



**COMMERCIAL PROPERTY OWNERS**  
INSURANCE POLICY DOCUMENT (ROI)

**N|B|S**  
Ireland

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# COMMERCIAL PROPERTY OWNERS INSURANCE POLICY

Your policy is administered by **NBS Ireland** and underwritten by **Accelerant Insurance Europe SA**, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193).

The Policy the Schedule and any endorsements shall be read together as one contract and this is the contract of Insurance between the **Insured** and the **Insurer**.

**NBS Ireland** is a trading style of **NBS Commercial Limited**. Registered in Ireland No. 677098. Registered Office: 13-18 City Quay, Dublin 2, D02 ED70. NBS Commercial Ltd is authorised and regulated by the Central Bank of Ireland – C441712

## Fair Presentation

1. Before this insurance contract is entered into, the Insured must make a fair presentation of the risk to the Insurer, in accordance with Section 3 of the Insurance Act 2015. In summary, the Insured must:
  - a) Disclose to the Insurer every material circumstance which the Insured knows or ought to know. Failing that, the Insured must give the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
  - b) Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
  - c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
2. For the purposes of clause (1)(a) above, the Insured is expected to know the following:
  - a) If the Insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
  - b) If the Insured is not an individual, what is known to anybody who is part of the Insured's senior management; or anybody who is responsible for arranging the Insured's insurance.
  - c) Whether the Insured is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the Insured. The information may be held within the Insured's organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the Insured is insuring subsidiaries, affiliates or other parties, the Insurer expect that the Insured will have included them in the Insured's enquiries, and that the Insured will inform the Insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

## Remedies for breach of the duty of fair presentation

1. If, prior to entering into this insurance contract, the Insured shall breach the duty of fair presentation, the remedies available to the Insurer are set out below.
  - a) If the Insured's breach of the duty of fair presentation is deliberate or reckless:
    - i). The Insurer may avoid the contract, and refuse to pay all claims; and,
    - ii). The Insurer need not return any of the premiums paid.

- b) If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurer's remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair presentation:
- i). If the Insurer would not have entered into the contract at all, the Insurer may avoid the contract and refuse all claims, but must return the premiums paid.
  - ii). If the Insurer would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the Insurer so require.
  - iii). In addition, if the Insurer would have entered into the contract, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the Insurer shall pay only X% of what the Insurer would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .

### **Keeping the Insurer Informed**

The Insured must notify the Insurer, or the Insured's Insurance Advisor:

- a) without delay if the Insured becomes aware that information the Insured has given the Insurer is inaccurate;
- b) within fourteen (14) days of the Insured becoming aware about any changes in the information the Insured has provided to the Insurer which happens before or during the period of insurance;

When the Insurer is notified that information the Insured previously provided is inaccurate, or of any changes to that information, the Insurer will tell the Insured if this affects the Insured's insurance. For example, the Insurer may amend the terms of the Insured's insurance or require the Insured to pay more for the Insured's insurance or cancel the Insured's insurance in accordance with the "Cancellation" section.

If the Insured fail to notify the Insurer that information the Insured has provided is inaccurate, or the Insured fail to notify the Insurer of any changes, this insurance may become invalid and the Insurer may not pay the Insured's claim, or any payment could be reduced.

## DEFINITIONS

**Building(s)** – The Building or Buildings at the risk address(es) stated in the Schedule including

- a) outbuildings attached to or detached from the main Building
- b) walls gates and fences around the Buildings and belonging to them

**c) Landlord's Fixtures and Fittings**

- d) car parks yards paved areas roads pavements and footpaths

all belonging to the **Insured** or for which the **Insured** is legally responsible

**Business** – The Business specified in the Schedule conducted solely from within the **Territorial Limits** including the ownership repair and maintenance of the **Premises** including the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse

**Computer** – All equipment including interconnected wiring fixed disks and telecommunications equipment used at the **Premises** for the storage and communication of electronically processed data but excluding any such equipment controlling any manufacturing process belonging to the **Insured** or leased hired or rented to the **Insured** and for which the **Insured** is legally responsible

**Computer Records** – All current and backup Computer Records excluding fixed disks and paper records of any description incorporating stored programs and information stored on them belonging to the **Insured** or leased hired or rented to the **Insured** and for which the **Insured** is legally responsible

**Consequential Loss** – Loss resulting from interruption or interference with the **Business** carried on by the **Insured** at the **Premises** in consequence of **Damage**

**Damage** – Direct physical loss destruction of or damage to the **Property** insured

**Declared Value** – The **Insured's** assessment of the cost of reinstatement of the **Property** insured at the level of costs applying at the inception of the Period of Insurance including the extent to which indemnity is provided for

- a) the additional cost of reinstatement to comply with Public Authority requirements
- b) professional fees
- c) removal of debris costs

ignoring inflationary factors which may operate subsequently

**Denial of Service Attack** – Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems including but not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

**Employee** –

- a) Any person under a contract of service or apprenticeship with the **Insured** or
- b) any of the following persons whilst working for the **Insured** in connection with the **Business**
  - i. any labour master or labour only subcontractor or person supplied by them
  - ii. any self employed person providing labour only
  - iii. any trainee or person undergoing work experience
  - iv. any voluntary helper
  - v. any person who is hired to or borrowed by the **Insured**

**Excess** – The amount for which the **Insured** is responsible for each and every claim or loss as specified in the Schedule or in the Policy

**Hacking** – Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether the property of the **Insured** or not

## DEFINITIONS CONTINUED

**Indemnity Period** – The period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** as stated in the Schedule afterwards during which the results of the **Business** shall be affected in consequence of the **Damage**

**Injury** – Bodily injury sickness, disability or disease. **Injury** shall also mean mental injury, mental anguish, shock or death if directly resulting from **bodily injury**, sickness, disability or disease.

**Insured** – The person persons or company named in the Schedule including subsidiary companies notified to and agreed as accepted by the **Insurer**

**Insured Perils** – Those Insurable Perils which are operative as stated in the Schedule subject always to the terms conditions and exclusions applying to the Insurable Peril and of Section 1 and the Policy

**Insurer** – Accelerant Insurance Europe SA

**Landlord's Contents** – The contents of the **Buildings** used in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally responsible including furniture carpets furnishings and all other property belonging to the **Insured** or for which the **Insured** is responsible whilst contained in the common parts of the **Buildings** or parts of the **Buildings** under the direct control of the **Insured** including

- a) **Landlord's Contents** in the open subject to a maximum of £500 for any one loss
- b) Paintings prints and works of art subject to a maximum of £500 per item for any one loss
- c) **Money** subject to a maximum of £500 for any one loss

but excluding any property more specifically insured and excluding

**a) Computers and Computer Records**

- b) Stock and materials in trade
- c) property belonging to any **Tenant** for which the **Insured** is not responsible
- d) credit cards securities of any description jewellery curiosities or rare books
- e) mobile devices where the sole or primary function of the item is to make send and receive telephone calls and SMS messages

**Landlord's Fixtures and Fittings –**

- a) built-in furniture and built-in domestic appliances
- b) fixed pipes tanks fires central heating equipment boilers or storage heaters

**Legal Costs** – All costs and expenses incurred with the prior written consent of the **Insurer** in addition to claimant's costs and expenses for which the **Insured** is legally liable

**Maximum Indemnity Period** – The number of Months stated in the Schedule as applying to the Indemnity Period

**Money** – Cash bank currency notes uncrossed cheques uncrossed postal orders and money orders unused postage stamps National Insurance stamps trading stamps luncheon vouchers lottery and other prize scratch cards utility vouchers top up cards mobile phone vouchers and International Phone Cards held in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally liable

**Offshore Installation –**

- a) Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b) any installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- c) any pipe or system of pipes in the sea or tidal waters
- d) any accommodation installation for persons who work on or from the locations specified above

## DEFINITIONS CONTINUED

### **Pollution or Contamination –**

- a) All Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
- b) all **Injury** loss or damage directly or indirectly caused by such Pollution or Contamination but only to the extent that **you** can show;
  - i. The **pollution or Contamination** was a direct result of a sudden, specific and identifiable event occurring within the **Territorial Limits**;
  - ii. The **Pollution or Contamination** became known to the **Insured** within 72 hours of its commencement and is notified in accordance with the policy's notification provisions;
  - iii. Was not the direct result of the **Insured** failing to take reasonable precautions to prevent such **Pollution or Contamination**.

