

Leaseholders Combined v6.0

PR006LH

PROTECTOR
insurance



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About Your Policy

Thank you for choosing Protector Insurance for your policy. We work in partnership with your insurance broker, building unique relationships, to ensure that You receive product and service excellence.

The policy is a legal contract between you and us. Please read it carefully to ensure that it is in accordance with your requirements and that You understand its limits, terms conditions and exclusions.

This policy wording, together with your policy schedule and endorsements are all part of your policy and should be read together to avoid any confusion. Any word or expression which has a specific meaning will have the same meaning whenever it appears in your policy, and will be defined in the general definitions section of the wording.

This Policy has been prepared in accordance with the information provided by you. In its preparation, the insurer has relied upon the information provided by you as constituting a fair presentation of the risk to be Insured. It is your responsibility to ensure all material circumstances, including those revealed by reasonable search are disclosed before the policy is incepted. you should ensure that the information provided is substantially correct, and true and accurate to the best of Your knowledge and belief. Your insurance broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary.

Protector will indemnify you in accordance with the terms of this policy, in consideration of the payment to us of the premium for the period of insurance.

Signed, on behalf of Protector Insurance

A handwritten signature in black ink, appearing to read 'Henrik Høye', written in a cursive style.

Henrik Høye, Chief Executive Officer

Protector Insurance is the UK permanent establishment of an overseas Public Limited Company. We are a Prudential Regulation Authority and Financial Conduct Authority authorised third country branch of an EEA firm, FCA financial services register number: 602381. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

Our UK registered office address is: 7th Floor, 3 Hardman Street, Spinningfields, Manchester, M3 3HF. Companies House registration number: FC033034. Protector delivers land based insurance to commercial and public sector clients and We distribute Our products through insurance brokers.

We provide no personal recommendation or advice about the insurance products offered, and any financial advice needed should be sought from an authorised intermediary.

We are covered by the Financial Services Compensation Scheme (FSCS) which means that You may be entitled to compensation if We are unable to meet Our obligations to You.

Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Provision of Insurance cover for any territory outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, is underwritten by Our principal firm, Protector Forsikring ASA.

Protector Forsikring ASA is supervised by the Norwegian financial services regulator, Finanstilsynet. Organisation number: 985279721.

Registered office address: Aker Brygge, Støperigata 2, 0250 OSLO, Norway.

For more information on Our principal firm Protector Forsikring ASA, please refer to the Oslo stock exchange: https://www.oslobors.no/ob_eng/markedsaktivitet/#/details/PROTCT.OSE/insiders

Unless We have agreed otherwise with You in writing, the law applicable to this contract is that of England and Wales unless Your registered office or principal place of Business is situated in Scotland or Northern Ireland the Channel Islands or the Isle of Man in which case the law of that territory will apply.

How to Use Your Policy

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

In return for payment of the premium shown in the schedule, We agree to insure you, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage you sustain or legal liability you incur for accidents happening during the period of insurance. We will provide Insurance as stated in each operative section of the policy during the period of insurance.

Your schedule provides details of the insurance protection provided, the sections of the policy which are operative and the levels of cover you have.

Your policy contains details of the extent of cover available to you, what is excluded from cover and the conditions on which the policy is issued. Please examine your schedule and any endorsements to ensure it meets your requirements.

Complaints Procedure

We're proud of the service we provide to our brokers and clients, but we know that sometimes things can go wrong. Our aim is to get it right, first time every time. If we make a mistake, we will learn from it and try to put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot, we will let you know when an answer may be expected. If we have not resolved the situation within eight weeks and you are an 'eligible' complainant, you may be entitled to refer it to the financial ombudsman service.

For more information on eligibility please refer to the financial ombudsman service at: <http://www.financial-ombudsman.org/>.

Should you wish to make a complaint then it should be directed to:

Customer Relations Manager
7th Floor
3 Hardman Street
Spinningfields
Manchester
M3 3HF
Email: csm@protectorinsurance.co.uk
Telephone: 0161 274 9077

Making a complaint or referral to the financial ombudsman service does not affect your legal rights.

If your complaint relates to the way in which your insurance was sold, the service provided by your intermediary or to a claim, your intermediary will deal with your complaint.

If your complaint is about our service or the policy terms and conditions, your insurance intermediary may refer your complaint to us. We or your insurance intermediary will investigate your complaint and issue a final response letter.

We will acknowledge your complaint within 5 business days of receipt. In the unlikely event that your complaint hasn't been resolved within 4 weeks of receipt, we'll write and advise you of the reasons why and the further action we will take.

Within eight weeks of receipt we will either issue you with a final response letter detailing the outcome of our investigation and our decision, or a letter confirming when we anticipate to have concluded our investigation.

If you are unhappy with the response and you are an eligible complainant you may wish to contact the financial ombudsman service

Their address is:
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Consumer Helpline Number: 0800 0234567

Financial Sanctions

We shall not provide cover and we shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under united nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Switzerland, United Kingdom or United States of America.

Employer's Liability Tracing Office Notice

Certain information relating to your policy, namely:

1. The policy number(s)
2. Employers' names and addresses (including subsidiaries and any relevant changes of relevant name)
3. Periods of insurance
4. (if relevant) the employers' reference numbers provided by his majesty's revenue and customs and companies house reference numbers

Will be provided to the employers' liability tracing office, ("ELTO") and added to the employers' liability database (ELD).

It is understood by you that the above-named information provided to us will be processed by us for the purpose of providing eld in compliance with the provisions of the employers' liability insurance disclosure by insurers instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of the course of their employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer that provided employers liability insurance.

Data Protection

Protector insurance will use (process) the information (data) provided by the insured or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain), during the formation and performance of insurance contracts (policies) for policy administration, customer services, the payment of claims and the production of management information for business analysis and for the purpose of complying with regulatory requirements.

