

Tokio Marine Europe

Introduction

Welcome to the Property Owners Policy underwritten by Tokio Marine Europe Insurance Limited (the **Company**). Tokio Marine Europe Insurance Limited is authorised and regulated by the Financial Services Authority Firm Reference Number 202574. This can be checked at www.fsa.gov.uk/pages/register.

This **Policy** is intended to cover the **Business** and provide the protection that has been requested by you (the **Policyholder**).

As a legal contract between the **Company** and the **Policyholder** it is important that you take time to read this **Policy** document checking all the details stated in the **Schedule** and **Specifications** (which are attached and form an integral part of the **Policy**) and that it reflects your understanding of the cover and meets your requirements.

The **Policyholder** or the **Policyholder's** insurance advisor must notify the **Company** as soon as is reasonably practicable if there is a discrepancy omission or if the **Policyholder's** insurance requirements change.

Policy Contract

In consideration of payment of the premium the **Company** agrees to indemnify the **Policyholder** or otherwise to pay the benefits and compensations stated to the extent and in the manner specified in this **Policy** provided that

1 The **Policyholder** shall be subject to all the terms conditions limitations and exclusions contained in this **Policy** or by additional endorsements

2 the **Company's** liability shall not exceed the Sums Insured or the Limits of Liability expressed in this **Policy**

3 in the absence of any written agreement to the contrary the law applicable to this **Policy** will be English Law and any dispute concerning the interpretation of this **Policy** shall be subject to the jurisdiction of the courts of England and Wales.

Complaints Procedure

The **Company** is committed to providing the **Policyholder** with the very highest level of service at all times However if the **Policyholder** feels that the **Company's** service has fallen short of their expectation the **Policyholder** may contact the **Company** at any time with their complaint.

The first point of contact should be either the **Policyholder's** insurance advisor who arranged the **Policy** at their address or the **Company** at the contact details given below

Company: Tokio Marine Europe Insurance Limited
Address: 150 Leadenhall Street London EC3V 4TE
Telephone: 0207283 8844

The **Company** will aim to answer the complaint as quickly as possible and hope to resolve the issue by the close of the working day following the complaint.

If this cannot be done the **Company** will follow the procedure laid out below

The **Company** will acknowledge the complaint within 5 working days and hope to include in this letter a resolution to the complaint

If a more detailed investigation is required the **Company** will aim to return to the **Policyholder** within four weeks of their initial complaint with the **Company's** resolution. If this is not possible the **Company** will write to the **Policyholder** within four weeks and explain why the issue has not yet been resolved and give a likely timescale of when our investigation will be concluded.

If the complaint requires a particularly complex investigation the **Company** may need eight weeks to conclude the investigation. If the **Company** have not completed the Investigation within eight weeks the **Company** will write to the **Policyholder** again with an explanation.

Where the **Policyholder** is unsatisfied with the **Company's** response to resolve the complaint and the **Policyholder's** annual turnover is less than GBP 1,000,000 then the **Policyholder** may refer the complaint to the Financial Ombudsman Service at the address below.

Address: South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone: 0845 080 1800

Website: www.financial-ombudsman.org.uk

Email: Complaint.info@financial-ombudsman.org.uk

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INTRODUCTION

Please read this Policy and the Schedule that forms part of the Policy to ensure that it meets with your requirements. If it is incorrect please return it immediately for alteration.

This Insurance is provided in return for the premium paid to the Insurers for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured pays and the Insurers agree to accept the premium and subject to the policy terms and conditions.

The Policy the Schedule (including any Schedule issued in substitution) and any memoranda shall be considered as one document and any word or expression to which a specific meaning has been attached bears such meaning wherever it appears.

Where the Policy includes Property Damage Insurance and Legal Liabilities Insurance each of these shall be considered as one document and any word or expression to which a specific meaning has been attached in either of these parts bears such meaning only in relation to the part in which it appears.

The proposal form or underwriting submission accepted by the Insurers, including all information provided in connection with it, forms the basis of this insurance and is incorporated into it. The Insured must ensure that all statements they make are accurate and that they have not withheld any material facts otherwise this insurance may be avoided.

The Insured must inform the Insurers on becoming aware of any change in circumstances during the period of insurance that will materially affect this insurance. If the Insured is in any doubt the Insured should consult their professional adviser or the Insurers.

This Policy shall not be in force unless it has been signed by an authorised official of the Insurers named in the Schedule.

Choice of Law

The appropriate law as set out below will apply unless it is agreed otherwise

1. The law applying in that part of the United Kingdom Channel Islands or Isle of Man in which you live of (if applicable) the first named policyholder normally lives or
2. In the case of a business the law applying in that part of the United Kingdom Channel Islands or Isle of Man where you have your principal place of business or
3. Should neither of the above be applicable the law of England and Wales

This Insurance applies in respect of the Insured's premises situated in the United Kingdom and insofar as this insurance extends to include property at other locations elsewhere in the United Kingdom and the Republic of Ireland

Unless otherwise stated to the contrary the term United Kingdom shall mean Great Britain Northern Ireland the Isle of Man and the Channel Islands

.....
Signed for and on behalf of the Insurers
named in the Schedule.

Policy Conditions

Each Section of the Policy contains conditions. They must be read in conjunction with the following Policy Conditions that apply to all Sections unless otherwise stated

Alteration of Risk

This insurance shall be avoided at The Insurers option with respect to any Buildings insured or The Business in regard to which there be any alteration after the commencement of this insurance which increases the risk of loss liability destruction or damage accident or injury or whereby the interest of the Insured ceases except by will or operation of law unless admitted by the Insurers in writing

Arbitration

If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall 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 Insurers

Claims Procedure

The Insurers shall not be liable to pay any claim under this insurance unless the Insured comply with all of the following requirements

The Insured must

- a) notify the Insurers immediately of any Damage which may give rise to a claim
- b) notify the police immediately they become aware that a crime or malicious act has been committed
- c) make every reasonable effort to prevent further Damage and to minimise any loss or Damage and take appropriate emergency measures immediately as required to reduce any claim the Insured must keep any invoices which are to form part of the claim
- d) give the Insurers an opportunity wherever practical to inspect the damage before work begins so that the Insurers may approve any estimate for repair work
- e) notify the Insurers as soon as reasonably possible in writing and on no account later than 60 days after the date of the incident of any loss or damage (seven days in the case of Damage caused by any criminal or malicious act) or within such further time as the Insurers may allow
- f) provide at their own expense a statutory declaration of the truth of the claim and of any matters connected with it if requested by the Insurers
- g) provide details of any other insurances covering any of the property damaged
- h) provide at their own expense all such proofs and information relating to the claim as may reasonably be required
- i) allow the Insurers or any person authorised by them to enter take or keep possession of the premises without thereby incurring liability or diminishing any of the Insurer's rights under this policy
- j) carry out reinstatement not make or allow to be made on their behalf any admission offer promise payment or indemnity without the written consent of the Insurers
- k) immediately forward to the Insurers every letter claim writ summons and process immediately upon receipt without acknowledgement
- l) advise the Insurers in writing immediately they have any knowledge of any impending prosecution inquest Fatal Accident or Ministry Enquiry

- m) allow the Insurer to take over and conduct in the Insured's name the defence or settlement of any claim
The Insured will also allow or restoration with reasonable despatch
- n) the Insurer to prosecute at their own expense and for the Insurers own benefit any claim for indemnity or compensation against any other person and give the Insurer all information and assistance required

No property may be abandoned to the Insurers whether taken possession of by the Insurers or not

Contribution

Applicable to Property Damage Section only

If at the time of any Damage there is any other insurance effected by or on behalf of the Insured covering any of the property damaged the liability of the Insurers hereunder shall be limited to its rateable proportion of such Damage

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably the liability of the Insurers hereunder shall be limited to that proportion of the Damage which the sum insured under this Policy bears to the value of the property insured

Applicable to Legal Liabilities Section only

If the insurance provided by this Section is also covered by another policy (or would be but for the existence of this Section) the Insurer will only indemnify the Insured in respect of any excess beyond the amount which would be payable under such other Insurance had this section not been effected

Discharge of Liability

The Insurer may at any time pay

- a) the limit of Indemnity
or
- b) the Sum Insured
or
- c) a smaller amount for which a claim can be settled

after deduction of any sum already paid

The Insurer will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with the Insurers consent

Fraud

All benefit under the Policy shall be forfeited by any Insured or Composite Insured if:

- a) any claim made by that same Insured or Composite Insured is in any respect fraudulent
- b) fraudulent means are used by that same Insured or Composite Insured or anyone acting on their behalf to obtain any benefit under this Policy
- c) any Damage is caused by the wilful act or with the connivance of that same Insured or Composite Insured

Policy Voidable

This insurance shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material particular

Reasonable Precautions

- a) The Insured shall take all reasonable precautions to:
 - (i) maintain the Buildings in good condition and repair
 - (ii) prevent Damage as insured by this Policy
 - (iii) prevent accident or injury to any person or loss destruction or damage to their property
- b) take reasonable steps to comply with statutory requirements obligations or regulations imposed by any authority
- c) as soon as possible after discovery cause any 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

Subrogation

Any claimant under this insurance shall at the request and at the expense of the Insurers take and permit to be taken all necessary steps in the name of the Insured for enforcing rights or remedies or to obtain relief or indemnity against any other party from other parties to which the Insurers become entitled or subrogated because of payment for or making good Damage as insured by this policy before or after any payment is made by the Insurers