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

**Premises –** The **Buildings** and the land inside the boundaries at the risk address stated in the Schedule

**Principal –** Any person firm company ministry or authority for whom the **Insured** is undertaking work

**Products Supplied –** Any goods or other property including containers packaging labelling and instructions for use sold supplied delivered erected repaired serviced altered treated installed processed manufactured or tested by the **Insured** in connection with the **Business**

### **Property –**

- a) **Buildings Landlord's Contents** and in respect of Section 1 of the Policy such other items to which cover is expressly extended in Section 1 of the Policy or Schedule
- b) in respect of Section 6 of the Policy land and/or **Buildings** owned or occupied by the **Insured** or otherwise for which the **Insured** is legally responsible

The **Insurer** agrees to accept the classification under which any **Property** has been entered in the books of the **Insured**

**Rent Receivable –** The money paid or payable to the **Insured** by **Tenants** for accommodation and services provided in the course of the **Business** at the **Premises**

**Solicitors' Fees –** Solicitors' Fees incurred with the Insurer's prior written consent for the representation of the **Insured** at any Coroner's Inquest or Fatal Accident Inquiry or at proceedings in any court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under Sections 3 and 4

**Standard Rent Receivable –** The **Rent Receivable** during the period immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

**Tenant(s) –** The tenant or lessee(s) of any **Building**

**Territorial Limits –** Great Britain Northern Ireland the Isle of Man and the Channel Islands

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

**Unoccupied –** Any **Building** or part of any **Building** which is empty or not in use by the **Insured** or any **Tenants** of the **Insured** for more than 30 consecutive days

**Virus or Similar Mechanism –** Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not including but not limited to trojan horses worms and logic bombs

# GENERAL CONDITIONS

## 1) Fraud

If the Insured makes a fraudulent claim under this Policy, the Insurer:

- i) Is not liable to pay the claim; and
- ii) May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and
- iii) May by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.

If the Insurer exercises its right under clause (iii) above:

- i) The Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- ii) The Insurer need not return any of the premiums paid.

-

## 2) Reasonable Care The Insured shall

- a) take all reasonable precautions to prevent or diminish loss destruction damage or injury
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) exercise care in the selection and supervision of Employees**
- d) maintain all **Buildings** ways works machinery and plant in sound condition

As soon as possible after discovery of any defect or danger the **Insured** shall cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

## 3) Alteration

This Policy shall cease to be in force from the date of the alteration if

- a) any alteration is made either in the **Business** or at the **Premises** or to any **Property** insured after the commencement of the insurance that increases the risk of loss destruction damage or injury
- or
- b) the **Insured's** interest ceases except by will or operation of law or
  - c) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued unless the **Insurer** has agreed in writing to accept such alteration

## 4) Payment of Premium

It is a condition precedent to the **Insurer's** liability that

- a. the premium for the Policy or any endorsement attaching to the Policy shall be paid when due
- b. if the premium for the Policy or endorsement is payable by instalments then
  - i. each instalment shall be paid when due or
  - ii. where a notice has been issued requiring the outstanding amount must be paid by a specific date then such payment is made by that date

## 5) Cancellation

- a. Cancellation by the Insured**
  - i. Cooling off cancellation rights

The **Insured** has the right to cancel the insurance from inception within 14 days of the receipt of the documents at the start of the insurance ("the cooling off period") if the cover does not meet their requirements by returning all documents and any certificate to the Broker Intermediary or Agent who arranged the Policy

The **Insurer** shall return any premium paid in full within 30 days of the receipt of the notice of cancellation from the Broker Intermediary or Agent if the cover is cancelled either

–before the inception date or

## GENERAL CONDITIONS CONTINUED

– within the 14 day cooling off period provided that no claim has been made or incident advised that could give rise to a claim in these circumstances no return of premium will be made

ii. Cancelling the Policy after the cooling off period

The **Insured** may cancel the insurance at any other time by contacting the Broker Intermediary or Agent who arranged the Policy

On receipt of the notification from the Broker Intermediary or Agent the **Insurer** will cancel the Policy and provide a proportionate return of the premium in respect of the unexpired period of insurance provided that no claim has been made or incident advised that could give rise to a claim in these circumstances no return of premium will be made

### b) Cancellation by the **Insurer**

i. Non-payment of Premium

If the **Insurer** has not received the premium in accordance with the terms of Condition 5) Payment of Premium the **Insurer** will cancel the Policy by giving 7 days' notice in writing by letter to the **Insured** at the **Insured's** last known address

The insurance will end immediately the 7 days' notice runs out

If the **Insured** has just incepted the Policy or renewed the Policy with the **Insurer** and the premium is unpaid then the **Insurer** will cancel the insurance from the inception or renewal date

ii. Cancellation for any other reason

The **Insurer** may cancel the Policy or any section or endorsement by giving 30 days' notice in writing by letter to the **Insured** at the **Insured's** last known address

The **Insurer** does not have to give a reason for the cancellation although valid reasons for doing so may include but are not limited to the following

- the **Insured** has not provided to the Broker Intermediary or Agent the information or documents the **Insurer** has requested as part of the terms and conditions in providing the insurance
- the **Insured** has not met the terms and conditions contained in this document of insurance including those shown on their Schedule
- where the **Insured** does not comply with any of the different policy terms and conditions imposed by the **Insurer** as a result of the identification of misrepresentation as detailed in Fair Presentation
- where an alteration is made to the **Business** the **Premises** or the **Property** or where the **Insured's** interest ceases unless agreed by the **Insurer** as detailed in General Condition 4) Alteration
- where the survey arranged by the **Insurer** has identified additional risks which were not evident to the **Insurer** prior to the survey or where the **Insured** have not complied with the **Insurer's** acceptance criteria nor with the timely completion of any risk improvements as detailed in General Condition
- The **Insured** has behaved in a manner that makes it inappropriate for the **Insurer** to continue the insurance, e.g. the **Insured** harassing or showing abusive or threatening behaviour towards the **Insurer's** staff or the **Insurer's** appointed representatives

The insurance will end immediately the 30 days' notice runs out

If the **Insured** has just incepted the Policy or renewed the Policy with the **Insurer** and the premium is unpaid then the **Insurer** will cancel the insurance from the inception or renewal date

The **Insurer** will provide a proportionate return of premium in respect of the unexpired period of insurance of the Policy or Section other than in circumstances listed below

– where the **Insurer** identifies fraud as detailed in General Condition 2) Fraud

– where a claim has been made or incident advised that could give rise to a claim

in these circumstances no premium shall be returned by the **Insurer**

## GENERAL CONDITIONS CONTINUED

### 7) Choice of Law

Both parties to this contract have a choice as to which law should be applied. In the absence of written agreement to the contrary English law applies to this contract

The parties agree to submit to the exclusive jurisdiction of the English courts

### 8) Observance of Terms

It is a condition precedent to the **Insurer's** liability that the **Insured** shall observe the terms of the Policy so far as they relate to anything to be done or complied with

### 9) Legal Representatives

In the event of the death of the **Insured** the **Insurer** will indemnify the **Insured's** legal personal representatives in respect of liability at law previously incurred by the **Insured** provided they observe fulfil and be subject to the terms conditions and limitations of the Policy to the extent that they can apply

### 10) Subject to Survey

If any insurance by the Policy either at inception or subsequent renewal has been granted subject to the completion of a survey of the **Premises** or if following notification of a claim or an alteration to the **Business** or the **Premises** or to any **Property** under the Policy the **Insurer** requires a survey

- a) then pending completion of such survey the terms conditions exclusions and limits as specified in the Policy and Schedule shall apply
- b) if following completion of the survey and in the opinion of the **Insurer** this has identified additional risks which were not evident to the **Insurer** prior to the survey then the **Insurer** reserves the right to alter or amend the terms and conditions of the Policy or to suspend or withdraw cover immediately
- c) the continuation of cover after the survey by the **Insurer** shall be subject to the **Insured** complying with the **Insurer's** acceptance criteria and the completion of any risk improvements required within the time frame agreed with the **Insurer** otherwise the **Insurer** may at its option invoke the Cancellation Condition

### 11) Third Party Rights

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

The **Insured** shall not assign or transfer their rights under the Policy without the written agreement of the **Insurer**