Protector shall process and keep such data secure at all times, and in full accordance with the principles of data protection (the Principles) enumerated in the EU general data protection regulation.

Protector insurance is committed to ensuring that privacy is protected and has updated its privacy policy accordingly. The privacy policy is a statement explaining what data is collected from customers, their rights, whom we may share it with and how it is used. The privacy policy can be accessed on protector's website: <https://www.protectorinsurance.co.uk>.

From time to time the contents of this policy may be updated and you should check the website periodically for updates.

Cancelling the Policy

We may cancel your policy (or any section of it) at any time and in any period of insurance by giving a minimum of 14 days notice to you in writing at your last known address. You will be entitled to a proportionate refund of premium, based on the number of days remaining in the policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the period of insurance when no refund of premium will be made. Where you pay by instalments any amount of premium refunded under this condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

Policy Definitions

Certain words and expressions within this **Policy** are deemed to have a particular meaning wherever they appear in the **Policy** whether singular or plural. All definitions are highlighted in bold to assist in identifying them.

1. Act of Terrorism

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

2. Asbestos

Asbestos, asbestos fibres or derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives of asbestos.

3. Bodily Injury

Any physical or psychological injury, including death, illness or disease, psychological injury sustained by any person as a result of actual, or the threat of, physical injury, death, illness or disease.

4. Buildings

The buildings (including garages and foundations) at the **Premises** including the following all situated on in or at the **Premises**:

- a) Common areas associated with the **Property Insured** unless more specifically insured including their contents;
- b) Interior decorations, fixtures and fittings, including communal television and radio receiving aerials satellite dishes communication equipment and related fittings on or in a **Building**, built in furniture including ovens and hobs, fixed glass, fixed sanitary ware in on or pertaining to the **Buildings**, wall, floor or ceiling coverings which are permanently fixed;
- c) Video, audio and building management and security systems and equipment;
- d) Walls, gates and fences;
- e) Fuel tanks and their ancillary equipment and pipe work;
- f) Car parks, roads, pavements, forecourts, tennis courts and similar hard surfaced areas all being constructed of solid materials; and
- g) Outbuildings.

5. Business

Shall mean the activities undertaken by **The Insured** solely for the purpose of managing and administering the **Buildings** in accordance with the terms of the relevant leases, to include:

- a) The maintenance, repair and decoration of the **Buildings** and their common parts;
- b) The collection of service charges and ground rent;
- c) The arrangement of the insurance required by the lease for the **Buildings**;
- d) The provision and maintenance of services to the **Buildings**; or

- e) The compliance with statutory obligations relating to the ownership and management of the **Buildings**.

6. Computer Systems

Means a computer or other equipment or component system or item which processes, stores, transmits or receives **Data**

7. Costs and Expenses

Claimant's legal costs and expenses which **The Insured** becomes legally liable to pay in respect of any act or omission relating to any event which may be the subject of indemnity under this **Policy**; and **Defence Costs**.

8. Damage or Damaged

Accidental physical loss of, destruction of or damage to the **Property Insured** caused suddenly and unexpectedly by an external force.

9. Data

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

10. Defence Costs

Costs, disbursements and expenses reasonably and necessarily incurred (but not including the cost of **The Insured's** time or any internal or overhead expenses) by **The Insured** with **The Insurer's** prior written consent in defending any claim against **The Insured** , including the cost of legal representation at any court proceedings, coroner's inquest or fatal injury inquiry in respect of any act or omission relating to any event which may be the subject of indemnity under this **Policy**.

11. Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or **Computer Systems**. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computers.

12. Employee

Any natural person working for **The Insured**, including:

- a) Person under a contract of service or apprenticeship with **The Insured**;
- b) Labour master or labour only subcontractor or person supplied or employed by them;
- c) Person employed by labour-only sub-contractors;
- d) Self-employed person;
- e) Person hired from any public authority, company, firm or individual;
- f) Voluntary committee member, trustee or other voluntary worker; and
- g) A trainee or person undertaking work experience;

f) and is under the **Insured's** direct control or supervision.

13. Excess

The first part of any claim including **Costs and Expenses** and costs incurred in handling the claim that **The Insured** must pay following loss or **Damage** and as detailed in **The Insured's Schedule**.

14. Professional Fees

Means architects', surveyors' and legal fees, the cost to demolish, shore or prop up, remove debris and local authority costs which **The Insured** have to pay to repair or replace the **Building(s)**.

15. Hacking

Means unauthorised access to any **Computer System** whether the **Property** of **The Insured** or not.

16. Immediate Family

The Insured's respective spouse, partner, children (including adopted and foster children), parents or other relatives who reside in the private living accommodation with **The Insured**.

17. The Insured

The organisation(s) and person(s) stated on the **Schedule**, extending to include Leaseholders in properties owned or managed by **The Insured**.

18. The Insurer

Protector Insurance.

19. Limit of Indemnity

Means the sum shown on the **Schedule** as being applicable to each **Section** of this **Policy**.

20. Motorised Vehicle

Any electrically or mechanically powered vehicle, caravans, trailers, watercraft including surfboards, hovercraft, aircraft, all-terrain vehicles or quad bikes, including any part or accessories other than domestic gardening equipment, battery-operated golf trolleys or wheelchairs, battery or pedestrian operated models or toys used within the boundaries of the land belonging to the **Buildings**.

21. Occurrence

Shall mean one accident, event or series of and/or several accidents or events consequent upon or attributable to one source or original cause.

22. Period of Insurance

The period from the effective date to the renewal date, each as shown in the **Schedule**, (or if the **Policy** is renewed, from the relevant renewal date until the next renewal date).

23. Phishing

Means any access or attempted access to **Data** or information made by means of misrepresentation or deception.

24. Policy

This policy wording and **Schedule** and any endorsements attached or issued.