General Conditions Applicable to Property Damage Insurance

Change of Risk

The Insured shall advise the Insurers as soon as they become aware of:

- a) any building demolition or excavation work being carried out on any adjoining site:-
- b) any work to be or being carried out in or on the Buildings or the site on which the Buildings stand (other than minor repairs or alterations or general maintenance work) which increases the risk of Damage as insured by the Policy
- c) any change in the occupation of the Buildings

Composite insured

Where any party or parties are noted as being Composite Insured in the Schedule to this Policy then any non disclosure misrepresentation or failure to comply with policy conditions on their part or on the part of the Insured shall not prejudice the rights of the other party or parties provided that the other party or parties shall immediately on becoming aware of such non disclosure misrepresentation or failure to comply with policy conditions give notice in writing to the Insurers

Fire Protection Equipment

The Insured shall take all reasonable measures to ensure that

- a) any sprinkler or alarm installation or other fire protection equipment for which a reduced premium rate is allowed is maintained in efficient working order
- b) the routine tests prescribed by the Insurers are carried out and any defects revealed by such tests are promptly remedied
- c) the Insurers' consent is obtained to any proposed changes repairs or alterations to any sprinkler or alarm installation

In the event that part of a sprinkler or alarm installation has to be taken out of service whilst building alterations or repairs are being carried out the Insured shall not be obliged to notify the Insurers or pay any additional premium provided that:

- (i) the out of service period shall not exceed one continuous calendar month or thirty days in total in any one period of insurance
- (ii) the Insured will take all reasonable measures to minimise the risk of Damage by Fire and will adhere to the recommended precautions set out on the Sprinkler Test Cards or elsewhere relating to de-activation of such installations

Subrogation Waiver

In the event of a claim under this Section the Insurers shall not enforce any rights against

- a) a tenant or lessee in respect of Damage to the part of the Buildings in the demise of that tenant or lessee or to common parts of the Buildings unless the Damage arises out of a criminal fraudulent or malicious act by the tenant or lessee
- b) any company being of or subsidiary to the Insured or any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary in each case within the meaning of section 736 and 744 of the Companies Act 1985 or articles 2 and 4 of the Companies (Northern Ireland) Order 1986

Warranties

Every warranty shall from the time the warranty attaches apply and continue to apply during the whole currency of this insurance

Non-compliance with any such warranty insofar as it increases the risk of Damage as insured by the Policy shall be a bar to any claim in respect of such Damage provided that whenever this insurance is renewed a claim in respect of Damage occurring at or after inception of the new period of insurance shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period

Property Damage Insurance

If any Buildings suffer Damage by any of the Covers insured the Insurers will pay to the Insured the amount of loss in accordance with the provisions of the insurance provided that the Insurers' liability in any one Period of Insurance shall not exceed

- in respect of each item on Buildings the Sum Insured with the insurance provided in respect of additional sprinkler costs contract works and of Value Added Tax being over and above the sum insured on Buildings
- in respect of each item on Rent 200% of the sum insured
- in respect of each item on Revenue 200% of the sum insured
- any other stated Limit of Liability

The total amount payable by the Insurers in respect of any of the Covers irrespective of the number of parties insured by this policy having a claim under this Policy in respect of such covers shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability

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

Definition

Damage

For the purpose of this insurance Damage shall mean loss destruction or damage

Property Covers Insured

The following are the Covers insured

- 1
 - a) **Fire**
 - b) **Explosion** excluding Damage caused by the bursting of any boiler or other plant which belongs to or is under the control of the Insured and in which internal pressure is due to steam only unless the boiler plant or gas is being used for domestic purposes only
 - c) **Lightning**
 - d) **Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake**
- 3 **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances**
- 4 **Malicious persons and acts of vandalism** excluding the Insured's Contribution as shown in the Schedule
- 5 **Storm or flood** excluding
 - a) the Insured's Contribution as shown in the Schedule
 - b) Damage attributable solely to change in the water table level
 - c) Damage caused by frost
 - d) Damage to fences and gates unless caused by falling trees or other items or unless there is Damage to structural parts of the Buildings at the same time
 - e) Damage to trees plants shrubs and turf unless there is Damage to structural parts of the Buildings at the same time
- 6 **Escape of water or oil from any tank apparatus pipe or appliance** excluding
 - a) the Insured's Contribution as shown in the Schedule
 - b) Damage by water discharged or leaking from an automatic sprinkler installationbut including

the cost of repairing or replacing tanks apparatus pipes or appliances which have been damaged by freezing

and

the cost necessarily and reasonably incurred of locating the source of the Damage and subsequently making good
- 7 **Impact by any mechanically propelled vehicle or any article falling therefrom or any animal** excluding the Insured's Contribution as shown in the Schedule
- 8 **Escape of water from any automatic sprinkler installation** excluding Damage by freezing in any building which is empty disused or unoccupied unless the installation is operational with the prior agreement of the Insurers
- 9 **Theft or attempted theft** excluding any loss which the Insured is able to recover from another source and excluding the Insured's Contribution as shown in the Schedule
- 10 **Subsidence or ground heave of the site on which the Buildings stand or landslip** excluding
 - a) the Insured's Contribution as shown in the Schedule
 - b) Damage arising from:
 - i) coastal or river erosion
 - ii) normal settlement or bedding down of new structures at the premises

- c) Damage resulting from:
 - i) the construction demolition structural alteration or structural repair of any property
 - ii) groundworks or excavation works
 - iii) settlement or movement of made up ground

at the premises

- d) Damage that commenced prior to the granting of cover with the Insurers

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

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

12 Any other accidental damage excluding

- a) the Insured's Contribution as shown in the Schedule
- b) Damage by any of the causes expressly excluded from the Covers specified in paragraphs 1 to 11
- c) Damage caused by
 - i) its own defective design or the use of faulty materials or faulty or defective workmanship on the part of the Insured or any of the Insured's employees
 - ii) inherent vice latent defects
 - iii) gradual deterioration or wear and tear

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded

- d) Damage caused by
 - i) corrosion rust wet or dry rot marring scratching vermin insects
 - ii) change in texture or finish
 - iii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - iv) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates

but this shall not exclude

 - a) such Damage which itself results from other Damage and is not otherwise excluded
 - b) subsequent Damage which itself results from a cause not otherwise excluded
- e) Damage caused by
 - i) pollution or contamination unless resulting from a sudden identifiable unintended and unexpected cause which
 - a) occurs in its entirety at a specific moment in time and place during any one period of insurance
 - b) is not otherwise excluded

- ii) disappearance or unexplained loss
- f) Damage to
 - i) any building or structure caused by its own collapse or cracking
 - ii) any property or structure in course of construction or erection or undergoing structural alteration or structural repair or demolition

The Insurance Provided for Items on Buildings

Buildings shall mean

- buildings (including foundations)
- landlord's fixtures and fittings (including all machinery and plant and consumables used in connection with the premises) and tenants improvements for which the landlord is responsible in on or around the Buildings
- building management and security systems
- furnishings and other contents of common parts of the Buildings including seasonal items introduced to shopping centres
- gangways pedestrian malls and pedestrian access bridges
- walls gates fences and Services
- roads pavements car parks hardstanding and street furniture
- landscaping and recreational features including garden furniture ornaments and statues

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

Services shall mean

- telephone cables computer cables television cables electricity cables gas piping water mains drains sewers and the accessories to all these providing services to or from the Buildings and for which the Insured are responsible

The Insurance Provided

The Insurers will pay the following amounts in respect of Buildings or other items specified which have suffered Damage

a) **the cost of rebuilding** being

the cost incurred in rebuilding the Buildings (or of restoring the damaged parts or other items specified) to a condition substantially the same as but not better or more extensive than their condition when new

or if in the Schedule it is stated that the Alternative Basis of Settlement applies less an appropriate deduction for wear and tear

or if the Insured elects not to rebuild or restore the Buildings (and the Insurers do not exercise their option to rebuild)

the loss of market value being

the reduction in the market value of the Buildings immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable had the Buildings been rebuilt or repaired

or if rebuilding or restoration of the Buildings is frustrated altogether by the public authority responsible for granting planning permission

the loss of market value and capital sums payable being

the reduction in the market value of the insured's interest in the land and Buildings solely as a result of the Damage immediately following agreement by the Insurers that such frustration is unavoidable plus

any capital sums legally payable by the insured to any lessees under the terms of the lease or otherwise in consequence of such frustration

or if rebuilding or restoration of the Buildings is frustrated by the said public authority's refusal to allow a building of the same size and/or use

the cost of construction and the loss of market value and capital sums payable being

the cost of constructing a building to the extent permitted by the public authority

plus

the reduction in the market value of the insured's interest in the land and Buildings solely as a result of the Damage immediately following agreement by the Insurers that such frustration is unavoidable

plus

any capital sums legally payable by the insured to any lessees under the terms of the lease or otherwise in consequence of such frustration

provided that the Insured

- [i] have made every effort to regain the original planning consent
- [ii] shall not have nor had any reason to be aware of public authority requirements which could result in the Buildings not being repaired or restored in their original form

Where any payment made by the Insurers includes any capital sum for loss of market value the amount payable shall be reduced to take account of any compensation payable or allowance made to the insured

The Buildings may be wholly or partially rebuilt upon another site or rebuilt in any manner suitable to the requirements of the Insured provided in either case that the Insurers' liability is not thereby increased

b) **the cost of complying with European Union and Public Authorities' Stipulations** being

such additional cost of rebuilding or repair as may be incurred with the Insurers' consent in complying with stipulations first imposed upon the Insured following the Damage in respect of both damaged and undamaged portions thereof excluding costs incurred in complying with stipulations in respect of Damage which occurred prior to the granting of cover with the Insurers