### 12) Limit of Indemnity

All the Sums Insured Limits of Indemnity and any other restrictions on the amount of the **Insurer's** liability stated in the Policy shall apply as maximum limits to the **Insurer's** liability irrespective of the number of persons entitled to indemnity under the Policy

For the purposes of the Sums Insured Limits of Indemnity and any other restrictions on the amount of the **Insurer's** liability the **Insured** and all other persons entitled to be indemnified under the Policy shall be treated as one party or legal entity so that there shall be only a single contract of insurance between the **Insurer** as one party and the **Insured** and all other persons entitled to be indemnified as the other party

### 13) Unoccupied Buildings

It is a condition precedent to the **Insurer's** liability that when any **Building** or portion thereof becomes **Unoccupied**

- a) the **Insured** must give immediate notice in writing to the **Insurer** of such unoccupancy and when any **Building** or portion thereof becomes re-occupied
- b) the **Insured** or their authorised representative will
  - i. ensure all the main services are turned off or disconnected (except the electricity supply to maintain any fire or intruder alarm system) or
  - ii. as an alternative to b) i. above leave the main services turned on to keep the central heating system working at a minimum temperature of 5°C during the period 1st October to 1st April each year always provided that outside this period condition i. will apply

## GENERAL CONDITIONS CONTINUED

- iii. carry out a thorough inspection of the **Premises** on at least a weekly basis and carry out immediately any work necessary to maintain the security of the **Premises**
- iv. remove all refuse and waste materials from the **Premises** following such inspection
- v. maintain a written record of such inspections
- vi. ensure the **Premises** are secured against unlawful entry

### Special Provision

where the **Insured** or their authorised representative comply with paragraph b) ii. of this Condition during the period from 1st October to 1st April each year the **Insurer** will not apply exclusion b) of **Insured Peril 11) Escape of Water** and **Insured Peril 12) Accidental escape of water from any automatic sprinkler installations** (where shown as operative in the Schedule)

### 14) Insured's Contribution

Where stated in the Schedule the **Insured** shall be responsible for paying an **Excess** in relation to each claim made by the **Insured** under this Policy

# GENERAL EXCLUSIONS

This Policy does not cover

## 1) War Government Action Radioactive Contamination and Sonic Bangs

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- b) nationalisation confiscation requisition seizure or destruction by the government or any public authority
- c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- d) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- e) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

## 2) Terrorism and Civil Commotion

**Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed to by or arising from

### a) Terrorism

- b) civil commotion in Northern Ireland

In any action suit or other proceedings where the **Insurer** alleges that by reason of this Exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or **Consequential Loss** is not covered by the Policy the burden of proving that such **Damage** loss expense or **Consequential Loss** is covered shall be upon the **Insured**

## 3) Date Recognition

Damage or **Consequential Loss** of whatsoever nature or liability for damages attaching to the **Insured** or any associated costs relating thereto arising directly or indirectly from or consisting of the failure or inability of any

- a) computer data processing equipment microchip integrated circuit or any similar device or any computer software or computer firmware
- b) media or systems used in connection with any of the above

whether the property of the **Insured** or not

- i. to recognise correctly any date as its true calendar date
- ii. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

but

- a) in respect of Section 1 and Section 2 this shall not exclude subsequent **Damage** not otherwise excluded which itself results from the **Insured Perils**
- b) this exclusion shall not apply to Section 4

## 4) Marine Policies

Damage to **Property** which at the time of the happening of the **Damage** is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Policy not been effected

## 5) Computer Virus

Damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **Insured** or not where such damage is caused by **Virus or Similar Mechanism** or **Hacking** or **Denial of Service Attack** or **Consequential Loss** directly or indirectly caused by or arising from **Virus or Similar Mechanism** or **Hacking** or **Denial of Service Attack**

## GENERAL EXCLUSIONS CONTINUED

### 6) Illegal Deliberate and Criminal Activities

Damage or **Consequential Loss** of whatsoever nature or liability for damages attaching to the **Insured** or any associated costs relating thereto arising directly or indirectly from

- a) damage or liability caused as a result of the **Premises** being used for illegal activities
- b) deliberate or criminal acts

by the **Insured** the **Insured's** family or **Employee(s)**

### 7) Sanctions

(not applicable to Section 3 - Property Owners Liability - Extension 8)

The Insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose the Insurer to any sanction prohibition or restriction under the United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

### 8) Micro-organism Clause

Damage or **Consequential Loss** of whatsoever nature or liability directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health

### 9) Electronic Data

- (a) The insurance by this Policy does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "trojan horses", "worms" and "time or logic bombs".

- (b) However, in the event that a Peril listed below results from any matters described in paragraph (a) above, this insurance, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy Period of Insurance to the Property Insured by this Policy directly caused by such listed Peril.

Listed Perils:

Fire

Explosion

#### Electronic Data Processing Media Valuation

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

### 10) Chemical and Biological

Damage or **Consequential Loss** of whatsoever nature or liability directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## GENERAL EXCLUSIONS CONTINUED

### 11) Asbestos

Damage or **Consequential Loss** of whatsoever nature or liability or any liability of whatsoever nature arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust or asbestos-containing materials.

### 12) Indirect Loss

Damage or **Consequential Loss** of whatsoever nature or liability for any loss or damage that is not directly associated with the incident that caused you to claim.

### 13) Existing Damage

Damage or **Consequential Loss** of whatsoever nature or liability for any loss or damage occurring before or arising from an event before the beginning of the Period of Insurance.

### 14) Loss of Value

Damage or Consequential Loss of whatsoever nature for any reduction in value of the property insured following repair or replacement paid for under this Policy.

### 15) Virus, Disease and Pandemic Exclusion

(not applicable to Employers Liability Section)

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation;  
and
- f) any fear or anticipation of a), b), c), d) or e) above,  
regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## SECTION 1 – MATERIAL DAMAGE

In the event of **Damage** to **Property** insured at the **Premises** from an **Insured Peril** during the Period of Insurance the **Insurer** will indemnify the **Insured** for the loss or amount of **Damage** or at its option replace or reinstate such **Property** in accordance with the provisions of the Policy and provided that during the Period of Insurance the liability of the **Insurer** under this Section shall not exceed the lesser of

- a) in respect of any item its Sum Insured or Limit stated in the Policy or the Schedule at the time of the **Damage**
- b) the Sum Insured or Limit remaining after deduction for any other **Damage** in the same Period of Insurance unless the **Insurer** has agreed to reinstate any such Sum Insured or Limit

### Insurable Perils

The following are the Insurable Perils operative as **Insured Perils** if stated in the Schedule

#### 1) Fire

Excluding damage caused by

- a) its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat
- b) explosion resulting from fire

#### 2) Lightning

#### 3) Explosion

Excluding damage caused by the bursting by steam pressure of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only belonging to or under the control of the **Insured**

However this exclusion does not apply to **Damage** caused by the explosion of any boiler or gas used only for domestic purposes

#### 4) Aircraft or other aerial devices or articles dropped from them

#### 5) Earthquake and subterranean fire

#### 6) Riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons Excluding damage

- a) arising from cessation of work or due to confiscation nationalisation seizure requisition or destruction by order of the government or any public authority
- b) by theft or attempted theft
- c) caused by malicious persons whilst any **Building** is **Unoccupied**
- d) caused by a **Tenant** or their family occupying the **Building** or portion of any **Building** for residential purposes

#### 7) Theft or attempted theft involving entry to or exit from the **Buildings** at the **Premises** by forcible and violent means or actual or threatened hold up assault or violence

Excluding

- a) loss from any structure which is incapable of being locked
- b) damage
  - i. in respect of **Property** in the open
  - ii. whilst any **Building** is **Unoccupied**
  - iii. expedited or in any way brought about by the **Insured** or any partner director or **Employee** of the **Insured**
  - iv. caused by a **Tenant** or their family occupying the **Building** or portion of any **Building** for residential purposes

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### 8) Storm

Excluding damage

- a) caused by frost subsidence ground heave or landslip
- b) attributable solely to change in the water table level
- c) to fences gates and moveable **Property** in the open or in open fronted or open sided **Buildings**
- d) whilst any **Building** is **Unoccupied**

### 9) Flood

Excluding damage

- a) caused by frost subsidence ground heave or landslip
- b) attributable solely to change in the water table level
- c) to fences gates and moveable **Property** in the open or in open fronted or open sided **Buildings**