25. Pollution or Contamination

- a) Pollution or Contamination of **Buildings** or structures, or of water, land or the atmosphere caused by the discharge dispersal release escape migration or seepage of any solid liquid gaseous or thermal irritant pollutant or contaminant; and
- b) Any loss, **Damage** or **Bodily Injury** directly or indirectly caused by such Pollution or Contamination.

26. Premises

The **Buildings** at the location(s) as stated in the **Schedule** or in any list of premises or locations as supplied by **The Insured** and lodged with **The Insurer** and used by **The Insured** for the purposes of the **Business**, including their grounds, all within the boundaries for which **The Insured** are responsible.

27. Property/Property Insured

Buildings belonging to **The Insured** or for which **The Insured** are responsible, as shown and/or described in the **Schedule**.

For the purpose of determining where necessary the heading under which any property is insured, **The Insurer** agrees to accept the designation under which such property has been entered into **The Insured's** books of accounts.

28. Sections

The parts of this **Policy** that detail the insurance cover provided for each individual section of this **Policy**.

29. Schedule

The part of this **Policy** that details information forming the basis of this contract and that shows the **Sections** of this **Policy** selected.

30. Sum Insured

The figure shown in the **Schedule** for each item payable by **The Insurer** under each **Section**.

31. Territorial Limits

Means Great Britain, Northern Ireland, The Channel Islands and the Isle of Man.

32. Total Sum Insured

The total of the **Sums Insured** for each item payable by **The Insurer** under any **Section**.

33. Unoccupied

Any **Building**, or portion of a **Building** that is empty, void, vacant, disused or no longer in active use for a period of more than 30 (thirty) consecutive days and no works are currently taking place.

34. Virus or Similar Mechanism

Means any **Program** code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used to **Damage**, interfere with, adversely affect, infiltrate or monitor computer **Programs**, **Computer Systems**, **Data** or operations whether involving self-replication or not. The definition of **Virus** or Similar Mechanism includes but is not limited to Trojan Horses, Worms or Logic Bombs and the exploitation of bugs or vulnerabilities in a computer

Program to Damage, interfere with, infiltrate or monitor as above.

General Conditions

1. Observance of Policy Terms

Unless a clause specifies otherwise, it is a condition precedent to **The Insurer's** liability to pay claims that **The Insured** shall observe and comply with the terms and conditions of this **Policy**.

Breach of any term within this **Policy** requiring something to be done or complied with will entitle **The Insurer** to refuse to pay a claim. In the event of such a breach **The Insurer** will not reject the claim under this clause provided that the term that has been breached is not one which defines the risk as a whole and **The Insured** can demonstrate that **The Insured's** non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

2. Alteration in Risk

The Insured shall notify **The Insurer** as soon as reasonably practicable if after the commencement of this insurance the risk is materially increased, affected or altered. **The Insurer** has the right with effect from the date of the material increase to charge an additional premium and/or amend the **Excess** and/or apply limits and/or apply exclusions of cover, to reflect what **The Insurer** could have reasonably demanded had the increased risk been declared prior to commencement of this **Policy**.

Additionally, if after the commencement of this insurance:

- a) **The Insured's** interest ceases except by the operation of law; or
- b) **The Insured** is wound up or carried on by a liquidator or receiver or put into administration or otherwise permanently discontinued.

The Insurer shall have the right to serve notice on **The Insured** in accordance with the cancellation clause in this **Policy**.

3. Applicable Law and Jurisdiction

Unless **The Insurer** agrees otherwise:

- a) the language of the **Policy** and all communications relating to it will be English; and
- b) all aspects of the **Policy** will be subject to the laws of England and Wales or the laws of Scotland where **The Insured's** registered office or principal place of **Business** is situated in Scotland and the parties agree to submit to the jurisdiction of the courts of either England and Wales or Scotland respectively in the event of dispute as to the interpretation or application of this **Policy**.

4. Claims

If any incident occurs which may give rise to a claim under this **Policy** or any **Section** of it, or **The Insured** becomes aware of any such incident after it has occurred, or **The Insured** receives in writing any notice of any claims or legal proceeding **The Insured** shall:

- a) notify **The Insurer** as soon as reasonably possible;
- b) pass to **The Insurer**, immediately and unacknowledged, any letter of claim;
- c) notify the police authority immediately in respect of any theft, attempted theft, malicious damage, accidental loss or **Act of Terrorism**, to the extent that terrorism insured by this **Policy**;

- d) carry out and permit any action to be taken which may be reasonably practicable to prevent further loss, destruction, **Damage** or consequential loss;
- e) retain unaltered and unrepaired anything in any way connected with the loss, destruction, **Damage** or consequential loss for as long as **The Insurer** may reasonably require;
- f) supply at its own expense full details of the claim in writing together with any supporting information, receipt and proofs which **The Insurer** may reasonably require;
- g) not pay, offer or agree to pay any money or make any admission of liability without the prior consent of **The Insurer**; and
- h) allow **The Insurer** in the name of and on behalf of **The Insured** to take over and, during such periods as **The Insurer** thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with **The Insurer** for that purpose.

No claim under this **Policy** shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to **The Insurer**.

5. Fair Presentation

The Insured must make a fair presentation of the risk prior to inception of this **Policy** or subsequent renewal or mid-term when asking us to consider any variation or amendment to the **Policy**. This includes carrying out a reasonable search for material circumstances and disclosing to **The Insurer** all circumstances material to the risk being insured that **The Insured** knows of or those circumstances that they reasonably ought to know of.

In the event that **The Insured** fails to give a fair presentation and but for that breach **The Insurer** would either have not entered into this **Policy** or would have done so on different terms and/or conditions, then **The Insurer** shall be entitled as follows:

Inception/renewal

If the failure to make a fair presentation was:

- a) deliberate or reckless, **The Insurer** may avoid the **Policy**, and treat it as though it had not existed and retain any premiums paid;
- b) not deliberate or reckless but **The Insurer** would not have entered into the **Policy**, then **The Insurer** may still avoid the **Policy** and treat it as though it had not existed but it must return any premiums paid; or
- c) not deliberate or reckless, and **The Insurer** would have entered into the **Policy** on different terms other than premium, then **The Insurer** may treat the **Policy** as being subject to those amended terms and/or where **The Insurer** would have charged an increased premium, then **The Insurer** may reduce the payment of any indemnity proportionate to any increase in the premium that would have been charged.

