

- (a) following the commencement of a Tax Enquiry or Cross-Tax Enquiry
- (b) an investigation of **your** compliance with Pay As **You** Earn regulations;
- (c) an appeal to a VAT tribunal following an assessment by HM Revenue and Customs.

Provided that:

- (i) **you** have taken reasonable care to ensure that accounts and tax affairs and record have been properly maintained
- (ii) all returns to HM Revenue and Customs have been completed, are correct and submitted on time.

EXCLUSIONS TO TAX PROTECTION

Any claim relating to **your** prosecution or to the extent of anything done or to be done: -

- (1) after any matter first becomes referred to or dealt with by any Special Office, Investigation Division or Collection Investigation Unit of HM Revenue and Customs;
- (2) in an official investigation before the government department has first expressed its dissatisfaction with the books and records **you** are required to produce for in-depth examination;
- (3) before the commencement of VAT enforcement proceedings against **you**;
- (4) only because of some earlier official investigation into **your** tax affairs or some earlier VAT enforcement proceedings against **you**, or **your** failure to register for VAT;
- (5) in preparing, challenging, appealing or otherwise processing any tax computation, assessment, demand or payment which **you** would necessarily deal with, notwithstanding that official investigation or **dispute**;
- (6) in connection with or arising from a tax avoidance scheme;
- (7) the **company** shall not be liable for an **excess** of £250

(5) EVICTION OF SQUATTERS

The **company** will pay **legal expenses** to secure the eviction from any **premises** insured under Section 1 – Contents of this **policy**, of anyone who is not **your** tenant or ex-tenant and who does not have **your** permission to be there.

The **company** shall not be liable for:-

- (1) an **excess of** £250
- (2) more than £5,000 any one claim
- (3) occupation of squatters occurring prior to the inception of this **policy**
- (4) fines, penalties, compensation or **damages** arising in the course of the removal action
- (5) **costs** that are more specifically insured elsewhere.

(6) CONTRACT DISPUTES

The **company** will pay **legal expenses** in relation to **your** legal rights arising in a contractual **dispute** arising from an agreement or alleged agreement which has been entered into by **you** or on **your** behalf relating to the purchase, hire, lease, hire purchase, service, maintenance, testing, sale or provision of goods or services in relation to a **premises** insured under Section 1 of this **policy**

Provided that: -

- (a) the amount in **dispute** exceeds £500;
- (b) for an undisputed debt claim **you** must notify the **company** within 90 days of the money becoming payable and have already have undertaken all their normal credit control procedures and made reasonable efforts to recover the debt

EXCLUSIONS TO CONTRACT DISPUTES

The **company** shall not be liable for **disputes** relating to: -

- (1) **computer systems** that have been tailored to **your** requirements
- (2) construction work, designing converting or extending a premises

- (3) loans, mortgages, pensions, endowments, investments or any other financial product
- (4) the purchase or sale of any premises or land
- (5) the settlement, or lack thereof, under an insurance or assurance policy
- (6) any tenancy agreement
- (7) the **excess** of £250, except where the amount in **dispute** exceeds £5,000, when the **excess** is increased to £500;

LIMITS OF INDEMNITY

The **company's** liability shall not exceed

- (1) for all claims which result from one or more events arising at the same time and from the same original cause:-
 - (a) in respect of Insured Incidents 1), 2), 3) and 4) - £100,000, and
 - (b) in respect of Insured Incidents 5) and 6) - £ 50,000; nor
- (2) for all claims which are notified to the **company** during the **period of insurance**, £500,000

EXCLUSIONS TO THE LEGAL EXPENSES SECTION

This Section does not cover the following;

- (1) any **legal expenses** incurred before the written acceptance of a claim by the **company**.
- (2) any claim (or any circumstances which might lead to a claim) of which **you** were, or should have been, first aware outside the **period of insurance**.
- (3) fines, penalties, compensation or **damages** which **you** or an **insured person** are ordered to pay by a court or other authority order, other than compensation awards as covered under Insured Incidents 1. b) Compensation Awards.
- (4) any claim relating to patents, copyright, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- (5) any claim relating to franchise rights or agency rights where **you** have the legal capacity to alter legal relations of another
- (6) any Insured Incident deliberately or intentionally solicited by **you** or an **insured person**.
- (7) a **dispute** with the **company** not otherwise dealt with under Special Condition 10 of this Section
- (8) any claim relating to a shareholding or partnership share in the **insured**.
- (9) an application for judicial review.
- (10) any legal action **you** or an **insured person** take which the **company** have not agreed to or where **you** or an **insured person** do anything that hinders the **company** or the **nominated representative**.
- (11) any claim if, either at the commencement or during the course of a claim notified under this Section, **you** are bankrupt, have filed a bankruptcy or winding up petition, have made an arrangement with creditors, have entered into a deed of arrangement, are in liquidation or part or all of **your** affairs or property is in the care or control of a receiver or administrator.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