Stipulations shall mean

European Union Legislation or Building Regulations or public authority or other statutory requirements

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

c) **the costs associated with clearing and securing the Building resulting from Damage** being

the cost incurred with the Insurers' consent in

- i) securing shoring up boarding up weatherproofing or propping the Buildings to make them safe
- ii) dismantling demolition and removal of debris
- iii) clearing cleaning and repairing Services
- iv) cleaning up pollution or contamination of the Buildings or the site on which the Buildings stand excluding pollution or contamination which existed prior to the Damage and subject to the Insurer's liability for such costs not exceeding £1,000,000 any one occurrence and in the aggregate in any one Period of Insurance

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

d) **the cost of replanting trees shrubs plants and turf used in landscaping** being

the cost incurred in restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established

e) **the cost of professional fees** being

those necessarily incurred in the rebuilding or repair with the consent of the Insurers but not for preparing the claims

The cost of professional fees shall include the reasonable fees of managing agents when

they are in respect of work of benefit to the Insurers

they relate to work that is necessary for repair or reinstatement

they have been agreed with the Insurers in advance

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

f) **the additional sprinkler costs** being

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

g) **the extinguishment and alarm resetting expenses** being

the reasonable costs incurred by the Insured with the Insurer's consent in

i) refilling fire extinguishing appliances

ii) recharging gas flooding systems

iii) replacing used sprinkler heads

iv) refilling sprinkler tanks where costs are metered

v) resetting fire and intruder alarms and closed circuit television systems

h) **the cost of additional metered water electricity or gas charges** being

those incurred by the Insured as a result of Damage except those in respect of any loss that has not been discovered and remedial action taken within 30 days of occurrence of the Damage subject to the Insurer's liability not exceeding £25,000 any one claim

i) **a) the cost of any insurance premiums** being

those necessarily and reasonably incurred by the Insured in arranging contract works policies with the Insurers or in continuing any pre-existing Latent Defects Policies

b) the cost of Technical Agents Fees being

those necessarily and reasonably incurred by the Insured in continuing any pre-existing Latent Defects Policies

The Insurer's liability under a) and b) above is limited to £10,000 any one claim

except that in the event of underinsurance the amount payable shall be adjusted in accordance with the Provision on Underinsurance

Provisions Applicable to Items on Buildings

Buildings awaiting Demolition

If at the time of the Damage any Buildings are awaiting demolition the liability of the Insurers shall be limited to the additional cost of removing debris as detailed in Insurance Provided paragraph c) for Items on Buildings that are incurred by the Insured solely as a result of such Damage

Buildings awaiting Refurbishment Redevelopment or Renovation

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

Contractors Interest

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

Contract Works

The insurance by each Item on Buildings includes any contract works and unfixed goods and materials introduced to the site of the Buildings for the purposes of alterations or improvements to the Buildings for which the Insured has contracted to arrange cover subject to the contract price not exceeding £100,000 excluding VAT and subject to an overall limit of £100,000 any one loss The cover excludes the first £250 of each and every loss and the insurance by this Provision only applies in so far as the property is not otherwise insured

Designation of Property

For the purpose of determining whether any item falls within the definition of Buildings the Insurers will accept the designation under which such property has been entered in the Insured's books or which has been used by the Insured in computing the sums insured. All items for which the Insured is responsible under the terms of the lease are also accepted as falling within the definition of Buildings

Explosion of Steam Pressure Plant

Notwithstanding anything contained in Cover 1b) this Policy extends to include Damage to Buildings insured with a Declared Value in excess of £1,000,000 resulting from the bursting of any boiler or other plant which belongs to or is under the control of the Insured and in which internal pressure is due to steam only and which is not caused by any boiler or gas used for domestic purposes provided that the Insurer's liability shall not exceed £4,000,000 any one claim in excess of £1,000,000 any one claim and provided that a separate Engineering insurance is in force for that £1,000,000 excess and that the plant is regularly inspected by an independent competent engineer in accordance with statutory requirements

Fly Tipping

The insurance on Buildings extends to include the reasonable costs of clearing and removing any property illegally deposited in or around the premises subject to the Insurer's liability not exceeding £5,000 any one occurrence and £50,000 in the aggregate in any period of insurance and excluding the first £500 of each and every claim

The liability of the Insurers in respect of this Provision shall not exceed £25,000 in the aggregate in any one Period of Insurance

Further Investigation Expenses

Where a Building has suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Building which is not immediately apparent the Insurers will pay the reasonable costs incurred by the Insured with the Insurers' prior consent in establishing whether or not such Damage has occurred. The Insurers will pay the reasonable costs incurred by the Insured in establishing whether or not other Buildings in the vicinity owned or leased by them for which they are responsible have suffered Damage in the same incident but only if such Buildings are subsequently found to have suffered such Damage for which the Insurers are liable.

Insurers' Option to Rebuild

The Insurers may at its option rebuild or restore the Buildings destroyed or portions damaged but is not bound to rebuild or restore the property exactly or completely and only as circumstances permit and in reasonably sufficient manner the Insured will give the Insurers all plans documents books and information at their own expense that the Insurers may reasonably require to carry out this work.

Loss of or Duplication of Keys

The Insurers will pay the reasonable cost of replacement locks and keys in respect of doors and windows for which the Insured is responsible necessary to maintain the security of the premises.

- a) following the accidental loss of keys
 - b) where there is reasonable evidence that such keys have been copied by an unauthorised person
- subject to the Insurers' liability not exceeding £50,000 any one claim.

Loss Minimisation and Prevention Expenditure

The Insurers will pay the costs and expenses necessarily and reasonably incurred by or on behalf of the Insured to

- a) prevent or minimise further insured Damage at the premises
- b) prevent Damage threatened by the illegal deposit of combustible property in on or around the premises

Provided that such costs are

- i) as a direct result of or directly related to the Damage or threatened Damage
- ii) not more specifically insured under this or any other policy bond indemnity security or other legally binding contract
- ii) incurred with the Insurers' consent

For the purpose of this clause the Insurers' liability shall not exceed £25,000 in respect of any one Period of Insurance and shall be subject to an Insured's Contribution of 10% or £250 whichever is the greater.

Non Invalidation

Mortgagees Freeholders and Lessors not otherwise protected by being an Insured or a Composite Insured shall not be prejudiced by any increase in the risk of Damage resulting from any alteration act or omission by any mortgagors lessees or occupiers provided such increase in risk is without their prior knowledge or authority and that the Insurers are notified immediately they become aware of such increase in risk and the Insured pays any additional premium required.

Reinstatement to Match

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

Removal of Insect Nests

The Insurers will pay the reasonable costs incurred by the Insured in removing wasp bee hornet or other harmful insect nests from Buildings insured under this policy

Removal of Tenants' Debris

The insurance on costs associated with clearing and securing the Building following Damage includes such costs necessarily and reasonably incurred by the Insured in respect of tenants' debris subject to such costs being agreed with the Insurers' consent and not otherwise recoverable by the Insured

Removal of Vermin

The Insurers will pay the reasonable costs incurred by the Insured where they are required by a local authority or similar body to have vermin removed from any Buildings insured under this policy

Seventy Two Hour Provision

In respect of Covers 5 6 and 8 only Damage occurring continuously or intermittently during any period of 72 hours shall be deemed to constitute one loss under the Policy for the purpose of the payment of any Contribution that the Insured cannot recover

Temporary Removal

The Insurance includes any parts of the Buildings temporarily removed for cleaning renovation or repair or display or similar purposes but only to the extent that they are not otherwise insured

Unauthorised Use of Electricity Gas, Water or Oil

The Insurers will pay the cost of metered electricity gas or water or oil for which the Insured are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the premises without the Insured's authority subject to the Insurer's liability not exceeding £25,000 any one claim and only if the premises have been inspected weekly by a responsible person on behalf of the Insured and all practicable steps are taken to terminate such unauthorised use as soon as it is discovered

Underinsurance Provision (Buildings)

If at the time Damage occurs the Declared Value by any item is less than the Day One Rebuilding Value the Insurers' liability for any loss shall be limited to that proportion of the amount otherwise payable which the Declared Value bears to the Day One Rebuilding Value

Declared Value shall mean:

the base value shown in brackets by or below the sum insured such value excluding any provision for inflation

Day One Rebuilding Value shall mean:

the total of the costs a) b) c) and e) (at the level of costs applying at the commencement of the period of insurance) in rebuilding the Buildings

to a condition substantially the same as their condition when new
or if in the Schedule it is stated that the Alternative Basis of Settlement applies

after an appropriate deduction for wear and tear

Blanket Basis

If the sums insured by this policy are based upon valuations that have been carried out by or under the supervision of a Fellow or Associate member of the Royal Institute of Chartered Surveyors not more than four years prior to the date of the Damage with annual reviews in the interim based on the Rebuilding Cost Index then for the purpose of applying this provision the Declared Value shall mean:

the total of the base values shown in brackets by or below the sums insured on all Buildings insured such values excluding any provision for inflation