Mid-Term Variation

If the failure to make a fair presentation was:

- a) deliberate or reckless, **The Insurer** may treat the **Policy** as having been terminated as at the date of the variation and retain any premiums paid;

- b) not deliberate or reckless but **The Insurer** would not have entered into the variation on any terms, then **The Insurer** may treat the **Policy** as if the variation was never made but it must return any extra premiums paid upon the variation; or
- c) not deliberate or reckless, and **The Insurer** would have agreed to a variation but on different terms other than premium, then **The Insurer** may treat the variation as being subject to those amended terms and/or where **The Insurer** would have charged an increased premium, then **The Insurer** may reduce the payment of any indemnity proportionate to any difference in the premium that was or would have been charged but for the misrepresentation.

6. Limit of Indemnity

The Insurer's liability will not exceed the **Limit of Indemnity** stated in the **Schedule** including all **Costs and Expenses** (other than any limit otherwise stated) and any such limit applies to any one **Occurrence** or all **Occurrences** of a series arising out of one original cause.

The liability of **The Insurer** for all compensation payable by **The Insured** to any claimant or number of claimants in respect of any one **Occurrence** or all **Occurrences** of a series arising out of one original cause shall not exceed the **Limit of Indemnity**.

7. Multiple Insured

The Insurer agrees that if **The Insured** described in the **Schedule** comprises more than one company or a group of companies then the cover provided by this **Policy** shall apply in the same manner and to the same extent as if an individual **Policy** had been issued to each separate company declared to **The Insurer** with the exception of the application of the **Limit of Indemnity** (and any sublimits) that shall be applied to the claims by one or more group companies as if all those claims were made by one company under one **Policy** and aggregated pursuant to the **Policy's** terms. **The Insurer** shall have complete discretion as to the priority of payments to the insured companies that have competing claims that are each subject to the same Limit of Indemnity.

8. Other Insurances

If at the time of the incident giving rise to a claim under this **Policy**, or where any such claim is made, there is in force any other insurance covering the same liability, loss, **Damage** or injury, whether effected by **The Insured** or not, then **The Insurer** will not be liable to contribute to such claim.

9. Payment of Premium

The **Policy** will provide insurance as described herein for the **Period of Insurance** shown on the **Schedule**, provided that the premium(s) and other charges are paid to and accepted by **The Insurer**. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

The premium is deemed paid and accepted on receipt by **The Insurer**, or the broker appointed to place this insurance with **The Insurer**.

10. Reasonable Care

The Insured must take all reasonable steps to prevent loss or **Damage** to everything which is covered by this insurance. It is a condition precedent to cover that **The Insured** must maintain the **Buildings** in good condition and in good repair.

11. Retention

- a) **The Insurer** shall only be liable for the amount of loss that is in excess of the **Excess** up to the applicable **Limit of Indemnity**;

- b) The **Excess** shall apply to all insured losses under the **Policy** and shall be borne by **The Insured** and shall remain uninsured; and
- c) A single **Excess** amount shall apply for each **Occurrence** unless specified otherwise on the **Schedule**.

12. Subrogation

In the event of any payment under this **Policy**, **The Insurer** shall be subrogated to the extent of the payment to all **Insured's** rights of recovery. **The Insured** shall execute all papers required and shall do everything necessary to secure and preserve the rights, including the execution of the documents necessary to enable **The Insurer** effectively to bring suit in the name of **The Insured**.

The Insured shall at the request and expense of **The Insurer** take and permit to be taken all necessary steps for enforcing rights against any other party in the name of **The Insured** before or after any claim payment is made by **The Insurer**.

General Exclusions

The following **Policy** exclusions should be read in conjunction with other exclusions which may apply to specific **Sections** of the **Policy**.

The Insurer shall have no liability under this **Policy** to indemnify **The Insured** in respect of the following General Exclusions, which shall apply to all **Sections** of this **Policy** unless stated to the contrary.

1. Asbestos

The Insurer shall not indemnify **The Insured** under this **Policy**, in respect of

Bodily Injury or physical loss of or physical **Damage** to **Property** arising in whole or in part either directly or indirectly out of **Asbestos** whether or not the **Asbestos** is:

- a) airborne as a fibre or carried or transmitted on clothing or by any other means; or
- b) contained in or forms part of any building material or insulative material.

2. Confiscation

Confiscation, nationalisation, requisition, seizure or destruction by or under the order of any government (de jure or de facto) or any public or local authority.

3. Deliberate or Criminal Acts

Any loss or Damage:

- a) deliberately caused by; or
- b) arising from a criminal act caused by;

The Insured or any other person living with **The Insured**.