- (1) It is a condition precedent to the **company's** liability to meet any claim that you or an **insured person** shall:
 - (a) give notice to the **company** in writing during the **period of insurance** immediately upon becoming aware of any Insured Incident or event which may give rise to a claim under this sub section;
 - (b) give the **company** as soon as possible, all the information, documents and assistance **they** need to deal with any claim under this Section;
 - (c) give the **company** the reason for wishing to appeal against any decision given in legal proceedings which must be done immediately and in any event before the deadline for lodging the appeal;
 - (d) forward to the **company** immediately upon receipt every form ET1, and ET3 issued by an Employment Tribunal to **you** or an **insured person**.

- (2) **you** or an **insured person** shall
 - (a) take reasonable steps to keep any amount the **company** have to pay to a minimum;
 - (b) send everything the **company** ask for in writing.
- (3) (a) the **company** must have accepted the claim in writing before they can deal with it.
 (b) the **company** will accept the claim when they are satisfied that:
 - (i) the **company** have all the information that they need;
 - (ii) **you** or an **insured person** can identify any person with whom **you** are in **dispute**; and
 - (iii) it is reasonable for **you** or an **insured person** to pursue or defend their legal rights (taking into account a reasonable estimate of **your** or an **insured person's** total **legal expenses**) and **you** or an **insured person** will probably achieve a worthwhile result.
- (4) (a) the **company** may appoint a lawyer or other suitably qualified person working for them to represent, pursue or defend **your** or an **insured person's** rights.
 In the event of any legal proceedings or if there is a conflict of interest, **you** or an **insured person** have the right to choose their own **nominated representative**. **You** must send the **company** the name and address of such person before the commencement of any legal proceedings.
 (b) In other situations, or if the **company** think that **you** or an **insured person** needs one to help to protect **your** or the **insured persons** rights, they will appoint a **nominated representative** to act on behalf of **you** or an **insured person**.
 (c) The **company** can take over and conduct and negotiate in the name of **your** or an **insured person** any claim or legal proceedings at any time.
 (d) The **nominated representative** must co-operate fully with the **company** at all times.
 (e) The **company** will have direct contact with the **nominated representative**.
 (f) **You** or an **insured person** must cooperate fully with the **company** and the **nominated representative** and must keep the **company** up-to-date with the progress of the claim.
 (g) **You** or an **insured person** must give the **nominated representative** any instructions that the **company** requires.
- (5) If, following legal proceedings to which the **company** have consented, **you** or an **insured person** wish to appeal or defend an appeal, the grounds for such appeal should be submitted to the **company** immediately or as soon as practicable. Before any **legal expenses** towards the appeal are paid, the **company** must agree that it is always more likely than not that the appeal will be successful.
- (6) (a) **you** or an **insured person** must tell the **company** if anyone offers to settle a claim.
 (b) If **you** or an **insured person** do not accept a reasonable offer to settle a claim, the **company** may refuse to pay any further **legal expenses**.
 (c) the **company** may decide to pay **you** or an **insured person** the amount of **damages** that the **insured person** is claiming or is being claimed against them, instead of starting or continuing legal proceedings.
- (7) (a) If the **company** ask, **you** or an **insured person** must tell the **nominated representative** to have **legal expenses** taxed, assessed or audited.
 (b) **You** or an **insured person** must take every step to recover **legal expenses** that the **company** have to pay and must pay the **company** any **legal expenses** that are recovered.
- (8) If any **nominated representative** refuses to continue acting for **you** or an **insured person** or if **you** or an **insured person** dismisses a **nominated representative**, the cover the **company** provides will end at once unless the **company** agrees to appoint another **nominated representative**.
- (9) If **you** or an **insured person** settle a claim or withdraw their claim without the **company's** agreement or do not give suitable instructions to a **nominated representative**, the cover the **company** provide will end at once and the **company** will be entitled to re-claim any **legal expenses** paid.
- (10) If the **company** and **you**, or an **insured person** agree, **arbitration** can be used to settle any unresolved **dispute** about anything said in this **policy** or anything to do with the claim. If **arbitration** is used, **you** or an **insured person** may still take that **dispute** to court or try to settle it in another way.