### 10) Impact by

- a) any road vehicles or animals
- b) falling trees or boughs
- c) breakage or collapse of aerials or satellite dishes

Excluding damage by lopping pruning or felling of trees

### 11) Escape of water from any tank apparatus or pipe or escape of oil from any fixed oil-fired heating installation Excluding damage

- a) by water discharged or leaking from any automatic sprinkler installation
- b) whilst any **Building** is **Unoccupied**
- c) caused by subsidence ground heave or landslip
- d) for subsidence ground heave or landslip caused by the escape of water

### 12) Accidental escape of water from any automatic sprinkler installation Excluding damage occasioned by or attributable to

- a) heat caused by fire
- b) any **Building** being **Unoccupied**
- c) repairs alterations or extensions to the **Buildings** and/or sprinkler installations

### 13) Accidental damage

Excluding damage

- a) caused by any other Insurable Peril
- b) to a **Building** or structure caused by its own collapse or cracking
- c) to **Property** insured caused by **Pollution or Contamination** other than **Damage** caused by
  - i. **Pollution or Contamination** which itself results from fire or explosion
- d) to **Property** resulting from its undergoing any process of production packing treatment testing commissioning servicing adjustment or repair

## SECTION 1 – MATERIAL DAMAGE CONTINUED

- e) to **Property** insured caused by or consisting of
  - i. inherent vice latent defect gradual deterioration wear and tear erosion corrosion frost or change in water table level
  - ii. its own faulty or defective design or materials
  - iii. faulty or defective workmanship operational error or omissionbut this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded
- f) caused by
  - i. rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching
  - ii. scratching tearing or fouling by pets or domesticated animals
  - iii. vermin or insects
  - iv. change in temperature colour flavour texture or finish
  - v. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping connected to them
  - vi. mechanical or electrical breakdown or derangement in respect of the particular machines apparatus or equipment in which the breakdown or derangement originatesbut this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
- g) caused by disappearance unexplained or inventory shortage misfiling or misplacing of information
- h) caused by acts of fraud or dishonesty
- i) occasioned by delay embargo nationalisation confiscation requisition seizure or destruction by the government or any public authority
- j) caused by electrical or magnetic disturbance or erasure of electronic records

### 14) Subsidence ground heave or landslip Excluding damage

- a) to outbuildings yards pipes cables wires ducting car parks roads pavements walls gates fences swimming pools tennis courts and children's play areas unless the structure of the main building or buildings at the risk address stated in the Schedule is also affected at the same time by the same cause
- b) to solid floor slabs or damage resulting from their movement unless the foundations beneath the outside walls of the main building or buildings at the risk address stated in the Schedule are also affected at the same time by the same cause
- c) arising from the settlement or movement of made-up ground or by coastal or river erosion
- d) occurring as a result of the construction demolition structural alteration or structural repair of any property at the **Premises**
- e) arising from normal settlement or bedding down of new structures
- f) which originated prior to the granting of this cover
- g) caused by faulty or defective workmanship materials or design
- h) caused by fire subterranean fire explosion earthquake
- i) recoverable under any warranty or guarantee including NHBC guarantee

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### Additional Covers

All terms exclusions and conditions of Section 1 apply to these Additional Covers in addition to those shown below as applying to these Additional Covers

#### Glass

The **Insurer** will indemnify the **Insured** in respect of **Damage** to glass for which the **Insured** is responsible at the **Premises** occurring during the Period of Insurance

Following **Damage** to glass at the **Premises** the **Insurer** will also indemnify the **Insured** in respect of

- a) the cost of reinstating any component parts of any intruder alarm system including devices used to transmit or receive signals damaged as a result of glass breakage
- b) any boarding up costs incurred
- c) any **Damage** to framework and **Landlord's Contents** caused by the impact of falling glass

The **Insurer** will also indemnify the **Insured** for **Damage** at the **Premises** to sanitary ware (fixed baths washbasins pedestals bidets shower trays sinks lavatory pans and cisterns) where such **Damage** renders such article completely unserviceable

The liability of the **Insurer** under a) b) and c) shall be restricted to £2,500 for any one loss

#### Exclusions

The **Insurer** shall not be liable for damage to glass

- a) caused by repairs or alterations to the **Premises**
- b) caused by alteration installation or removal
- c) in any **Building** which is **Unoccupied**
- d) caused by or arising from
  - i. superficial **Damage** or scratching or cracking which does not result in the complete breakage of the glass
  - ii. inherent or latent defect its own faulty or defective design or materials
  - iii. gradual deterioration or gradually operating cause wear and tear change in colour or finish
  - iv. changes in temperature or atmospheric or climatic conditions
  - v. defects in frames framework or any fitting

### Malicious Damage by Residential Tenants

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

The liability of the **Insurer** under this Additional Cover shall be restricted to the Sums Insured stated in the Schedule for any one loss

#### Exclusions

The **Insurer** shall not be liable for

- a) the first £250 of each and every claim or loss under this Additional Cover
- b) **Damage** by theft or attempted theft caused by a **Tenant** or their family occupying the **Building** or portion of any **Building** for residential purposes

#### Conditions

It is a condition precedent to the **Insurer's** liability under this Additional Cover that

- a) the **Insured** or authorised persons acting on their behalf or their managing agents shall in each instance obtain and retain written and verified references for all residential **Tenants** or prospective residential **Tenants**
- b) the **Insured** must produce such written references if so requested by the **Insurer** in the event of a claim under this Additional Cover

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### Extensions to Section 1

All terms exclusions and conditions of the **Insured Perils** under Section 1 apply to these Extensions in addition to those shown below as applying to each Extension

#### 1) Underground Services

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to underground water pipes gas pipes electricity and telephone cables extending from the **Premises** to the public mains from the **Insured Perils** but only to the extent of the **Insured's** responsibility

#### 2) Theft of Keys and Lock Replacement

The **Insurer** will indemnify the **Insured** for the cost of replacing locks and keys to the **Buildings** subject to an aggregate maximum of £5,000 in any one Period of Insurance provided that a) the original keys were forcibly stolen from the **Buildings** or the private residence of the **Insured** or any authorised **Employee**) **Damage** by theft is not excluded in its entirety

#### 3) Landscaped Gardens

The **Insurer** will indemnify the **Insured** for costs and expenses incurred by the **Insured** with the prior consent of the **Insurer** in making good **Damage** to landscaped gardens and grounds caused by Fire Brigade equipment and personnel in the course of combating or reducing **Damage** from the **Insured Perils** at the **Premises** subject to an aggregate maximum of £25,000 in any one Period of Insurance

#### 4) Loss of Metered Supplies

The **Insurer** will indemnify the **Insured** for the cost of metered electricity gas oil and water consumed as a direct result of **Damage** from the **Insured Perils** to any tank apparatus pipe or cable not being automatic sprinkler installations at the **Premises** calculated at the rate applying at the time of the **Damage** subject to an aggregate maximum of £25,000 in any one Period of Insurance

#### 5) Trace and Access

The **Insurer** will indemnify the **Insured** for the costs incurred in locating the source of an escape of water or fuel from any tank apparatus or pipe on the **Premises** and subsequent making good of **Damage** caused as a consequence of locating such source subject to a maximum of £5,000 for any one loss and an aggregate maximum of £25,000 in any one Period of Insurance

#### 6) Clearing of Drains

The **Insurer** will indemnify the **Insured** for the costs and expenses incurred in cleaning clearing or repairing drains gutters or sewers at the **Premises** as a consequence of **Damage** from the **Insured Perils** but only to the extent of the **Insured's** responsibility subject to a maximum of £5,000 for any one loss

#### 7) Fire Extinguishment Expenses

The **Insurer** will indemnify the **Insured** for costs incurred with the consent of the **Insurer** in refilling fire extinguishment appliances replacing used sprinkler heads and refilling sprinkler tanks in the event of **Damage** to insured **Property** caused by fire subject to a maximum of £10,000 for any one loss

#### 8) Gardening Equipment

The **Insurer** will indemnify the **Insured** for **Damage** to gardening equipment owned by the **Insured** at the **Premises** from the **Insured Perils** subject to

- a) maximum of £1,000 for any one loss
- b) **Insured Perils** 8 and 9 being inoperative whilst gardening equipment is in the open
- c) **Insured Peril** 7 being inoperative unless the gardening equipment is stored within a locked building or outbuilding at the **Premises**