Value Added Tax

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

- 1 (a) the Insured's liability for such tax arises solely as a result of the reinstatement or repair of the Buildings to which such Item relates following Damage
- (b) the Insurers have paid or agreed to pay for such Damage
- (c) if payment made by the Insurers in respect of reinstatement or repair of such Damage shall be less than the actual cost of reinstatement or repair any payment under this provision resulting from the Damage shall be reduced in like proportion
- 2 the Insured's liability for such tax does not arise from the replacement Buildings having greater floor area than or being better or more extensive than the destroyed or damaged buildings
- 3 where an option to reinstate on another site is exercised the Insurers' liability under this provision shall not exceed the amount of tax that would have been payable had the Buildings been rebuilt on its original site
- 4 the Insurers' liability under this provision shall not include amounts payable by the Insured as penalties or interest for non-payment or late payment of tax

Provisions to the contrary elsewhere in this Policy are over-ridden as follows in respect of those Items to which this provision applies

- i) for the purpose of the Provision on Underinsurance rebuilding costs shall be exclusive of Value Added Tax
- ii) the liability of the Insurers may exceed the Sum Insured by an Item or in the whole the total Sum Insured where such excess is solely in respect of Value Added Tax

The Insurance Provided for Items on Rent

The Insurers will pay in respect of Buildings that have suffered Damage

a) **the loss of Rent** being

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

b) **the cost of reletting** being

the legal and other costs necessarily and reasonably incurred with the Insurer's consent from the date of the Damage until the expiry of the Indemnity Period in reletting the Buildings solely in consequence of the Damage

c) **the additional expenditure** being

- i) the expenditure (other than that recoverable under b above) necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss of Rent during the Indemnity Period but not exceeding the amount of the reduction avoided by such expenditure
- ii) the further expenditure including but not limited to business rates payable to public authorities necessarily and reasonably incurred by the Insured with the Insurers' consent which but for the Damage would have been payable by lessees during the Indemnity Period

d) **accelerated reinstatement expenditure** being

the further additional expenditure (other than that recoverable under b & c above) necessarily and reasonably incurred during the Indemnity Period in consequence of the Damage solely to avoid or minimise any loss of Rent not recoverable by the Insured under this or any other policy during the period of twelve months immediately after the expiry of the Indemnity Period but not exceeding the loss of rent thereby avoided during that period of twelve months by the Insured

except that in the event of underinsurance the amount payable shall be adjusted in accordance with the Underinsurance Provision

e) **additional increased cost of working**

where a sum insured is shown against this item in the Schedule this insurance extends to include the expenditure (other than that recoverable under c above) necessarily and reasonable incurred in consequence of the Damage solely to avoid or minimise the loss of Rent or to comply with lease or service obligations during the Indemnity Period

f) **advanced rent**

where a sum insured is shown against this item in the Schedule this insurance extends to include rent which but for the Damage would have been receivable during the Indemnity Period in respect of buildings in course of erection redevelopment refurbishment or fitting out for future occupation which are not already specifically referred to in the Schedule nor specifically insured elsewhere

When adjusting the Insured's claim in respect of premises where there is no lease or licence in force, account shall be taken of any negotiations the Insured have had with prospective tenants both before and after the Damage, demand for similar accommodation in the area and allowance will be made for all extraordinary and other circumstances of the Business including but not limited to fluctuations in market conditions

The Insurance Provided for Items on Revenue

The Insurers will pay in respect of Buildings that have suffered Damage

- a) **the loss of Revenue** being the actual amount of the reduction in the revenue receivable by the Insured during the Indemnity Period solely in consequence of the Damage less any
 - i) savings that result from reduced purchases and costs relative thereto
 - ii) revenue received from the provision of services at alternative premises during the same period
- b) **the additional expenditure** being the expenditure (other than that recoverable under a) ii) above necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss of Revenue during the Indemnity Period but not exceeding the amount of the reduction in Revenue avoided by such expenditure

Revenue shall mean the income received by the Insured in respect of car parking fees, direct trading commission, credit cards or the provision of customer services and such other sources as are disclosed to Insurers

The amount payable under a) and b) above shall be adjusted to provide for all circumstances affecting the Revenue either before or after the Damage or which would have affected the Revenue had the Damage not occurred

In the event of underinsurance the amount payable shall be further adjusted in accordance with the Underinsurance Provision

Provisions Applicable to Items on Rent and Revenue

Break Clauses

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

Buildings Awaiting Letting at Commencement of Period of Insurance

If at the time of the Damage any Buildings referred to in the Schedule have been newly leased since commencement of the period of insurance but no sum insured on Rent or Revenue has been allocated to the new tenancy the insurance extends to include such Rent or Revenue for a total sum not exceeding £500,000 per annum for a Maximum Indemnity Period of three years

Buildings Awaiting Sale

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

- a) during the period prior to the date upon which but for the Damage the Buildings would have been sold -

the loss of Rent being

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

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

the loss in respect of interest being

- i) the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the Business the rate of interest not to be more than 4% above the Bank of England base rate applying during the Indemnity Period
- ii) the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided under i)

less any amount receivable in respect of Rent

- c) **the additional expenditure being**

- i) the expenditure necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss payable under a) or b) immediately above but not exceeding the amount of loss avoided by such expenditure
- ii) the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the Damage but not exceeding either an amount equivalent to the expenditure incurred immediately prior to the Damage or £50,000 whichever is the less except
- the amount payable shall be adjusted to provide for any benefit derived by the Insured from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by the Insured
 - in the event of underinsurance the amount payable shall be adjusted in accordance with the Underinsurance Provision

Contingency Rent (excluding Legionellosis Cleaning Costs) for Landlords Protection

Where there is provision in the lease agreed between the landlord and tenant of the Buildings for an abatement of rent in the event of any loss as described below or where the rent receivable by the landlord is reduced as a direct consequence of the turnover of the lessee's business being reduced by any such loss or in respect of any premises where there is no lease or license in force at the date of any such loss the insurance by the Item on Rent is extended to include the following subject to the Insurers' Liability not exceeding £1,000,000 any one claim

Denial of Access

Loss as insured caused by prevention or hindrance of access to the Buildings or prevention of use of the Buildings in consequence of any property or rights of way in the immediate vicinity of the Buildings

a) suffering Damage

or being

- b) unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers
- c) thought to contain or actually containing a harmful device provided that the police are immediately informed
- d) closed down or sealed off in accordance with instructions issued by the police or by any other statutory body except where the cause of such closure or sealing off is
 - i) the condition of the Buildings or the business carried on within the Buildings
 - ii) the Insured or lessee's non-compliance with a prior order of the police or any statutory body
 - iii) action taken as a result of drought or diseases or other hazards to health

provided that

(a) the Insurers shall not be liable for

- i) loss arising from any cause within the control of the Insured or lessee
- ii) loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear

Failure of Utilities

Loss as insured caused by the failure of the supply of

- a) electricity at the terminal ends of the supply authority's service feeders at the Buildings
- b) gas at the supply authority's meters at the Buildings
- c) water at the supply authority's main stop cock serving the Buildings
- d) land based telecommunications

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

The Insurer's limit of liability is £100,000

Notifiable Disease Vermin Defective Sanitary Arrangements Murder & Suicide

a) Loss as insured caused by

- i) any occurrence of Notifiable Disease (as defined below) at the Buildings or attributable to food or drink supplied from the Buildings
- ii) any discovery of an organism at the Buildings likely to result in the occurrence of a Notifiable Disease (as defined below) at the Buildings
- b) the discovery of vermin or pests at the Buildings that causes restrictions on the use of the Buildings on the order or advice of a competent public authority
- c) any accident causing defects in the drains or other sanitary arrangements at the Buildings which causes restrictions on the use of the Buildings on the order or advice of a competent public authority
- d) any occurrence of murder or suicide at the Buildings

Definition

Notifiable Disease shall mean injury or illness sustained by any person resulting from

- i) food or drink poisoning or
- ii) Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral, Hepatitis, Whooping Cough, Yellow Fever

For the purpose of this provision the Indemnity Period shall commence-

- i) in the case of a) and d) above with the occurrence or discovery of the incident
- ii) in the case of b) and c) above with the date from which the restrictions on the Buildings are applied

The Insurers are not liable under this provision for any costs incurred in the cleaning repair replacement recall or checking of property

The Insurers are not liable under this provision for loss arising at Buildings that are not directly subject to the occurrence or incident

Full Explosion

The insurance by each Item on Rent and Revenue includes Damage caused by the bursting of steam pressure vessels

Insurance Premiums

Rent is deemed to include insurance premiums only where there is a cesser clause in the lease that enables the lessee to cease paying such premiums or part thereof in the event of Damage

Loss of Attraction

The insurance by each item on Rent includes loss as insured caused by Damage to buildings or other property in the immediate vicinity of the premises which would have such an effect on the business carried on at the premises that

- an agreement to lease the premises or any part of the premises in course of negotiation or review is avoided or amended and the rent receivable by the Insured is reduced
- the turnover of any Lessee's business is affected and rent receivable by the Insured is reduced

subject to the Insurers' Liability not exceeding £1,000,000 any one claim

Loss of Investment Income on Late Payment of Rent

If as a result of Damage the Insurers are paying indemnity in respect of loss of Rent and the payment by the Insurers to the Insured is made later than the date upon which the Insured would normally have expected to receive the rent from a lessee the Insurers will pay a further sum representing the investment interest lost to the Insured during the delay period

Managing Agents and Insured's Own Premises

The insurance by each item on Rent includes loss as insured resulting solely from Damage by any of the Covers insured to buildings or other property at any location in the United Kingdom owned or occupied by the Insured or their managing agents for the purposes of their business in consequence of which rent receivable by the Insured is reduced subject to the Insurers' Liability not exceeding £1,000,000 any one claim