- (11) The **company** may, at their discretion, require **you** or an **insured person** to obtain an opinion from counsel at **your** or an **insured person's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are **reasonable prospects** for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid for by the **company**.
- (12) The **company** will not pay any claim covered under any other **policy** or any claim that would have been covered by any other **policy** if this Section did not exist.
- (13) All Acts of Parliament within the wording of this sub section shall include equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man as the case may be.
- (14) The **company** may at any time settle the claim by paying the reasonable amount of **damages** claimed if in the **company** opinion this would achieve a more economic solution.

LEGAL ADVICE SERVICE

The **company** provide this service 24 hours per day seven days a week during the **period of insurance**. To help the **company** check and improve service standards all calls are recorded.

The **company** will give **you** confidential legal advice over the phone on any commercial legal problem affecting the **business** under the laws of the United Kingdom, the Channel Islands and the Isle of Man.

The **company** will not accept responsibility if the helpline services fail for reasons outside of the **company** control.

Legal advice service:

MSL Legal Expenses Ltd

Telephone: 0161 495 4493

Quoting reference: **China Taiping**

In all communications with the **company**, please quote **your policy** number.

CLAIMS CONDITIONS AND NOTIFICATION PROCEDURES

CLAIMS GENERAL CONDITIONS

The following Conditions apply to all Sections of this **policy** and **you** must comply with them or this **policy** may not be in force

(A) The insured's responsibilities

- (1) notify the **company** or **their** insurance intermediary as soon as is practicable, but no later than the following timescales, and give full details of the occurrence:
 - (a) seven days of **damage** caused by riot civil commotion strikes labour disturbances or malicious persons
 - (b) 30 days of the expiry of the **indemnity period** in the event of a claim under the Business Interruption Section of this **Policy**
 - (c) 30 days of **damage** by any other cause or **injury** insured by this **policy**
 - (d) Under Section 8- Directors and Officers Liability- within 90 days of the expiry date of the **period of insurance** (or **discovery period**, if applicable).
 - (e) forward to the **company** immediately on receipt and without answering it any letter claim writ summons or process
- (2) inform the police as soon as practicable no later than 5 days of any malicious **damage**, Violent disorder or riot or civil commotion, or **act of terrorism** or the theft or loss of any **property** insured or **money**
- (3) send to the **company** at their own expense a written claim together with such detailed particulars and proofs certificates or other documents as may reasonably be required by the **company** and send also details of any other insurance covering the loss destruction **damage injury** or liability for which they are claiming indemnity under this **policy**.
- (4) take all reasonable steps to diminish or avoid the **damage** and to minimise any interruption of or interference with the **business**, or risk of **injury**
- (5) not negotiate with nor make any admission of liability nor offer payment or promise to any party without the **company's** written consent
- (6) must retain ownership of their property at all times, and not abandon any property to the **company**. The **company** will not take ownership, possession or accept liability for any of the **your** property unless agreed in writing first.
- (7) Under Section 8- Directors and Officers Liability:
 - i) If during the **period of insurance** an **insured person** first becomes aware of circumstances which are reasonably expected to give rise to a **claim** under this section, then **you** or any **insured person** may give notice in writing during the **period of insurance** and provide the below:
 - Explanation and timeline of circumstances that are expected to give rise to a **claim**, the reasons and details of the **wrongful act**;
 - Identity of **insured person** involved in such **wrongful act** and any potential claimant;
 - How and when the **insured person** became aware of such circumstances.

If during the **period of insurance** **you** or the **insured person** notifies **us** as per the above condition, any later **claim** arising out of, based upon or attributable to such notified circumstances shall be accepted by **us** as having been made at the same time as the circumstances were first notified to **us**
 - ii) It shall be the duty of each **insured person** to defend any **claim** made against him. The **insured person** shall assert all appropriate defences and cross claims for contribution, indemnity or **damages**. **We** shall be entitled to participate fully in the investigation, defence and negotiation of any settlement of any **claim** that involves or appears reasonably likely to involve **us**. **You** or the **insured person** shall, in a timely fashion, provide **us** with all the information and assistance as **we** may reasonably require.

- iii) The **insured person** shall not admit liability for or settle or attempt to settle any **claim** without **our** prior written consent.

The **company** shall be under no obligation to settle a claim under this **policy** unless the terms of this Condition have been complied with and any payment on account of a claim already made shall be repaid to the **company**.