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### 9) Unauthorised Use of Supplies

The **Insurer** will indemnify the **Insured** for the cost of water gas electricity or other metered supply charges incurred by the **Insured** and for which the **Insured** is legally responsible up to an aggregate maximum of £25,000 in any one Period of Insurance due to unauthorised use by persons taking possession of or occupying any **Building** without the written consent of the **Insured** provided that

- a) the **Insured** shall take all practicable steps to terminate such unauthorised use as soon as it is discovered
- b) General Condition 13 of the Policy has been complied with by the **Insured**
- c) immediate notification of such possession is given to the **Insurer** upon the **Insured** becoming aware of it

### 10) Emergency Access

The **Insurer** will indemnify the **Insured** for the costs incurred following **Damage** to the **Buildings** caused by the police or persons acting under their control in gaining access to the **Buildings** as a result of concern for the welfare of the **Tenant(s)** or to combat **Damage** caused by an **Insured Peril** to the **Premises** subject to an aggregate maximum of £5,000 in any one Period of Insurance

This Extension shall not include any costs incurred following **Damage** caused by the police in the course of a criminal investigation or as a result of unlawful activities at the **Premises**

### 11) Theft of Building Fabric

The **Insurer** will indemnify the **Insured** for **Damage** to

- a) the external fabric of the **Buildings** as a result of theft or attempted theft
- b) **Property** as a result of rainwater entry following theft or attempted theft of the external fabric of the **Buildings** for which the **Insured** is legally responsible and is not otherwise insured

Subject to an aggregate maximum of £10,000 in any one Period of Insurance

This Extension shall not apply

- a) to any **Buildings** which are **Unoccupied**
- b) when scaffolding is erected at the **Buildings**
- c) where **Insured Peril 7 – Theft** is not operative

### 12) Removal of Wasp and Bee Nests

The **Insurer** will indemnify the **Insured** for the costs incurred in removing wasp or bee nests from the **Buildings** at the **Premises** subject to a maximum of £500 any one loss and £2,500 in the aggregate in any one Period of Insurance

The **Insurer** will not be liable for any costs of removing wasp or bee nests already in existence in the **Buildings** at the **Premises** prior to the inception of the Policy

### 13) Fly Tipping

The **Insurer** will indemnify the **Insured** for the necessary and reasonable costs incurred in clearing and removing any property illegally deposited in or around the **Premises** during the Period of Insurance

Provided that the liability of the **Insurer** shall not exceed £2,500 any one loss or £15,000 in the aggregate in any one Period of Insurance

### 14) Tree Felling and Lopping

The **Insurer** will indemnify the **Insured** for the reasonable costs incurred in removing or lopping trees by a professionally qualified tree surgeon or tree feller which are an immediate threat to the safety of life or of **Damage** to the **Premises** subject to a maximum of £1,000 for any one loss or £2,500 in the aggregate in any one Period of Insurance

The **Insurer** will not be liable for

- a) legal or local authority costs involved in removing trees
- b) costs incurred solely to comply with a Preservation Order

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### 15) Temporary Removal

The **Insurer** will indemnify the **Insured** for **Damage** to **Landlord's Contents** whilst temporarily removed for cleaning renovation repair or similar purposes and whilst in transit by road vehicle rail or inland air freight within the **Territorial Limits** from the **Insured Perils**

Subject to a maximum for any one loss of 15% of the Sum Insured shown for **Landlord's Contents** or £50,000 whichever is the lesser amount

This Extension shall not apply to property more specifically insured

## Clauses

### 1) Non-Invalidation

The insurance by this Section shall not be invalidated by any act or omission or alteration by a **Tenant** and unknown to or beyond the control of the **Insured** whereby the risk of **Damage** is increased as long as immediately the **Insured** becomes aware of the increase in risk they inform the **Insurer** in writing and pay an appropriate additional premium if required by the **Insurer**

### 2) Reinstatement of Losses

Unless written notice to the contrary be given by either the **Insurer** or the **Insured** the insurance by this Section shall not be reduced by the amount of any loss and the **Insured** shall pay the appropriate additional premium from the date of the **Damage** to the date of expiry of the Period of Insurance

### 3) Freeholder Lessors and Mortgagees

The interest of any freeholder lessor or mortgagee shall not be prejudiced by any act or neglect of any leaseholder lessee mortgagor or occupier which may increase the risk of **Damage** to any **Building** insured by this Section provided the freeholder lessor or mortgagee immediately upon becoming aware of such increase in risk shall give notice to the **Insurer** and pay an appropriate additional premium if required

### 4) Property more specifically insured

The **Insurer** shall not be liable for **Damage** to any **Property** insured more specifically by or on behalf of the **Insured**

### 5) Minor Repairs and Alterations

The insurance by this Section shall not be invalidated if the **Insured** employs workmen to carry out repairs minor additions and decorations at the **Premises**

### 6) Seventy Two Hour Period

Where shown on the Schedule as insured under Section 1 - Material Damage all losses arising separately out of one event of the following **Insured Perils**

- i. Storm
- ii. Flood
- iii. Earthquake

occurring within each and every separate period of 72 hours during the Period of Insurance will be deemed to be one loss in determining the application of the **Excess**

## Basis of Settlement Clauses

### 1) Average

If the **Property** covered by this Policy shall at the time of the **Damage** be collectively of greater value than the Sums Insured then the **Insured** shall be considered as being their own insurer for the difference and shall bear a rateable share of their **Damage** accordingly

### 2) Property Insured – Reinstatement

In the event of **Damage** to **Property** insured the basis of settlement shall be the cost of reinstatement meaning the rebuilding replacement repair or restoration of such **Property** to a condition substantially the same as but not better or more extensive than its condition when new

## SECTION 1 – MATERIAL DAMAGE CONTINUED

### Special Provisions

- a) The replacement must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred
- b) Where **Damage** occurs to only part of the **Property** the liability of the **Insurer** shall not exceed the amount which the **Insurer** would have been liable to pay had such property been wholly destroyed
- c) If at the time of reinstatement of any item the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** covered by such item exceeds its Sum Insured at the time of the **Damage** the liability of the **Insurer** shall not exceed that proportion of the amount of the **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time

### 3) European Union and Public Authorities

The **Insurer** will indemnify the **Insured** for the additional cost of

- a) reinstating the damaged parts of the **Buildings**
- b) upgrading any undamaged parts of the **Buildings**

for an amount not exceeding 15% of the amount that would have been payable if the **Buildings** had been totally destroyed incurred solely by the necessity to comply with any building or other statutory regulations or Public Authority Bylaw or European Community Legislation in force at the time of such **Damage** excluding

- i. any cost resulting from any such requirement first imposed upon the **Insured** before the date of the **Damage**
- ii. the amount of any rate tax duty development or other charge arising out of capital appreciation as a result of complying with any such requirements which may be payable in respect of the **Buildings**

### Conditions

- a) The work of reinstatement must be completed within 12 months of the date of the **Damage** or such further period as the **Insurer** may in writing allow
- b) The liability of the **Insurer** for **Damage** to such property including such costs and expenses shall not exceed the Sum Insured stated in the Schedule

### 4) Removal of Debris

This insurance includes the necessary and reasonable costs incurred in respect of removal of debris of **Property** insured resulting from

**Damage** from an **Insured Peril** excluding

- a) costs incurred in removing debris except from the site of such **Damage** and the area immediately adjacent to such site
- b) costs arising from **Pollution or Contamination** of property not insured by this Section

The liability of the **Insurer** for **Damage** to such **Property** including such costs and expenses shall not exceed the Sums Insured stated in the Schedule

### 5) Capital Additions

To the extent that they are not otherwise insured the insurance of **Buildings** and **Landlord's Contents** shall extend to cover

- a) alterations additions and improvements to **Buildings** and **Landlord's Contents** but not appreciation of the value of such property
- b) any newly erected or acquired **Buildings** and **Landlord's Contents** within the **Territorial Limits** from the commencement date of the legal responsibility of the **Insured**

subject to

- i. the **Insured** advising the **Insurer** of the amendments as soon as practicable but no later than 30 days on becoming aware of the increase in the extent of cover required and paying the appropriate additional premium

## SECTION 1 – MATERIAL DAMAGE CONTINUED

- ii. the Sums Insured for **Buildings** and **Landlord's Contents** at each location only being increased by the value of the additional property up to no more than 10% of the existing Sums Insured or £500,000 whichever is the lesser at any one location

### 6) Professional Fees

The insurance by each item on **Buildings** and **Landlord's Contents** includes an amount for architects' surveyors' consulting engineers' and legal fees incurred in the reinstatement or repair of such property consequent upon its **Damage** but not for preparing any claim.