4. Electronic Risks

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

- a) **Damage** to or the destruction of any Computer System
- b) any alteration modification distortion erasure or corruption of **Data**

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

This exclusion shall not apply to **Damage** provided that **Damage**:

- a) results directly (or solely as regards 2 ii below indirectly) from fire, explosion, flood, escape of water, impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, **Damage** to or movement of **Buildings** or structures. Plant or machinery other than any Computer System; and
- b) comprises:
 - i. the cost of reinstatement, replacement or repair in respect of **Damage** to or destruction of **Property Insured** by the **Insured**;

- ii. the amount of business interruption loss suffered directly by the **Insured** itself by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either **Damage** to or destruction of **Property Insured** or as a direct result of denial prevention or hindrance of access to or use of the **Property Insured** by the **Insured** by reason of an **Act of Terrorism** causing **Damage** to other property within one mile of the **Property Insured** to which access is affected or prevented or hindered;
 - iii. the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of **Damage** to or destruction of **Property Insured** and any additional costs or charges reasonably and necessarily paid by **The Insured** to avoid or diminish such loss; and
- c) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state;
- d) The meaning of **Property** for the purposes of this exclusion excludes:
- i. any money currency electronic cryptographic or virtual currency including Bitcoin or anything similar negotiable or non-negotiable instruments financial securities or any other financial instrument of any sort whatever; and
 - ii. any Data.
- e) Notwithstanding the exclusion of **Data** from **Property** within the meaning of sub-paragraph (b) above indirectly results from any alteration modification distortion erasure or corruption of Data because the **Occurrence** of one or more of the matters referred to in sub-paragraph (a) above results directly or indirectly from any alteration modification distortion erasure or corruption of Data that shall not prevent cost or business interruption loss directly resulting from **Damage** to or destruction of such **Property** and otherwise falling within sub-paragraphs (a) and (b) above from being recoverable under this Section in no other circumstances than the previous sentence however will any loss or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of Data be recoverable under this **Section**.

5. Existing Damage

Anything which occurred before the cover under this **Policy** started.

6. Gradual Deterioration/Maintenance

Any loss or **Damage** caused by wear and tear, depreciation, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of the **Property Insured**.

7. Matching Sets, suites and carpets

The Insurer will not pay for undamaged items forming part of a set, suite, carpet or other items of a common nature, colour, design or use.

8. Motor

Loss, injury or **Damage** arising out of owning, possessing or using **Motorised Vehicles**.

9. Radioactive Contamination

Loss or destruction of or **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:

- a) ionising radiations from 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; or
- c) any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction and/or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

10. Sonic Bangs

Any loss or **Damage** by pressure waves cause by aircraft or other flying objects moving at or above the speed of sound.

11. Terrorism

- a) Loss, **Damage**, injury, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any **Act of Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to such **Act of Terrorism**;
- b) Loss, **Damage**, injury, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing or suppressing or in any other way related to any **Act of Terrorism**;
- c) Any loss whatsoever or any expenditure resulting from or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - i. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - ii. ionising radiation or **Contamination** by radioactivity or from the combustion of any radioactive material; or
 - iii. chemical and/or biological and/or radiological irritants, contaminants or pollutants.
- d) Loss, **Damage**, injury, cost or expense directly or indirectly arising out of:
 - i. any business interruption losses directly or indirectly arising out of customers or suppliers extensions or denial of access directly or indirectly caused by any **Act of Terrorism**; or
 - ii. loss, **Damage**, injury, cost or expense directly or indirectly arising out of any service interruption directly or indirectly caused by any **Act of Terrorism**.

If **The Insurer** allege that by reason of this Exclusion any loss, **Damage**, injury, cost or expense is not covered by this Insurance, the burden of proving to the contrary shall be upon **The Insured**. In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

12. War

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war,

rebellion, revolution, insurrection or military or usurped power.

Claim Conditions

These conditions apply to all **Sections** of the **Policy**. It is important that **The Insured** observe the terms and conditions of the insurance.

1. Arbitration

If any difference shall arise as to the amount to be paid under this **Policy** (liability being otherwise admitted) such difference can be referred to an arbitrator appointed by the parties in accordance with the current statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent of any right of action against **The Insurer**.

2. Control of Claims

The Insurer shall be entitled:

- a) On the happening of **Damage** to the **Property Insured** to enter take and keep possession of any **Building** where **Damage** has happened and to take and keep possession of the **Property Insured** and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **The Insurer's** right to rely on any conditions of this **Policy** and this **Policy** shall be proof of leave and license for such purpose;
- b) At **The Insurer's** discretion to take over and conduct in **The Insured's** name the defence or settlement of any claim and to take proceedings at **The Insurer's** own expense and for **The Insurer's** own benefit but in **The Insured's** name to recover compensation or secure indemnity from any third party in respect of any event **Insured** by this **Policy** and **The Insured** shall give all information and assistance required;
- c) To any **Property** for the loss of which a claim is paid hereunder and **The Insured** shall execute all such assignments and assurances of such **Property** as may be reasonably required but **The Insured** shall not be entitled to abandon any **Property** to **The Insurer**; and
- d) To pay to **The Insured** the maximum sum payable in respect of any **Occurrence** or any lesser sum for which the claim or claims arising from such **Occurrence** can be settled and **The Insurer** shall not be under any further liability in respect of that **Occurrence** except for the payment of **Costs and Expenses** of litigation incurred prior to such payment.

The Insured must give **The Insurer**, and pay for, all the information **The Insurer** reasonably ask for about any claim. **The Insured** must also help **The Insurer** to take legal action against anyone or help **The Insurer** defend any legal action if **The Insured** is so requested by **The Insurer**.

3. Fraud

- a) If **The Insured** make a fraudulent claim under this **Policy**:
 - i. **The Insurer** are not liable to pay the claim;
 - ii. **The Insurer** may recover from **The Insured** sums paid by **The Insurer** to **The Insured** in respect of the claim; and
 - iii. **The Insurer** may by notice to **The Insured** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.
- b) If **The Insurer** exercise **The Insurer's** right under clause (a) (iii) above:

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

Fraudulent claims – group insurance

- c) If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person. **The Insurer** may exercise the rights set out in clause (a) above as if there were an individual insurance contract between **The Insurer** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

4. Option to Rebuild

The Insurer may at **The Insurer's** option rebuild or restore the **Building** destroyed or portions **Damaged** but **The Insurer** are not bound to rebuild or restore the **Property** exactly or completely and only as circumstances permit. **The Insured** will give **The Insurer** all plans, documents, books and information at **The Insured's** own expense that **The Insurer** may reasonably require to carry out this work.