Payments on Account

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

Prevention of Access

The Insurance by each item on Rent and Revenue includes loss as insured caused by prevention or hindrance of access to the Buildings or prevention of use of the Buildings in consequence of an occurrence of a Cover insured in the immediate vicinity of the Buildings

Professional Accountants and Legal Fees

In respect of each item on Rent and Revenue if any of the Buildings suffer Damage the Insurers will pay the reasonable charges payable by the Insured and incurred with the consent of the Insurers to

- their professional accountants for producing such information as may be required by the Insurers under the terms of Claims Conditions 1 applicable to Property Damage Insurance and for reporting that such information is in accordance with the Insured's accounts
- their lawyers for determining their contractual rights under any Rent Cesser Clause or Insurance Break Clause contained in the lease

but not for any other purpose in the preparation of any claim

Rent Free Period

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

Rent of Residential Property

In the event that Buildings occupied solely or at least 80% for residential purposes suffer Damage and no Sum Insured on Rent for the residential portions has been allocated then this insurance extends to include such loss of Rent including the cost of re-letting and any additional expenditure as detailed above

For the purposes of the cover by this provision

- Indemnity Period shall mean the maximum period of three years from the date of the Damage for which the Insurers shall be liable to pay any loss
- The Underinsurance provision is deleted

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

The Insurers' liability under this provision shall not exceed 20% of the sum insured applicable to the residential building or residential portion of the building concerned

Turnover Rent

In respect of premises where the Insured's rental income is partly derived or to be derived from a turnover rent the sum insured on Rent is automatically increased by up to 25% solely to allow for such turnover rent subject to the Insured having identified such premises to the Insurers at the commencement of each period of insurance

Underinsurance Provision (Rent) - Blanket basis

If at the time Damage occurs the total sum insured on Rent is less than the Day One Rental Value the Insurers' liability for any loss shall be limited to that proportion of the amount otherwise payable which the sum insured bears to the Day One Rental Value

Day One Rental Value shall mean:

| | | |
|--|---|------------------|
| the actual annual rent at the commencement of |) | in each case the |
| the period of insurance or if the Buildings are |) | amount to be |
| untenanted at that date- |) | proportionately |
| the annual rent at which they are expected to be |) | increased where |
| let- |) | the Indemnity |
| or if there is a Rent free period- |) | Period exceeds |
| The actual annual Rent which will be payable |) | one year |
| when the Rent free period ends |) | |

Underinsurance Provision (Revenue) - Blanket Basis

If at the time Damage occurs the total sum insured on Revenue is less than the actual Revenue received by the Insured during the financial year most nearly concurrent with the Period of Insurance less the cost of purchases relative thereto and proportionately increased where the Indemnity Period exceeds one year the Insurers' liability shall be proportionately reduced. Where the Business in respect of which the Revenue is earned has not been trading for a full financial year the actual annual Revenue shall be based on the Insured's estimates

Exclusions Applicable to Property Damage Insurance

This insurance does not cover

- a) Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- b) Damage occasioned by
 - i) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
 - ii) any action taken in controlling preventing suppressing or in any way relating to i) above
 - iii) nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority
- c) Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - i) directly or indirectly caused by or contributed to by or arising from
 - 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - ii) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
 - 1) dispersing radioactive material and/or ionising radiation
 - or
 - 2) using atomic or nuclear fission and/or fusion or other like reaction.
- d) Any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - i) Terrorism
 - ii) civil commotion in Northern Ireland
 - iii) any action taken in controlling preventing suppressing or in any way relating to i) and/or ii) above

Terrorism is defined as:

- i) In England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands)

acts of persons acting on behalf of or in connection with any organisation that 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
- ii) In any Territory not specified in i) above

any act or acts including but not limited to
 - a) the use or threat of force and/or violenceand/or

- b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

In any action suit or other proceedings where Norwich Union General Insurance allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section shall be upon the insured.

- e) Damage arising directly or indirectly from, or in connection with, or consisting of

- i) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section.

- 1) Property Damage
- 2) Rent and Revenue.

- ii) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

Claims will not be excluded in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under the policy

The following definitions apply in respect of this exclusion only

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

Data

All information which is

- 1) electronically stored, or
- 2) electronically represented, or
- 3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, 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 within, between or amongst networks.

Failure

Any partial or complete reduction in the

- 1) performance, or
- 2) availability, or
- 3) functionality, or
- 4) the ability to recognise or process any data or time,

of any

- (a) Computer and Electronic Equipment
- (b) electronic means of communication
- (c) web site.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Malicious Contingency

- 1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- 2) malicious persons other than thieves and Cyber Vandals.

Specified Contingency

fire
lightning
explosion
aircraft and other aerial devices or articles dropped from them
earthquake
storm or flood
escape of water from any tank apparatus or pipe
falling trees

impact
escape of fuel from any fixed oil heating installation

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

General Provisions applicable to Property Damage Insurance

Alterations and Additions to the premises including partial refurbishments and fit-outs

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

Buildings

the Declared Value and Sum Insured shall each be increased by such percentage as represents the value of the alterations or additions not exceeding either 20% or £2,000,000 whichever is the less

Rent

if the Rent receivable is to increase following completion of the alterations or additions the Insurers' liability shall be increased by the anticipated amount of the additional Rent or Revenue for the Indemnity Period insured not exceeding either 20% or £500,000 whichever is the less

Automatic Reinstatement of Sum Insured

In the absence of written notice by the Insurers or the Insured to the contrary within 30 days of the notification of any Damage the Sums Insured by this insurance will not be reduced by the amount of any loss subject to the Insured paying any appropriate additional premium on the amount of the loss

Contracting Purchaser's Interest

If at the time of any insured Damage the Insured shall have exchanged contracts to sell their interest in any Building insured the purchaser shall be included with the written consent of the Insured whether contained in the contract or subsequently given separately as a composite insured on the schedule to the policy from the date of exchange and shall be entitled to the benefit of the insurance on Buildings and Rent in respect of such Damage. This memorandum shall only apply if the purchase is subsequently completed and if the property is not otherwise insured at the time of the loss by the purchaser or on their behalf

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

General Interest Clause

The interests of freeholders lessees underlessees assignees and/or mortgagees of Property Insured by this Policy are noted in the insurance provided by the Policy subject to their names being disclosed to the Insurers by the Insured in the event of any claim arising

Extensions Applicable to Property Damage Insurance

Terrorism

(only applicable if shown in the Schedule as insured)

The following definitions apply to this Extension and will keep the same meaning wherever they appear in this Extension unless an alternative definition is stated to apply

Act of Terrorism

Act of persons acting on behalf of or in connection with any organisation that 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

Denial of Service Attack

Any actions or instruction constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems

This includes but is 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 or amongst networks

Hacking

Unauthorised access to any computer or other equipment component system or item which processes stores or retrieves data whether the Insured's property or not

Head of Cover

Any of the following types of direct insurance cover

- 1) Buildings and completed structures
- 2) Other property insured hereunder
- 3) Business Interruption

Private Individual

Any person other than

- 1) A company association or partnership
- 2) A trustee or body of trustees where insurance is arranged under the terms of a trust
- 3) A person who owns Residential Property for the purpose of their business as a sole trader
- 4) A person who owns Residential Property of which in excess of 20 per cent of the property is commercially occupied

Note:

- a) Where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the property is not a block of flats each will be deemed to be a Private Individual in respect of that same property

and

- b) Where two or more persons have arranged insurance on Residential Property in their several names and/or the name of the Insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the property insured they will be deemed to be a Private Individual in respect of that property

Residential Property

- 1) Private dwelling houses and flats
- 2) Household goods and personal effects

Treasury

The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority

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

This includes but is not limited to trojan horses worms and logic bombs

Terrorism Insurance

The Insurers will indemnify the Insured in respect of all losses arising under any of the Heads of Cover resulting from loss or destruction of or damage to property insured under the Property Damage Section directly caused by an Act of Terrorism occurring during the Period of Insurance at the Premises but only in England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands

The maximum the Insurers will pay under this Extension in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Property Damage Insurance where the Head of Cover is otherwise insured

Exceptions

The following exceptions apply to this Extension

- 1) The Insurers will not indemnify the Insured in respect of any losses arising under any of the Heads of Cover directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
 - (a) damage to any computer or other equipment component system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information programs or software) and whether the Insured's property or not where such damage is caused by Virus or Similar Mechanism Hacking or Denial of Service Attack
 - (b) riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 2) The Insurers will not indemnify the Insured in respect of losses arising under any of the Heads of Cover as a result of damage to or the destruction of Residential Property insured in the name of a Private Individual

Conditions

The following conditions apply to this Extension

- 1) The insurance provided by this Extension is subject to all the Definitions General Conditions Claims Procedure Provisions General Provisions and Extensions of the Property Damage Insurance except
 - (a) any which provide for adjustments of premium
 - (b) any aggregate limit on the amount borne by the Insured as a result of the operation of an Excess
 - (c) any provision for the automatic reinstatement of sums insured
 - (d) any Long Term Undertaking

and providing that if there is conflict between this Extension and the Property Damage Insurance this Extension will prevail