The total liability of the **Insurer** for **Damage** to such property including such fees shall not exceed the Sums Insured stated in the Schedule

### 7) Contracting Purchaser

Where the **Insured** at the time of **Damage** has contracted to sell their interest in any insured **Building** and the purchase is subsequently completed the contracting purchaser shall be entitled to benefit under the Policy provided that the **Building** is not otherwise insured in respect of such **Damage**

### 8) Subrogation Waiver

In the event of a claim arising under this Section the **Insurer** agrees to waive any rights remedies or relief to which it might become entitled by subrogation against

- a) any company standing in the relation of parent or subsidiary to the **Insured**

or

- b) any company which is a subsidiary of or a parent company of which the **Insured** themselves are subsidiary in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the **Damage**

### 9) Other Interests

Interests of third parties which the **Insured** is required to include herein under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically deemed to be held covered subject to notification by the **Insured** to the **Insurer** at the time of the **Damage**

### 10) Business Books

The basis of settlement of any claim for business books shall be their value as stationery together with the cost of clerical labour expended in their reproduction

### 11) Matching Items

In the event of **Damage** to **Property** insured the basis of settlement shall not include the cost of replacing any undamaged item or part of any item which forms part of a matching set or suite

## Exclusions applying to Section 1 – Material Damage

The **Insurer** shall not be liable for **Damage** to

- a) vehicles licensed for road use (including accessories on them) caravans trailers railway locomotives rolling stock watercraft or aircraft
- b) property or structures in the course of construction or erection and materials or supplies in connection with all such property or structures in the course of construction
- c) land water dams piers jetties bridges culverts or excavations
- d) live animals livestock growing crops or trees
- e) jewellery precious stones precious metals bullion or furs

## SECTION 2 – LOSS OF RENT

In the event of **Damage** to the **Property** used by the **Insured** for the purposes of the **Business** carried on by the **Insured** at the **Premises** during the Period of Insurance from the **Insured Perils** under Section 1 resulting in loss of **Rent Receivable** the **Insurer** will indemnify the **Insured** in respect of the amount of the loss of **Rent Receivable** provided that

- a) such **Damage** is covered under Section 1 of this Policy and that liability shall be admitted or payment made therefore or
- b) payment would have been made or liability admitted but for the operation of a proviso in the insurance excluding liability for losses below a specified amount

The liability of the **Insurer** under this Section shall not exceed in respect of any item its Sum Insured or Limit stated in this Policy or the Schedule at the time of the event

### Clause

#### Reinstatement Following a Loss

The liability of the **Insurer** under this Section shall not exceed the Sum Insured or Limit remaining after deduction for any other interruption or interference resulting from **Damage** occurring during the same Period of Insurance unless the **Insurer** has agreed to reinstate any such Sum Insured or Limit and the **Insured** shall pay the appropriate additional premium

### Basis of Settlement Clauses

#### 1) Rent Receivable

The **Insurer** will pay as indemnity to the **Insured** the amount of their loss in respect of

- a) the amount by which the **Rent Receivable** during the **Indemnity Period** shall fall short of the **Standard Rent Receivable** as a result of the **Damage**
- b) the amount of necessary and reasonable additional expenditure incurred by the **Insured** as a result of the **Damage** but not exceeding the loss of **Rent Receivable** thereby avoided

provided that if the Sum Insured for loss of **Rent Receivable** is less than the **Standard Rent Receivable** the amount payable shall be proportionately reduced

#### 2) Alternative Accommodation

The **Insurer** will indemnify the **Insured** for necessary and reasonable costs incurred for

- a) alternative accommodation for **Tenants** in the residential portion of the **Premises** and
- b) temporary storage of such **Tenants'** furniture

if as a result of **Damage** from the **Insured Perils** the occupied **Buildings** are rendered unfit by a competent local authority for occupation or access to them is denied by a competent local authority provided that the liability of the **Insurer** for any one loss shall not exceed the Sum Insured shown in the Schedule at the time of the event

#### 3) Managing Agents' Charges

The **Insurer** will pay to the **Insured** the charges payable to their managing agents necessarily incurred in connection with re-letting the **Premises** following **Damage** insured under Section 1

#### 4) Accountants' and Auditors' Charges

The **Insurer** will pay to the **Insured** the charges payable by the **Insured** to their professional accountants and auditors for producing and certifying any particulars or details or any other proofs information or evidence as may be required by the **Insurer** under the terms of this Section and reporting that such particulars or details are in accordance with the **Insured's** books or documents

#### 5) Value Added Tax

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

#### 6) Payments on Account

Payments on account will be made to the **Insured** during the **Indemnity Period** if so requested subject to appropriate adjustment at the end of the **Indemnity Period**

## SECTION 2 – LOSS OF RENT CONTINUED

### Extensions to Section 2

All terms exclusions and conditions of the **Insured Perils** under Section 1 and all terms exclusions and conditions of Section 2 apply to these Extensions in addition to those shown below as applying to each Extension

The liability of the **Insurer** includes loss as insured by this Section resulting from interruption or interference with the **Business** in consequence of

1) Denial of Access

Damage from the **Insured Perils** to property within a one-mile radius of the **Premises** which shall prevent or hinder the access to the **Insured's Premises** whether or not there has been **Damage** to the **Premises** or **Property** of the **Insured** but excluding the property of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunications services subject to a maximum of £100,000 for any one loss

2) Managing Agents' Premises

Damage from the **Insured Perils** at the premises of the **Insured's** managing agents within Great Britain Northern Ireland the Channel Islands or the Isle of Man subject to a maximum of £10,000 any one loss

3) Accidental Failure of Public Supply

Accidental failure at the terminal ends of the public supply undertakings' feed to the **Premises** of electricity gas water or telecommunications services as a direct result of **Damage** subject to a maximum of £100,000 for any one loss and providing the cessation of supply is of at least 24 hours excluding

- a) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
- b) total or partial failure of the public supply occasioned by strike or lock-out total or partial withdrawal of labour or total or partial cessation of work
- c) a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system;

4) Documents

Damage from the **Insured Perils** to documents belonging to or held in trust by the **Insured** whilst temporarily at premises not in the occupation of the **Insured** or whilst in transit by road rail or inland waterway in Great Britain Northern Ireland the Channel Islands or the Isle of Man subject to a maximum of £25,000 for any one loss

### Exclusion

The **Insurer** shall not be liable under this Section for loss arising directly or indirectly from

- a) erasure loss distortion or corruption of information on computer systems or other records programs or software

## SECTION 3 – PROPERTY OWNERS’ LIABILITY

In the event of accidental

- a) **Injury** to any person
- b) physical loss of or physical damage to material property
- c) obstruction trespass nuisance or interference with any right of way light air or water
- d) wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy

occurring within the **Territorial Limits** during the Period of Insurance and arising out of ownership of the **Premises** or in the course of the **Business** the **Insurer** will indemnify the **Insured** in respect of all sums which the **Insured** become legally liable to pay as compensation and claimant’s costs and expenses

The **Insurer** will also pay **Legal Costs** and **Solicitors’ Fees** which are included within the Limit of Indemnity.