Section 1 – Property Damage

Section 1 - Cover

The Insurer will indemnify **The Insured** against **Damage** arising from any peril defined in Section 1 – Defined Perils, occurring during the **Period of Insurance**, subject always to the **Excess(es)** and the limits, terms, conditions and exclusions of the **Policy**.

Basis of Settlement

In respect of each item specified in the **Schedule**, and subject to the following terms, **The Insurer** will pay to **The Insured** either the value of the **Property Insured** immediately before it suffered loss destruction or damage or the cost to reinstate the Property Insured or repair the **Damage** .

The Insurer will pay for the following, subject to the Extensions in respect of **Property Insured** which has suffered **Damage**:

- a) Reinstatement
 - i. where **Property Insured** is lost or destroyed, the rebuilding of the **Property**, if a **Building**, or, in the case of other **Property**, its replacement by similar **Property**, in either case in a condition equal to but not better or more extensive than its condition when new;
 - ii. where **Property Insured** is damaged, the repair of the **Damage** and the restoration of the damaged portion of the **Property** to a condition substantially the same as but not better or more extensive than its condition when new.

Provided that:

- iii. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of **The Insured** subject to the liability of **The Insurer** not being thereby increased) must be commenced and carried out with reasonable despatch; otherwise no payment beyond the amount which would have been payable under this **Policy** if this Basis of Settlement clause had not been incorporated herein shall be made;
 - iv. When any **Property Insured** is damaged or destroyed in part only the liability of **The Insurer** shall not exceed the sum representing the cost that **The Insurer** could have been called upon to pay for reinstatement if such **Property** had been wholly destroyed; and
 - v. No payment beyond the amount which would have been payable by **The Insurer** under this **Policy** if this Basis of Settlement clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred by **The Insured**.
- b) European Union & Public Authorities Stipulations (including Undamaged Portions).
 - i. The cost of complying with the Stipulations being such additional cost of rebuilding or repair as may be incurred with **The Insurer's** consent in complying with the Stipulations first imposed upon **The Insured** following the **Damage** provided that

the work of rebuilding or repair be commenced and carried out without unreasonable delay.

The liability of **The Insurer** shall not exceed in respect of any one claim:

- ii. in respect of complying with Stipulations relating to undamaged portions of the **Buildings** (other than foundations) 15% of the amount **The Insurer** would have been liable to pay to reinstate the **Buildings** had they been wholly destroyed;
- iii. in respect of the **Property** suffering **Damage** the **Sum Insured** applicable to each separate **Premises**.

Provided that **The Insurer** will not be liable for:

- iv. the costs incurred in respect of **Damage** occurring prior to the granting of this cover or **Damage** not insured by this **Section**;
- v. the costs incurred where notice has been served upon **The Insured** before the date of the **Damage** or where an existing requirement must be completed within a stipulated period;
- vi. the additional cost that would have been required to make good the **Property Damaged** to a condition equal to its condition when new, had the necessity to comply with such stipulations not arisen;
- vii. increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with stipulations unless such delays are wholly outside the control of **The Insured**; or
- viii. any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the stipulations.

c) Removal of debris

The cost of removing debris being the cost incurred with **The Insurer's** consent in:

- i. removing debris dismantling demolishing shoring up and propping portions of the **Property Insured**;
- ii. clearing cleaning or repairing Services as a result of **Damage**.

but excluding any costs or expenses incurred in removing debris except from the site of the **Property Insured** and the area immediately adjacent to such site;

- iii. arising from **Pollution** or **Contamination** of **Property** not insured by this **Policy**;
and
- iv. in respect of **Damage** which occurred prior to the granting of cover under this **Policy**.

d) Professional Fees

- e) The cost of **Professional Fees** necessarily and reasonably incurred in the rebuilding or restoration of the **Property Damaged** but not for preparing any claim.

Limit of Liability

The liability of **The Insurer** under this **Section** shall not exceed in the whole the **Total Sum Insured** or the **Sum Insured** in respect of any one individual Item subject to any other **Limit of Liability** as stated herein or in the **Schedule**.

Section 1 – Defined Perils

This Section covers the **Property Insured** as shown on the **Schedule** against **Damage** caused by the following causes, excluding the **Excess** stated on the **Schedule**:

1. Fire

Including loss or **Damage** caused by Fire, Explosion, Lightning, Earthquake or Smoke.

Excluding loss or **Damage** that happens gradually.

2. Storm or Flood

Excluding loss or **Damage** caused by:

- a) Frost;
- b) Storm damage to fences, gates and hedges unless the **Buildings** are **Damaged** by the same cause and at the same time; or
- c) Costs or expenses incurred in removing trees from the site unless the **Buildings** have been **Damaged** by such trees and branches and **Damage** has resulted from an insured cause.

3. Riot & Civil Unrest

Including loss or **Damage** caused by Riot & Civil Unrest, Strikes, or Labour or Political Disturbances.

4. Malicious Persons or Vandals

Excluding loss or **Damage** caused by **Trespassers** who have not gained entry to the **Buildings** by forcible and violent means.

5. Impact

Including loss or **Damage** caused by:

- a) Impact by aircraft or other aerial devices or articles dropped therefrom; or
- b) Impact by vehicles or animals.

6. Escape of Water

- a) Water escaping from water tanks, pipes, equipment or fixed heating systems;
- b) Water freezing in tanks, equipment or pipes;

Excluding Loss or **Damage** caused:

- a) By faulty workmanship; or
- b) Damage to the appliance or system which the water escapes from.

7. Heating fuel leaking from a fixed heating system

Excluding loss or **Damage** to the appliance or system which the oil escapes from.

8. Theft or Attempted Theft

Excluding loss or **Damage** where entry to the **Building** was not gained by forcible and violent means.

9. Falling Aerials and Equipment

Including loss or **Damage** caused by falling radio or television receiving aerials (including satellite dishes), solar panels, and security equipment and their fittings and masts.