- 2) The Insurers will not indemnify the Insured under this Extension unless and until
 - (a) the Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism as defined in this Extension or in the event of the Treasury refusing to issue such a certificate
 - (b) a tribunal formed by agreement between the Insurers and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism as defined in this Extension
- 3) If in relation to any claim the Insured has failed to fulfil any of the following conditions the Insured will lose their right to indemnity or payment for that claim
 - (a) The Insured must declare to the Insurers all property and/or premises owned by the Insured or for which they are responsible including all such property and/or premises of subsidiary companies unless it is the practice of any subsidiary company to effect its own insurance
 - (b) The Insured must purchase terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises
- 4) In any action or suit or proceedings where the Insurers allege that any loss is not covered by this Extension the burden of proving that such loss is covered shall be upon the Insured

Automatic Cover - Newly Acquired/Newly Completed, Redeveloped or Refurbished Properties

(only applicable if shown in the Schedule as insured)

This insurance is extended to include cover

- a) from the date of exchange for premises newly acquired by the Insured
 - b) from the date of practical completion for premises previously covered under a construction policy in the United Kingdom to the extent that the Insured's interest is not protected by any other more specific insurance
- provided that
- a) as soon as reasonably practicable the Insured shall notify the Insurers in writing of each premises acquired/constructed/refurbished and arrange specific cover with the Insurers
 - b) this cover shall operate for a maximum period of 30 days from the date the Insured acquired their interest in the premises
 - c) this insurance shall not apply in respect of any cause or cover otherwise excluded from this Section of the Policy
 - d) the Insurers' liability any one claim for Buildings and Rent shall not exceed
 - i) £1,000,000 any one premises in respect of country mansions
 - ii) £5,000,000 any one premises in respect of Buildings occupied solely for office retail or residential purposes
 - iii) £5,000,000 any one premises in respect of Buildings occupied for any other purposes
 - e) in respect of any premises purchased for refurbishment or redevelopment the Alternative Basis of Settlement shall apply in respect of Buildings and in respect of any premises purchased for demolition the basis of settlement shall be the additional costs associated with clearing and securing the Building

Inadvertent Omission to Insure

(only applicable if shown in the Schedule as insured)

The Insurance provided by the Property Damage section of this policy extends to include any premises in the United Kingdom which the Insured own or which they are responsible to insure

- a) which the Insured has inadvertently failed to insure under this or any other Policy
- b) which the Insured has inadvertently failed to insure against all the Covers insured by the Property Damage section of this Policy

but the cover under this extension in respect of premises under b) is restricted to the uninsured Covers

provided that

- a) immediately on becoming aware of
 - i) any premises not insured the Insured shall arrange insurance with the Insurers with effect from inception of this Policy or any Policy this Policy has replaced or the date upon which the insurance should have been arranged whichever is the later
 - ii) any premises not insured for all the Covers insured by this Policy the Insured shall arrange insurance for the uninsured Covers with effect from inception of this Policy or any Policy this Policy has replaced or the date upon which the insurance should have been arranged whichever is the later
- b) this extension shall not apply to any premises covered under any Automatic Cover (Acquired/Newly Completed, Redeveloped or Refurbished Properties) Clause
- c) the Insurers' liability any one claim for Buildings and Rent shall not exceed
 - i) £1,000,000 any one premises in respect of country mansions
 - ii) £5,000,000 any one premises in respect of Buildings occupied solely for office retail or residential purposes
 - iii) £5,000,000 any one premises in respect of Buildings occupied for any other purposes
- d) in respect of any premises purchased for refurbishment or redevelopment the Alternative Basis of Settlement shall apply in respect of Buildings and in respect of any premises purchased and due for demolition the basis of settlement shall be the additional costs associated with clearing and securing the Building
- e) the insurance under this extension shall be subject to all the terms conditions and exclusions of the Policy

Third Party Failure to Insure

(only applicable if shown in the Schedule as insured)

The insurance provided by the Property Damage section of this Policy extends to include any premises in the United Kingdom owned or leased by the Insured which by virtue of lease requirements are required to be insured by another party and which that party has failed to insure

- a) against all the Covers insured by this Policy

or

- b) for a sufficient amount to provide for reinstatement of the Buildings and/or for adequate loss of Rent as provided for by this Policy

or where that party has invalidated the policy or the claim

provided that

- a) immediately on becoming aware of
 - i) any premises not insured for all the Covers insured by this Policy the Insured shall arrange insurance for the uninsured Covers
 - ii) any premises not insured for a sufficient amount to provide for reinstatement of the Buildings and loss of Rent the Insured shall arrange insurance for the amount of reinstatement and loss of Rent
 - iii) any facts or circumstances that might invalidate the policy or a claim the Insured shall notify Insurers accordingly
- b) this extension shall not apply to any premises covered under the Automatic Cover or Inadvertent Omission to Insure clauses and in respect of premises under i) above shall apply only for the Covers not insured by the third party's policy
- c) the Insurers' liability any one claim for Buildings and Rent shall not exceed
 - i) £1,000,000 any one premises in respect of country mansions
 - ii) £5,000,000 any one premises in respect of Buildings occupied solely for office retail or residential purposes
 - iii) £5,000,000 any one premises in respect of Buildings occupied for any other purposes

but in no case shall the liability of the Insurers exceed

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

or

the value of the Insured's interest in the premises

whichever is less

- d) there shall be in force at the time of Damage a valid and enforceable lease requiring the property to be insured against some or all of the Covers insured hereby
- e) the Insured has procedures in place to ensure that the third party effects and maintains adequate insurance and wherever possible the Insured's interest is noted and protected by a non-invalidation clause and lapse/cancellation notification undertaking
- f) the insurance under this provision shall be subject to all the terms conditions and exclusions of the policy with the exception of the Claims Condition Subrogation that is restated as follows

Any claimant under this insurance shall at the request of the Insurers take and permit to be taken all necessary steps in the name of the Insured for enforcing rights against any other party before or after any payment is made by the Insurers

The Insurers shall not enforce any rights against any Insured being Parent of or Subsidiary to the Insured in each case within the meaning of Sections 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986

- g) the Insurers shall not be liable for the amount of any excess or Insured's contribution

Privity of Contract

(only applicable if shown in the Schedule as insured)

The insurance provided by this Extension is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred with the Insurers' written consent) of the Insured included within the limits of liability stated

The insurance provided by the Property Damage section of this policy is extended to provide indemnity to the Insured

- a) against legal liability as former landlord or tenant to any landlord or tenant to insure repair or reinstate Damage to premises which
 - i) arises from a breach by any subsequent landlord or tenant of its obligations under a lease to insure repair or reinstate Damage to the premises such that the Insured is also thereby in breach of those obligations
 - and
 - ii) arises out of any claim which is first made in writing to the Insured during any Period of Insurance and notified to the Insurers
 - a) during
 - or
 - b) within 30 days after expiry of
- b) against legal liability for claimant's costs and expenses in connection with a) above
- c) in respect of
 - i) costs of legal representation at proceedings in any court arising out of any occurrence specified in a) above which may be the subject of indemnity under this extension
 - ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under a) above

incurred with the Insurers written consent

Provided that

- i) the indemnity shall not apply to legal liability arising out of any cause happening before (The Retroactive Date)
- ii) the Insurers' liability any one claim for Buildings and Rent shall not exceed
 - a) £1,000,000 any one premises in respect of country mansions
 - b) £5,000,000 any one premises in respect of Buildings occupied solely for office retail or residential purposes
 - c) £5,000,000 any one premises in respect of Buildings occupied for any other purposes
- iii) notwithstanding proviso a) above in no case shall the liability of the Insurers exceed the lesser of
 - a) the difference between
 - i) the amount payable under any insurance effected by any other landlord former landlord tenant former tenant or any other insurance of this type

and

- ii) the total cost of insurance repairs or reinstatement as provided by this Policy except in cases which fall within bii) below
 - b) the difference between
 - i) the amount payable under any insurance effected by any other landlord former landlord tenant former tenant or any other insurance of this type
 - and
 - ii) the amount payable by the Alternative Basis of Settlement under this Policy
- if at the date of the occurrence or event giving rise to such liability the premises is intended for renovation refurbishment or redevelopment
- c) in either of a) or b) above the Insurers' rateable portion of the Damage calculated according to the number of persons (whether or not insured) who have at the time held or who hold the reversion of the lease of the premises
 - d) the Insured must take all reasonable steps including but not limited to making or joining in any necessary application to court to obtain release from its liabilities as former landlord or tenant of the premises following disposal

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

Subject otherwise to the terms exclusions and conditions of this Policy

Legal Liabilities Insurance

Definitions

- a) Person Entitled to Indemnity shall mean
 - i) the Insured
 - ii) the personal representatives of the Insured in respect of legal liability incurred by the Insured
 - iii) at the request of the Insured
 - a) any principal for whom the Insured are carrying out a contract, to the extent required by the contract conditions
 - b) any director or partner of the Insured
 - c) any Person Employed
 - d) any plant owner to the extent required under the terms of Contractors Plant Association or similar hiring conditions
 - e) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
 - f) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured

against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured provided that

- i) the Insurers retain sole conduct and control of all claims
- ii) the total amount of indemnity payable to all parties does not to exceed the Limit of Indemnity

Each indemnified party will be subject to the terms of this Policy so far as they can apply

- b) Employee shall mean any individual under a contract of service or apprenticeship with the Insured
- c) Person Employed shall mean any
 - i) Employee)
 - ii) labour master and individuals supplied by him)
 - iii) individual employed by labour only sub-contractors)
 - iv) self employed individual (not being in partnership) while under the direct
 - with the Insured) control and supervision of
 - v) individual hired to or borrowed by the Insured) the Insured
 - vi) individual undertaking study or work experience)
 - while under the supervision of the Insured)
 - vii) working partners)
 - viii) voluntary helpers)
 - ix) prospective employees undergoing assessment)
- d) The Defined Territories shall mean