### Limit of Indemnity

The liability of the **Insurer** under this Section for compensation in respect of

- a) one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- b) all Injury** and damage occurring during any one Period of Insurance in respect of **Products Supplied**
- c) all **Pollution or Contamination** which is deemed to have occurred during any Period of Insurance

shall not exceed the Limit of Indemnity stated in the Schedule

### Section Definition

#### **Territorial Limits**

- a) Great Britain Northern Ireland the Isle of Man and the Channel Islands
- b) and in respect **Products Supplied** anywhere in the world except for the United States of America or Canada or their dependencies or trust territories unless specifically agreed by the **Insurer** provided that the **Products Supplied** are supplied from or are worked upon in the territories specified in a) above

### Extensions to Section 3

- 1) Consumer Protection and Food Safety Acts – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and at the **Insured’s** request any director partner or **Employee** of the **Insured** against **Legal Costs** incurred with the **Insurer’s** written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of

- a) Part 2 of the Consumer Protection Act 1987 or
- b) Section(s) 7 8 14 and/or 15 of the Food Safety Act 1990

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

Provided that this indemnity shall not apply to

- i. the payment of fines or penalties
- ii. proceedings or appeals in respect of any deliberate act or omission by the **Insured**
- iii. costs or expenses insured by any other policy

- 2) Court Attendance Compensation

The **Insurer** will indemnify the **Insured** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Section and with the **Insurer’s** agreement up to a maximum of £250 per day per person

- 3) Cross Liabilities

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

## SECTION 3 – PROPERTY OWNERS’ LIABILITY CONTINUED

### 4) Defective Premises Act

The **Insurer** will indemnify the **Insured** in respect of any legal liability incurred by the **Insured** during the Period of Insurance under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by the **Insured**

Provided that the **Insurer** shall not be liable

- a) for the cost of remedying any defect or alleged defect in the premises disposed of
- b) if the **Insured** is entitled to indemnity from any other source

### 5) Health and Safety at Work – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and at the **Insured’s** request any director or partner of the **Insured** or any **Employee** against **Legal Costs** incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the Period of Insurance. The **Insurer** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgment given

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

### 6) Indemnity to Other Parties

If the **Insured** so requests, and the Insurer agrees, the **Insurer** will indemnify the following parties

- a) any member of the **Insured’s** first aid service (but excluding medical practitioners) against liability incurred in such capacity
- b) any partner director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this Section
- c) any **Principal** for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the **Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply
- ii. the **Insurer’s** liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

### 8) Corporate Manslaughter and Corporate Homicide – Legal Defence Costs

The **Insurer** will indemnify the **Insured** against **Legal Costs** incurred with the **Insurer’s** written consent in defending prosecutions under the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed in the course of the **Business** during the Period of Insurance. The **Insurer** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgment given provided that this indemnity shall not apply to the payment of fines or penalties or the costs of remedial orders or publicity orders

### 9) Indemnity to Managing Agents

In respect of liability arising in connection with the **Buildings** insured under Section 1 – Material Damage if the **Insured** so requests the **Insurer** will extend Section 3 – Property Owners’ Liability to indemnify the **Insured’s** appointed managing agents in respect of liability arising out of the agreement entered into by the **Insured** with the managing agent to the extent required by such agreement

## SECTION 3 – PROPERTY OWNERS’ LIABILITY CONTINUED

Provided that

- a) the **Insured** would have been entitled to indemnity under this Section if the claims had been made against the **Insured**
- b) the managing agent shall as if they were the **Insured** be subject to the terms of this Section and Policy
- c) the total amount payable under this Section shall not exceed the Limit of Indemnity stated in the Schedule regardless of the number of persons claiming to be indemnified
- d) the indemnity will not apply to legal liability arising out of a breach of professional duty or service

### Exclusions

The indemnity granted under this Section shall not apply to

#### 1) Advice and Design

Liability arising from advice design formula specification inspection certification or testing provided by or on behalf of the **Insured** for a fee or in circumstances where a fee would normally be charged

#### 2) Damage to Goods Supplied

Liability in respect of

- a) damage to any goods or other property sold supplied delivered installed or erected by or on behalf of the **Insured**
- b) all costs of or arising from the need for making good removal repair rectification replacement or recall of any such goods or property or any defective work carried out by or on behalf of the **Insured**

#### 3) Products Supplied

Liability in respect of **Injury** loss or damage arising from **Products Supplied** but this Exclusion shall not apply to

- a) any food or drink supplied to partners directors **Employees** or non-paying guests of the **Insured**
- b) the disposal of furniture and office equipment originally intended solely for the use of the **Insured** in connection with the **Business**

#### 4) Fines

Liability in respect of liquidated damages fines penalties exemplary punitive aggravated or multiplied damages

#### 5) Injury to Employees

Liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by the **Insured**

#### 6) Mechanically Propelled Vehicles

Liability arising out of the ownership possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or trailer attached thereto which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- a) while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- b) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by any other policy

#### 7) Pollution or Contamination

Liability arising

- a) out of **Pollution or Contamination** unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance provided that all **Pollution or Contamination** arising out of one incident shall be deemed to have occurred at the time such incident takes place
- b) directly or indirectly by **Pollution or Contamination** occurring in the United States of America or Canada or their dependencies or trust territories

## SECTION 3 – PROPERTY OWNERS’ LIABILITY CONTINUED

### 8) Property in the Charge or Control of the Insured

Liability in respect of loss or damage to any property belonging to or in the charge or control of the **Insured** other than

- a) personal effects or vehicles of any partner director or **Employee** of or visitor to the **Insured**
- b) premises (and their contents) not belonging leased rented or hired to the **Insured** but temporarily in the charge of the **Insured** for the purpose of carrying out work
- c) premises (including their fixtures and fittings) leased rented or hired to the **Insured** but this Section does not cover liability attaching to the **Insured** solely under the terms of any tenancy or other agreement

### 9) Vessels or Craft

Liability arising out of ownership possession or use by or on behalf of the **Insured** of any vessel or craft designed to travel in on or through water air or space (other than hand-propelled watercraft)

### 10) Asbestos

Any liability of whatsoever nature arising out of the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos

This Exclusion shall not apply in respect of such removal storage or disposal provided that

- a) the **Insurer’s** liability in respect of **Injury** loss or damage occurring during any one Period of Insurance shall not exceed £2,000,000 in the aggregate or the amount of the Limit of Indemnity for this Section as stated in the Schedule whichever is the lower
- b) such activity does not form part of the **Insured’s** usual trade or **Business** or contract
- c) the discovery of asbestos by the **Insured** is unintentional and accidental
- d) upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops
- e) an HSE licensed asbestos removal contractor who has Employers’ Liability and Public and Products Liability insurances in force that
  - i. provide Limits of Indemnity no less than those stated in the Schedule and ii
  - do not exclude the work to be carried out

is contracted if legally required to make safe the area in which the discovery is made as soon as is practicable

### 11) Notifiable Asbestos

Any liability arising from or in connection with the handling removal stripping out demolition transportation or disposal of Notifiable Asbestos

However this Section Exception shall not apply to liability arising from

- a) the accidental discovery of materials known or suspected to be Notifiable Asbestos
- b) the investigation of any such suspect material provided that
  - i. immediately upon discovery all handling removal stripping out demolition transportation or disposal of that which is suspected to be Notifiable Asbestos ceases until the composition of all such materials is established
  - ii. any subsequent handling removal stripping out demolition transportation or disposal of Notifiable Asbestos is carried out by a licensed contractor on terms which indemnify the Insured for all liability arising out of such work

## SECTION 3 – PROPERTY OWNERS’ LIABILITY CONTINUED

### 12) Contractual Liability

Liability which attaches because of a contract or agreement but which would not have attached in the absence of such contract or agreement

### 13) Slings and Cradles

Liability for **Injury** or loss or damage arising out of the operation of a sling or cradle

## Conditions

### 1) Discharge of Liability

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims

- a) the amount of the Limit of Indemnity or
- b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as compensation claimant’s costs and expenses **Legal Costs** and **Solicitors’ Fees** recoverable prior to the date of such payment

On payment the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses incurred prior to the date of such payment

### 2) Other Insurances

If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source the liability of the **Insurer** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected

### 3) Bona Fide Subcontractors

It is a condition precedent to any liability of the **Insurer** in respect of injury loss destruction or damage arising out of work at the **Premises** commencing within the Period of Insurance carried out on behalf of the **Insured** by bona fide subcontractors that the **Insured** obtain and retain a written record that such subcontractors have in force throughout the duration of any work undertaken by them for the **Insured** the following insurance

- a) Employers’ Liability insurance in accordance with any law relating to compulsory insurance of liability to employees
- b) Public Liability insurance covering legal liability for **Injury** to any person other than described in a) above and loss destruction or damage to property with a limit of indemnity not less than the Limit of Indemnity stated in the Schedule

This condition does not apply where bona fide subcontractors are engaged to carry out work on behalf of the **Insured** in an emergency and there is insufficient time to obtain a written record from such subcontractor provided the **Insured** shall obtain verbal confirmation and confirm such information in writing and retain a copy as a written record

## SECTION 4 – EMPLOYERS’ LIABILITY

This Section of the Policy is operative only if stated in the Schedule

In the event of **Injury** sustained by any **Employee** of the **Insured** caused during the Period of Insurance and arising out of and in the course of their employment by the **Insured** for the purposes of the **Business** within the **Territorial Limits** the **Insurer** will indemnify the **Insured** in respect of all sums for which the **Insured** become legally liable to pay as compensation and claimant’s costs and expenses in respect of such **Injury**

The **Insurer** will also pay **Legal Costs** and **Solicitors’ Fees** which are included within the Limit of Indemnity.