Excluding loss or **Damage** arising from erection, dismantling, repair or maintenance of any aerials or equipment.

10. Falling Trees and Poles

Including loss or **Damage** caused by falling trees or branches, telegraph poles, pylons or lamp posts.

Excluding loss or **Damage** arising from felling, lopping or topping of trees or removing the part of the tree still below ground.

11. Subsidence, Heave or Landslip

Including loss or **Damage** caused by Subsidence or Heave on which the **Buildings** stand, or Landslip.

Excluding:

- a) **Damage** to any part of the **Buildings**, other than the main structure, unless the main structure is also damaged by the same **Occurrence**;
- b) **Damage** if **The Insured** knew when the **Policy** started that any part of the **Buildings** had already been **Damaged** by Subsidence, Heave or Landslip;
- c) **Damage** caused by riverbank or coastal erosion;
- d) **Damage** due to normal shrinkage or settlement; or
- e) **Damage** caused by faulty or unsuitable materials, design or poor workmanship.

12. Accidental Damage to Underground Services

Including accidental **Damage** to drains, pipes, cables, and underground tanks used to provide services to or from the **Buildings**.

Excluding loss or **Damage**:

- a) Arising from cleaning, repairing, restoration, electrical or mechanical breakdown; or
- b) Anything occurring gradually.

13. Accidental Breakage of Glass and Sanitary Ware

Including loss or **Damage** to glass in doors or windows, or ceramic hobs, sanitary ware and solar heating panels fixed to and forming part of the **Buildings**.

Excluding loss or **Damage**:

- a) Arising from cleaning, repairing, restoration, electrical or mechanical breakdown, or anything occurring gradually; or
- b) Caused by scratching or denting.

Section 1 - Extensions

The insurance by Section 1 – Property Damage is extended to include the following occurring or commencing during the **Period of Insurance** only if they are stated as covered on the **Policy Schedule**:

1. Accidental Damage

The Insurer shall provide cover for any **Damage** not specifically excluded elsewhere.

Provided that **The Insurer** shall not be liable for:

- a) Settlement, shrinkage, collapse or cracking;
- b) Loss or **Damage** whilst the **Buildings** are lent, sublet in whole or parts thereof;
- c) Loss or **Damage** to any part of the **Buildings** as a result of work being carried and occurring in the course of such work;
- d) **Damage** to driveways, patios, terrace, swimming pools, tennis courts, walls, gates and fences;
- e) Loss or **Damage** caused by wear and tear, gradual deterioration, mould, dry or wet rot or fungus, vermin, rust or corrosion, frost, change in temperature or humidity;
- f) Loss or **Damage** caused by mechanical or electrical breakdown;
- g) Loss or **Damage** caused by or due to defective materials, faulty workmanship, specification or design, inherent vice or latent defect;
- h) Loss or **Damage** due to chewing, scratching, tearing or fouling by domestic pets;
- i) Loss or **Damage** as a result of misuse of cleaning agents; or
- j) Loss or **Damage** arising after the **Building** has been **Unoccupied** for more than 30 days.

2. Additional Expenses

The Insurer will provide cover for the additional expenses incurred by **The Insured** in reinstating the **Buildings** as a result of **Damage** by a Defined Peril, in clearing debris from the **Buildings**; architects, surveyors, consulting engineers, and legal **Fees**; the cost to comply with government or local authority requirements but not if the requirement predates the loss or **Damage**.

Provided that **The Insurer** shall not be liable for expenses incurred in preparing the claim.

3. Alternative Accommodation Costs, Rent or Maintenance Charges

If the **Buildings** are rendered **Uninhabitable** due to loss or **Damage** to **Buildings** caused by any of the perils listed in Section 1 – Defined Perils **The Insurer** will provide cover for:

- a) The reasonable cost of alternative accommodation for **The Insured**, **The Insured's Immediate Family** and **The Insured's** domestic pets;
- b) The rent or maintenance charges **The Insured** would have received had the loss not occurred;
- c) The reasonable costs for temporary storage of furniture.

Provided that **The Insurer** shall not be liable for:

- d) Any costs exceeding 25% of the **Sums Insured** of the **Buildings Damaged** for any one claim, unless stated otherwise on the **Schedule**;

- e) Any costs the tenant should pay once the **Buildings** can be occupied again; or
- f) Any costs **The Insured** agree to pay without **The Insurer's** written consent.

For the purposes of this extension:

Uninhabitable means a **Building** is deemed to be unstable as defined under the Housing Act 1985 or if it is unfit for human habitation due to inadequate lighting, heating, water supply, cooking facilities, washing facilities, toilet facilities or effective drainage/sewage systems.

4. Automatic Reinstatement

In consideration of the **Sums Insured** not being reduced by the amount of any loss, **The Insured** undertakes to carry out any measures that **The Insurer** may require to prevent further **Damage** or enhance the security of the **Buildings**. Provided that **The Insurer's** liability shall not exceed the **Sums Insured** in respect of any one item in respect of any one **Occurrence**.

5. Drains

The Insurer will provide cover for costs necessarily incurred by **The Insured**, with **The Insurer's** consent, in cleaning and/or clearing drains, gutters, and sewers for which **The Insured** are legally responsible in consequence of **Damage** insured by this **Policy**.

Provided that the liability of **The Insurer** in respect of any one claim shall not exceed £1,000.

6. Emergency Access

The Insurer will provide cover for **Damage** caused by Emergency Services in gaining access to the **Buildings** as result of an emergency or perceived emergency involving **The Insured** or their **Immediate Family**.

Provided that the liability of **The Insurer** in respect of any one **Occurrence** shall not exceed £1,000.