Great Britain Northern Ireland the Isle of Man the Channel Islands or offshore installations within the Continental Shelf around such territories

e) Injury shall mean

in respect of Employers' Liability

bodily injury death disease or illness and shall include but not by way of limitation mental injury mental anguish or shock

in respect of Public & Products Liability

bodily injury death disease illness and shall include but not by way of limitation mental injury mental anguish shock false arrest invasion of the right of privacy detention false imprisonment false eviction libel slander defamation of character

Provided that in respect of libel slander defamation of character

- i) the Limit of Liability of the Insurers shall not exceed £100,000 in the aggregate in the Period of Insurance
- ii) the Insured's Contribution will be ten percent of any claim subject to a minimum of £1,000

f) Property shall mean material property

g) Business shall mean that which is specified in the Schedule and conducted from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

- i) ownership development repair and maintenance of the Insured's owned leased or managed property
- ii) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services
- iii) attendance at or participation in or promotion of exhibitions trade fairs conferences or seminars or similar events
- iv) fire and security services maintained primarily for the protection of premises owned leased managed or occupied by the Insured
- v) private work undertaken by any Person Employed for any director partner or senior official of the Insured or Employee with the prior consent of the Insured
- vi) repair and maintenance of the Insured's own vehicles

but this Policy shall not insure any work undertaken Offshore

h) Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

i) Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

j) Insureds Contribution shall mean the amount or amounts shown in the Schedule which the Insured agrees to pay

k) Period of Insurance shall mean from the effective date until the expiry date shown in the Schedule or any subsequent period for which the Insurers accept payment for renewal of this Policy

l) Asbestos shall mean asbestos, asbestos fibres or any derivatives of asbestos

m) The Limit of Indemnity

The maximum amount stated in The Schedule which the Insurer will pay in respect of any one event or all events of a series consequent on or attributable to one original cause

In respect of

- i) Products Supplied
- ii) Pollution and Contamination

The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance

- n) Products Supplied shall mean

Anything which is manufactured sold supplied processed altered or treated repaired serviced or tested installed constructed erected or transported by the Insured on the Insured's behalf and is no longer in the custody or control of the Insured

Conditions applicable to Legal Liabilities Insurance

a) **Adjustment**

If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Insurers to inspect such record The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Insurers may require The Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to the Insured

b) **Notice of Adjudication**

The Insured shall upon receipt of a Notice of Adjudication relating to any circumstances which has given or may give rise to a claim under this Policy provide immediate notice (or on the first working day thereafter) thereof by telephone to the Insurers.

A Notice of Adjudication means any notice issued to a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute

Employers Liability Cover

The Insurers will provide indemnity to any Person Entitled to Indemnity

- a) against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
 - i) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
 - or
 - ii) while temporarily outside these territoriesarising out of and in the course of employment by the Insured in the Business
- b) against legal liability for claimant's costs and expenses in connection with 1 above
- c) in respect of
 - i) costs of legal representation at
 - a) any coroner's inquest or inquiry in respect of any death
 - b) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injurywhich may be the subject of indemnity by this Section
 - ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 aboveincurred with the Insurers prior written consent

Provided that in respect of any one Event

- a) the total amount payable by this Section (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity stated in the Schedule
- b) the Insurers may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Insurers the claims arising out of such Event can be settled The Insurers will then relinquish control of such claims and be under no further liability in respect thereof

Public & Products Liability Cover

The Insurers will provide indemnity to any Person Entitled to Indemnity

- a) up to the Limit of Indemnity against legal liability for damages in respect of or arising from
 - i) accidental Injury of any person
 - ii) accidental loss of or damage to property
 - iii) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

other than legal liability for damages which result from a deliberate act or omission of the Insured

happening during any Period of Insurance in connection with the Business

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

Anywhere in the world in connection with the Business conducted by the Insured from premises within The Defined Territories

- c) in respect of
 - i) costs of legal representation at
 - a) any coroner's inquest or inquiry in respect of any death
 - b) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above

which may be the subject of indemnity by this Section

- ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Insurers' prior written consent

Provided that in respect of

- a) any one Event
- b) all incidents considered by the Insurers to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- i) the total amount payable under this Section (including all Extensions and Memoranda) is the Limit of Indemnity stated in the Schedule and any costs and expenses as detailed under c i) and c ii) above. However in respect of any claim brought in the United States of America or any territory within it's jurisdiction or Canada the total amount payable inclusive of costs and expenses is the Limit of Indemnity.
- ii) the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Insurers shall be liable to make any payment
- iii) the Insurers may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Insurers the claims arising out of such Event can be settled The Insurers will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Insurers may be responsible prior to the date of such payment

- iv) where the Insurers are liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity

Optional Extension 1 under the Public & Products Liability Cover

Legionellosis

Provided that the Insurers have agreed to extend this policy the following cover is included

Notwithstanding Exclusion d of the Public & Products Liability Section of this policy the Insurers will provide indemnity to any Person Entitled to Indemnity

- a) against legal liability for damages and claimant's costs and expenses
- i) in respect of accidental Injury caused by Legionellosis arising out of the Business and sustained in Great Britain Northern Ireland the Channel Islands or the Isle of Man

and

- ii) arising out of
- a) any claim which is first made in writing to the Insured (or any other Person Entitled to Indemnity) during the Period of Insurance
- or
- b) the first notification of any circumstances which
- i) has caused or is alleged to have caused Injury
- or
- ii) can be reasonably expected to give rise to a claim and which may be the subject of indemnity in a)i) above

and which is notified to the Insurers

- a) during
- or
- b) within thirty days after expiry of

the same Period of Insurance but provided that this is not insured by any other policy of insurance

- b) in respect of
- i) costs of legal representation at
- a) any coroner's inquest or inquiry in respect of any death
- b) proceedings in any court arising out of any alleged breach of statutory duty resulting in any Injury specified in i) above

which may be the subject of indemnity by this Extension

- ii) all other costs and expenses in relation to any matter which may form the subject of indemnity under i) above

incurred with the Insurers' prior written consent

Provided that the total amount payable by this Extension (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity stated in the Schedule or £500,000 whichever is the less

It is a condition precedent to liability under this optional extension - Legionellosis that the Insured fully comply with the Health & Safety Executive Code of Practice

Special Provisions Applicable to Optional Extension 1 - Legionellosis

- a) The Insured's Contribution (as specified in the Schedule) will be payable before the Insurers shall be liable to make any payment
- b) The Insurers may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Insurers the claim or claims can be settled. The Insurers will then relinquish control of such claims and be under no further liability in respect thereof
- c) All claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be deemed to be made in the Period of Insurance when
 - i) the first claim was first made in writing to the Insured or to any Person Entitled to Indemnity and notified to the Insurers

or

 - ii) the first notification of any circumstances was first made to the Insurers

Optional Extension 2 under the Public & Products Liability Cover

Financial Loss

Provided that the Insurers have agreed to extend this policy the following cover is included

The Insurers will provide indemnity to any Person Entitled to Indemnity

- a) against legal liability other than arising under a contract or agreement (other than legal liability arising from a contract for the sale or supply of goods or services) incurred in connection with the Business for damages in respect of financial loss arising out of any claim which is
 - i) first made in writing to the Insured (or any other Person Entitled to Indemnity under this Policy) during any Period of Insuranceand
 - ii) notified to the Insurers
 - a) during
 - or
 - b) within thirty days after expiry ofthe same Period of Insurance
- b) against legal liability for claimant's costs and expenses in connection with a) above
- c) in respect of
 - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in financial loss specified in a) above
 - ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under a) aboveincurred by the Insurers or with the Insurers' prior written consent.

Provided that

- a) the financial loss is sustained within Great Britain Northern Ireland the Channel Islands or the Isle of Man
- b) the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity stated in the Schedule
- c) the Insured's Contribution will be payable before the Insurers shall be liable to make any payment
- d) the Insurers may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Insurers the claim or claims can be settled. The Insurers will then relinquish control of such claim or claims and be under no further liability in respect thereof
- e) the claim is first made after the Retroactive Date shown in the schedule

Extensions Applicable to Legal Liabilities Insurance (each of which is subject otherwise to the terms of this Policy)

Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity the Insurers will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a) any director or partner of the Insured - £500
- b) any Employee - £250

Legal Defence Costs

The Insurers will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured in respect of

- a) legal costs and other expenses incurred with the Insurers' written consent and
- b) costs awarded against the Insured or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated below

In respect of Employers' Liability

A breach of

- a) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Insured

In respect of Public & Products Liability

A breach of

- a) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured
- b) Part II of the Consumer Protection Act 1987

Provided that in respect of the above the indemnity will not apply

- i) to fines or penalties of any kind
- ii) to compensation ordered or awarded by a Court of Criminal Jurisdiction
- iii) where Injury of any person or loss of or damage to Property has occurred
- iv) where indemnity is provided by any other insurance
- v) to proceedings consequent upon any deliberate act or omission by
 - a) the Insured
 - b) any partner or director of the Insured
 - c) any Employee with any specific responsibility for compliance with the legislation specified above

which could reasonably have been expected to constitute a breach of legislation specified above