### Limit of Indemnity

The liability of the **Insurer** under this Section for compensation and claimant’s costs and expenses (and **Legal Costs** and **Solicitors’ Fees**) in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

### Section Definition

#### *Territorial Limits*

- a) Great Britain Northern Ireland the Isle of Man and the Channel Islands
- b) elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the territories specified in a) above and caused whilst such **Employee** is temporarily outside these territories provided that any action for compensation in respect of such **Injury** is brought in a court of law within the territories specified in a) above or any other member country of the European Union

### Extensions to Section 4

#### 1) Court Attendance Compensation

The **Insurer** will indemnify the **Insured** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Section and with the **Insurer’s** agreement up to a maximum of £250 per day per person

#### 2) Health and Safety at Work – Legal Defence Costs

The **Insurer** will indemnify the **Insured** and at the **Insured’s** request any director or partner of the **Insured** or any **Employee** against **Legal Costs** incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the Period of Insurance. The **Insurer** will also pay prosecution costs awarded and the Legal Costs incurred with its written consent in appealing against any judgment given

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

#### 3) Indemnity to Other Parties

If the **Insured** so requests, and the Insurer agrees, the **Insurer** will indemnify the following parties

- a) any member of the **Insured’s** first aid service (but excluding medical practitioners) against liability incurred in such capacity
- b) any partner director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this Section
- c) any **Principal** for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the **Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply
- ii. the **Insurer’s** liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule

## SECTION 4 – EMPLOYERS’ LIABILITY

### 4) Unsatisfied Court Judgments

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

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgment to the **Insurer**

### 5) Corporate Manslaughter and Corporate Homicide – Legal Defence Costs

The **Insurer** will indemnify the **Insured** against **Legal Costs** incurred with the **Insurer’s** written consent in defending prosecutions under the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed in the course of the **Business** during the Period of Insurance. The **Insurer** will also pay prosecution costs awarded and the Legal Costs incurred with its written consent in appealing against any judgment given provided that this indemnity shall not apply to the payment of fines or penalties or the costs of remedial orders or publicity orders

## Exclusions

The **Insurer** shall not be liable for

- 1) liability in respect of **Injury** to any **Employee** arising out of the ownership possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
- 2) liability in respect of **Injury** to any **Employee** who is working in or on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
- 3) liability in respect of **Injury** to any **Employee** who is working in or on a sling or cradle

## Conditions

### 1) Certificate of Employers’ Liability Insurance

If this Policy or Section is cancelled any Certificate of Employers’ Liability Insurance is similarly cancelled from the same date

### 2) Compulsory Insurance Legislation

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

### 3) Discharge of Liability

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims

- a) the amount of the Limit of Indemnity or
- b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as compensation claimant’s costs and expenses **Legal Costs** and **Solicitors’ Fees** recoverable prior to the date of such payment

On payment the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except or the payment of costs and expenses incurred prior to the date of such payment

### 4) Other Insurances

If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source the liability of the **Insurer** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected

# GENERAL CLAIMS CONDITIONS

## 1. Action by the Insured

On the happening of any event or circumstance which could give rise to a claim by the **Insured** under the Policy or on receiving verbal or written notice of any claim the **Insured** shall

- a) as soon as reasonably possible give notice to the **Insurer**
- b) immediately notify the Police in respect of any **Damage** caused by thieves or malicious persons and obtain a Crime Reference Number which must be advised to the **Insurer** as soon as reasonably possible
- c) immediately forward to the **Insurer** any writ or summons issued against the **Insured** by a third party
- d) take action to minimise the loss destruction or damage and to avoid interruption or interference with the **Business** and to prevent further loss destruction damage or injury
- e) at their own expense supply full details of the claim in writing to the **Insurer** together with any evidence and information that may be reasonably required by the **Insurer** for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matter connected with it within
  - i. 7 days of **Damage** caused by riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons
  - ii. 30 days of expiry of the **Indemnity Period** in respect of Rent Receivable claims
  - iii. 30 days of the event or circumstance in the case of any other claim or of a request from the **Insurer**

No theft or attempted theft claim under this Policy shall be considered unless notified to the Police in accordance with 1b) above and a Crime Reference Number obtained

No settlement admission of liability payment or promise of payment shall be made to a third party without the prior written consent of the **Insurer**

No claim under the Policy shall be payable unless the terms of this Condition have been complied with

## 2. Rights of the Insurer

The **Insurer** shall

- a. be entitled at any stage to take over the defence or settlement of any claim made upon the **Insured** by any other party and to prosecute for its own benefit any claim for indemnity or compensation against any other persons in respect of any event insured by the Policy and at no cost to the **Insurer** the **Insured** shall give all assistance as may be reasonably required by the **Insurer**
- b. have the right to enter the **Premises** where the **Damage** has occurred and to keep possession of any **Property** insured without thereby incurring any liability or diminishing any of the **Insurer's** rights under the Policy and to deal with the salvage in a reasonable manner but the **Insured** shall not be entitled to abandon any **Property** to the **Insurer**
- c. at its option indemnify the **Insured** by payment reinstatement replacement or repair in respect of any **Property** lost or damaged or part thereof. If the **Insurer** elects to reinstate or replace any **Property** they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon

## GENERAL CLAIMS CONDITIONS

### 3) Contribution in respect of Sections 1 and 2

If in the event of **Damage** or liability under the Policy there shall be in force any other insurance effected by or on behalf of the **Insured** providing cover against such a claim

- a) the liability of the **Insurer** shall be limited to its rateable proportion of such a claim
- b) but which is subject to any provision excluding it from ranking concurrently with the Policy either in whole or in part or from contributing rateably to the claim then the liability of the **Insurer** shall be limited to such proportion of the claim as the Sum Insured bears to the value of the **Property**

### 4) Arbitration

If any difference shall arise as to the amounts to be paid under the Policy such difference may at the **Insurer's** option be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Insurer**

Any other difference shall be subject to the exclusive jurisdiction of the courts of England and Wales

### 5) Claims Co-operation

The **Insured** will provide all help and assistance and co-operation required by the **Insurer** in connection with any claim

## USEFUL INFORMATION

### How to Make a Claim

Please telephone the dedicated claims line (+44) 1274 518383

For emergency out of hours major loss notifications please telephone (+353) 14 852 980

Please do not use this number for general claims notifications or queries which should be to (+44) 1274 518383

### How to Complain

Should you wish to make a complaint regarding your claim please contact:

**Leeson Claims Services Ireland**  
**68 Merrion Square South, Dublin 2**  
**E-mail: [info@lcsi.ie](mailto:info@lcsi.ie)**  
**Telephone: (+353) 14 852 980**

Should you wish to make a complaint about the policy or the service we offer please contact:

**NBS Ireland** (NBS Ireland is a trading style of NBS Commercial Ltd)  
**13-18 City Quay, Dublin 2, D02 ED70**  
**E-mail: [info@nbsireland.com](mailto:info@nbsireland.com)**

If you remain dissatisfied after the senior member of staff has considered your complaint, or you have not received a final decision within eight (8) weeks, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman

Financial Services and Pensions Ombudsman  
3<sup>rd</sup> Floor, Lincoln House  
Lincoln Place  
Dublin 2  
DO2 VH29

**Tel: (+353) 15 677 000**  
**Fax: (+353) 16 620 890**  
**Email: [info@fspoi.ie](mailto:info@fspoi.ie)**  
**[www.fspoi.ie](http://www.fspoi.ie)**

Making a complaint does not affect your right to take legal action.

**N|B|S**  
Ireland

E: [info@nbsireland.com](mailto:info@nbsireland.com)

W: [www.nbsireland.com](http://www.nbsireland.com)