(B) The company's rights

- (1) If any event happens which may give rise to a claim under this **policy** the **company** will be entitled to:
 - (a) enter the building where **damage** has occurred and to take and keep possession of **damaged property** herein and to deal with the salvage in a reasonable manner and this Condition shall be proof of **your** consent for such purpose - no **property** may be abandoned to the **company**;
 - (b) exercise sole conduct and control over the defence or settlement of any claim made upon **you** or any other person covered by this **policy** by any other party
 - (c) prosecute in **your** name or the name of any other person covered by this **policy**, but for the **company's** benefit, any claim for **damages** or indemnity
- (2) In the event of any claim under this **policy**, **you** shall at the **company's** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **your** name before or after any payment is made by the **company**
- (3) **You** will provide all help and assistance and co-operation required by the **company** in connection with any claim.
- (4) The **company** may at any time pay to **you** in connection with any claim, or series of claims, the amount of the **indemnity** or the **sum insured**, or such lesser amount as the claim or claims can be settled for, after the deduction of any amounts already paid and the amount of any **excess**
The **company** will not make any further payment in respect of such claim, or claims, except for **costs and expenses** which they have already agreed to bear and which were incurred prior to such payment

Procedure for notifying claims

(A) applicable to all Sections other than Legal Expenses claims under Section 5

In the event of an incident which may give rise to a claim, **you** must notify the **company**, or their insurance intermediary, giving full details of what has happened as soon as possible, and in accordance with the timescales detailed in Claims Condition (1). To notify us, please contact the Claims Department, quoting **your policy** number, via:

Write to us at: **Doulton Underwriting Agents Ltd,**
16 Sherwood Way, West Wickham, Kent, BR4 9PD
Or telephone: **020 8777 2626**
Or via e-mail at: claims@doultonunderwriting.com

(B) applicable to any Legal Expenses claims under Section 5

All claims are handled on the **company's** behalf by MSL Legal Expenses Limited and in the event of an incident that may arise in a claim they should be contacted in writing at the address shown below. Reference to the **company** in this Section in relation to the control and handling of any claim **you** make may refer to either the **company** or MSL Legal Expenses Limited acting on **company's** behalf.

MSL Legal Expenses Ltd 1 Lakeside Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW
(please quote **your policy** number).

NB: Please note that in respect of Cover (1) for Employment Disputes, **you** must contact the Legal Advice Service, and to follow all the advice provided by them, prior to taking any steps of instituting any disciplinary action, redundancy process or making a material change to an **employee's** contract of employment

Legal advice service **MSL Legal Expenses Ltd** - Telephone: **0161 495 4493**
Quoting reference: **China Taiping**

PRIVACY AND YOUR PERSONAL INFORMATION

Privacy Notice – Doulton Underwriting Agents Ltd (The Underwriting Agent)

(How information about you will be used)

What Information we collect about you:

When **you** contact us for an insurance quotation we collect the relevant information needed by an insurer to calculate the premium and understand **your** insurance needs. We collect this information during our meetings and /or telephone conversations with **you** and through the completion of proposal forms and fact finds.

How your information will be used:

The information we collect will be passed to insurers to enable them to calculate a competitive insurance quotation to meet **your** requirements. In order to obtain the most competitive cover it may be necessary to pass **your** information to other insurance intermediaries who are authorised and regulated by the Financial Conduct Authority.

Information provided by **you** may be put onto a register of claims and shared with other insurers to prevent fraudulent claims.

Should **you** wish to pay **your** premium by instalments we may pass **your** information to a premium finance provider however, this will not be done without discussing payment options with **you** first.

We may share **your** information with and obtain information about **you** from credit reference agencies. If **you** require information about the credit reference agency we have received information from please do not hesitate to contact us. Please note that any searches undertaken prior to **you** proceeding with **your** application will be soft searches and will not affect **your** credit rating.

We will retain any information we have collected about **you** for up to 6 years after our professional relationship has terminated however, data held electronically may be retained for longer.

Your rights of access to your data:

You have a right to obtain a copy of the personal information that we hold about **you**. If **you** believe that any information held is incorrect or incomplete, **you** should contact us. Any information that is found to be incorrect or incomplete will be amended promptly.

You also have a right to “be forgotten”, this means **you** can ask for the information which we hold about **you** to be deleted from our records but this will mean that we will be unable to continue to handle **your** insurance arrangements.

Your insurance carrier, China Taiping Insurance (UK) Co Ltd, may transfer **your** Personal Data outside the European Economic Area ("EEA") to a country that does not provide an adequate level of protection to **your** Personal Data. Where such transfers occur, they ensure that: a) they do not occur without our prior written authority; and b) that an appropriate transfer agreement is put in place to protect **your** Personal Data. If **you** would like to find out more about any such transfers, please contact their Data Protection Officers. (dataprotectionofficer@uk.cntaiping.com)

Full details of the China Taiping Insurance (UK) Co Ltd Privacy Policy is available on their website – <https://uk.cntaiping.com/uk-privacy>