Extension applicable to the Employers' Liability Cover only

Unsatisfied Court Judgements cover

In the event of a judgement for damages being obtained

- a) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during the Period of Insurance and arising out of and in the course of employment by the Insured in the Business
- b) against any company or individual operating from premises within member states of the European Community

in any court situate in the territories specified in b) above and

- c) remaining unsatisfied in whole or in part six months after the date of such judgement

at the request of the Insured the Insurers will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- i) there is no appeal outstanding
- ii) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Insurers

Extensions applicable to the Public & Products Liability Cover only

Cross Liabilities

If the Insured comprises more than one party the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

Contingent Motor Liability

Notwithstanding Exclusion a)i) the Insurers will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

- a) in respect of loss of or damage to such vehicle or to property conveyed therein
- b) arising while such vehicle is being driven by the Insured
- c) in respect of which the Insured is entitled to indemnity under any other insurance
- d) arising outside of a member state of Great Britain Northern Ireland the Channel Islands or the Isle of Man
- e) arising while such vehicle is being driven with the general consent of the Insured by any person who to the knowledge of the Insured does not hold a license to drive a vehicle unless such person has held and is not disqualified from holding such a license

Overseas Personal Liability

The Insurers will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability incurred in a personal capacity while temporarily outside The Defined Territories in connection with the Business

The Insurer will also indemnify any accompanying spouse or civil partner and children

The indemnity will not apply

- a) to legal liability arising from
 - i) ownership or occupation of any land or buildings
 - ii) the carrying on of any trade or profession
 - iii) any agreement unless liability would have existed otherwise
- b) where indemnity is provided by any other insurance

Provided that

- i) the Insurers shall have sole control of any claim
- ii) the Insured or any other person to be indemnified shall observe the policy terms and conditions

Data Protection Act 1998

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The Insurers will also provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that the Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This Extension shall not apply in respect of

- a) the payments of fines or penalties
- b) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- c) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- d) claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
- e) legal liability where indemnity is provided by any other insurance

Provided that the Limit of Liability of the Insurers shall not exceed £250,000 in the aggregate in the period of insurance

Defective Premises Act

The Insurers will provide indemnity to the Insured against legal liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of Bodily Injury to or death disease or illness of any person or loss of or damage to property happening within a period of seven years from the expiry or cancellation of this Extension

Provided that the Insurers shall not be liable under this Extension

- a) if the Insured is entitled to indemnity under any other insurance

- b) in respect of or damage to the premises disposed of or for the cost of remedying any defect or alleged defect therein

Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

The Insurer will indemnify the Insured in respect of

- a) legal fees and expenses incurred with the Insurers written consent for defending proceedings, including appeals
- b) costs of prosecution awarded against the Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 where the proceedings relate to an actual or alleged act omission or incident committed during the Period of Insurance within the Defined Territories and in connection with The Business and which do not result from an act or omission by the Insured.

Exclusions to Legal Liabilities Insurance

Exclusions to the Employers' Liability cover only

The indemnity will not apply to legal liability

- a) in respect of Injury to any Employee engaged by the Insured outside The Defined Territories for the purpose of work by any such Employee outside the Defined Territories
- b) of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

However, in relation to Employers' Liability, exception (a) above only applies when the Insured under a contract or agreement have undertaken to

- a) indemnify another party
- b) assume the liability of another party.
- c) in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Community
- d) in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - i) Terrorism
 - ii) any action taken in controlling preventing suppressing or in any way relating to a and or b above

except as stated in the **Special Provision - Terrorism** below

For the purposes of this Exclusion

Terrorism is defined as any act or acts including but not limited to

- 1) the use or threat of force and/or violence
and/or
- 2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and /or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

In any action suit or other proceedings where the Insurers allege that any-consequence whatsoever resulting directly or indirectly from or in connection with d) i) and/or d) ii) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) shall be upon the Insured

Special Provision – Terrorism

Subject otherwise to the terms conditions exceptions and exclusions of the Policy, when Employer's Liability is insured under the Legal Liabilities Insurance section of this Policy neither of the exclusions in d) i) and d) ii) above shall apply to Employer's Liability but the Limit of Indemnity for the purposes of this Special Provision – Terrorism is limited to £5,000,000 including costs and expenses

Exclusions to the Public & Products Liability cover

The indemnity will not apply to legal liability

- a) arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any
 - i) mechanically propelled vehicle licensed for road use other than legal liability arising out of
 - a) the use of plant as a tool of trade on site
 - b) the use of plant at the premises of the Insured
 - c) the loading or unloading of any vehicle
- except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- ii) aircraft or other aerial device
 - iii) aerospace device
 - iv) hovercraft
 - v) water-borne craft (other than hand-propelled or sailing craft not exceeding eight metres in length in inland or territorial waters or non-owned craft used solely for the purposes of entertainment)
- b) for bodily injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business
 - c) for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than
 - i) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
 - ii) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
 - iii) premises and their fixtures and fittings leased or rented to the Insured provided that the indemnity will not apply to
 - a) legal liability in respect of loss or damage under agreement unless such liability would have attached in the absence of such agreement
 - b) loss or damage to premises and their fixtures and fittings caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected on behalf of the Insured
 - d) caused by or arising out of pollution or contamination of buildings or other structures or of water or land or of the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance
- Provided that all pollution or contamination which arises out of one incident shall be considered by the Insurers for the purposes of this Policy to have occurred at the time such incident takes place
- e) i) in respect of loss of or damage to any
 - a) product supplied by the insured
 - b) contract work executed by the insured
- caused by any defect therein or the unsuitability thereof for its intended purpose

ii) for the costs of recall removal repair alteration replacement or reinstatement of any

a) product supplied by the insured

b) contract work executed by the insured

necessitated by any defect therein or the unsuitability thereof for its intended purpose

f) arising from or in connection with

i) advice)

ii) design) provided for a fee

iii) specification)

g) for the costs of remedying any defect or alleged defect in premises disposed of by the Insured

h) liability arising under contract or agreement

i) in respect of products unless such liability would have attached in the absence of such contract or agreement

ii) unless the conduct and control of any claim is vested in the Insurers

i) for

a) fines penalties or liquidated damages

b) compensation ordered or awarded by a Court of Criminal Jurisdiction

c) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

j) of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

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

k) in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

i) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power

ii) any action taken in controlling preventing suppressing or in any way relating to k) i) above

l) in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

i) Terrorism

ii) any action taken in controlling preventing suppressing or in any way relating to i) above

except as stated in the **Special Provision - Terrorism** below

For the purposes of this Exclusion

Terrorism is defined as any act or acts including but not limited to

- 1) the use or threat of force and/or violence

and/or
- 2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and /or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

In any action suit or other proceedings where the Insurers allege that any consequence whatsoever resulting directly or indirectly from or in connection with I) i) and/or I) ii) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) shall be upon the Insured

Special Provision – Terrorism

Subject otherwise to the terms conditions exceptions and exclusions of the Policy, when Public and Products Liability is insured under the Legal Liabilities Insurance section of this Policy neither of the exclusions in I) i) and I) ii) above shall apply to Public and Products Liability but the Limit of Indemnity for the purposes of this Special Provision – Terrorism is limited to £2,000,000 including costs and expenses arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

The following definitions apply in respect of this exclusion only

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Data

All information which is

- 1) electronically stored, or
- 2) electronically represented, or
- 3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, 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 within, between or amongst networks.

Failure

Any partial or complete reduction in the

- 1) performance, or
- 2) availability, or
- 3) functionality, or
- 4) the ability to recognise or process any date or time,

of any

- (a) Computer and Electronic Equipment
- (b) electronic means of communication
- (c) web site.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

- a) any claim which arises directly or indirectly from or consists of the failure or inability of any
 - i) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - ii) media or systems used in connection with anything referred to in i) above

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

- 1) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- 2) the operation of any command or logic which has been programmed or incorporated into anything referred to in i) and ii) above

- b)
 - i) exposure to
 - ii) inhalation of
 - iii) fears of the consequences of exposure to or inhalation of
 - iv) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos.

Additional Exclusions to Legionellosis Optional Extension only

The indemnity will not apply to legal liability

- i) in respect of any claim of which the Insured had knowledge of prior to the Retroactive Date shown in the Schedule

Additional Exclusions to the Financial Loss Optional Extension only

The indemnity will not apply to legal liability

- a) for financial loss sustained by any Person Employed arising out of and in the course of employment by the Insured in Business
- b) arising from or in connection with
 - i) advice)
 - ii) design) provided for a fee
 - iii) specification)
- c) in respect of
 - i) injury of any person
 - ii) loss of or damage to Property
 - iii) nuisance trespass or interference with any easement right of air light water or way
- d) arising out of any act of fraud or dishonesty by the Insured or partner or director of the Insured
- e) arising out of any deliberate act or omission by the Insured or partner or director of the Insured
- f) arising out of libel slander defamation injurious falsehood passing off or infringement of any intellectual property rights
- g) arising out of breach or alleged breach of anti-trust laws
- h) for financial loss arising from any reciprocal arrangement for the storage or processing of computer data or use of computer facilities
- i) to any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties
- j) arising out of or in connection with any delays strikes or labour disturbances
- k) liability arising under contract or agreement other than legal liability arising from a contract for the sale or supply of goods or services
- l) in respect of any claim of which the Insured had knowledge of prior to the Retroactive Date shown in the Schedule
- m) any diminution in value of any property
- n) of any consequences whatsoever directly or indirectly caused by or contributed to or arising from
 - i) the presence of
 - ii) the release ofAsbestos including any product containing Asbestos.