7. Inadvertent Omission to Insure

The Insured having notified **The Insurer** of their intention to insure all **Property** which they own or for which they are responsible situate within the United Kingdom with **The Insurer** (unless otherwise agreed in writing by **The Insurer**) from the inception date of this **Section** of the **Policy** and it being **The Insured's** belief that all such **Property** is insured then **The Insurer** agrees to extend cover under this **Section** so that if subsequently any such **Property** is found to have inadvertently been left uninsured by **The Insured** during the **Period of Insurance** then **The Insurer** will deem such **Property** to be insured by this **Section**, provided that:

- a) The liability of **The Insurer** for any one claim shall not exceed £10,000,000 in respect of any one **Building**; and
- b) **The Insured** shall give details in writing immediately when an omission is discovered and within 30 days of the date of discovery shall provide **The Insurer** with the **Sums Insured** to apply for any such **Property** and effect specific cover retrospective to such date and pay the appropriate additional premium.

Provided that the liability of **The Insurer** does not exceed for each item its individual **Sum Insured** or the **Total Sum Insured** or any other limit of liability in this **Section** whichever is the less at the time of any **Damage**.

8. JCT Contracts

Where work is being carried out under a Joint Contracts Tribunal form of contract or its equivalent it is hereby noted and agreed that where such contract requires the existing structure to be insured in the joint names of the Contractor and the Employer this **Policy** shall apply as if the **Policy** had

effectively been written in the joint name of the parties concerned.

9. Landscaped Grounds

This **Section** extends to include the costs necessarily and reasonably incurred by **The Insured** in making good the landscaped grounds immediately surrounding the **Building** which **The Insured** is responsible for following action by the Fire Brigade or any other Emergency Service in consequence of **Damage to Property Insured** arising from the following perils defined in Section 1 – Defined Perils:

- a) Fire;
- b) Malicious Persons or Vandals;
- c) Theft or Attempted Theft; or
- d) Subsidence, Heave or Landslip.

Provided that **The Insurer's** liability shall not exceed £50,000 in respect of any one **Occurrence**.

10. Legal fees following illegal occupation by Squatters

The Insurer will provide cover for legal fees up to £10,000 incurred by **The Insured** with **The Insurer's** consent which are necessary to repossess the **Buildings** following illegal occupation by squatters.

11. Locks and Keys

If **The Insured's** keys are lost or stolen, **The Insurer** will provide cover for the cost of replacing keys, locks or lock mechanisms to the external doors and windows of the **Property Insured**.

Provided that:

- a) The liability of **The Insurer** in respect of any one claim shall not exceed £1,000; and
- b) **The Insurer** shall not be liable for **Damage** to garages or outbuildings.

12. Loss of Metered Water and Oil

The Insurer will provide cover for:

- a) Loss of metered water in **Buildings**; and
- b) Cost of oil from the domestic heating installation following damage to any part of the domestic heating installation.

Provided that the **Damage** is caused by a defined peril in Section 1 – Defined Perils. **The Insurer** shall not be liable for **Damage** caused by the following defined perils:

- i. Falling Aerials and Equipment;
- ii. Falling Trees and Poles;
- iii. Subsidence, Heave or Landslip;
- iv. Accidental Damage to Underground Services;
- v. Accidental Breakage of Glass and Sanitary Ware; or
- vi. Riot & Civil Unrest.

Provided that the liability of **The Insurer** in respect of any one claim shall not exceed £1,000.

13. Obsolete Building Materials

This section extends to include the reasonable additional cost of reinstatement incurred with the written consent of **The Insurer** in replacement of **Damaged** materials which given consideration to the scientific and technical knowledge at the time of installation construction or fitting were reasonably deemed to be fit for the purpose intended but require replacement with more suitable modern materials after the **Damage**.

The **Buildings** shall not be regarded as being better or more extensive than when new.

14. Protecting the buyer's interest

If at the time of **Damage** **The Insured** has contracted to sell their interest in any **Building** and the purchase has not yet been completed the purchaser will be entitled to the benefit under Section 1 provided always that the **Property** is not otherwise insured.

Provided that:

- a) **The Insurer** shall not be liable for **Damage** insured under another **Policy** including the buyer's **Policy**;
- b) **The Insurer** shall not be liable for any loss or **Damage** occurring outside the **Period of Insurance**; or
- c) The **Damage** was caused by a peril as defined in Section 1 – Defined Perils other than by:
 - i. Accidental Damage to Underground Services; or
 - ii. Accidental Breakage of Glass and Sanitary Ware.

15. Temporary Removal of Contents

In the event of **Damage** to **Buildings** caused by the perils listed in Section 1 – Defined Perils, **The Insurer** will provide cover for the necessary and reasonable cost of removal and storage of contents whilst repairs to **Buildings** are completed.

Provided that:

- a) The liability of **The Insurer** in respect of any one claim shall not exceed £2,500; and
- b) **The Insurer** shall not be liable for similar costs insured under any other **Policy**.

16. Trace and Access

In the event of **Damage** caused by the following perils as defined in Section 1 – Defined Perils:

- a) Escape of Water caused by water freezing in tanks, equipment or pipes; or
- b) Accidental Damage to Underground Services.

The Insurer will provide cover for the reasonable **Costs and Expenses** incurred by **The Insured** in locating the source of the **Damage** and subsequently repairing the source of the **Damage**.

Provided that the liability of **The Insurer** in respect of any one claim shall not exceed £5,000.

17. Unauthorised use of metered electricity, gas or water

The Insurer will provide cover for the cost of water, gas, electricity or other metered supply charges for which **The Insured** are legally responsible for due to unauthorised use by persons taking possession of **Premises** without the consent of **The Insured**

Provided that:

- a) The liability of **The Insurer** in respect of any one **claim** shall not exceed £1,000;

- b) **The Insurer** shall not be liable for loss or **Damage** caused by the deliberate act of the utility company; and
- c) **The Insurer** shall not be liable for loss or **Damage** arising after the **Building** has been **Unoccupied** for more than 30 days.

18. Workmen

Workmen shall be allowed into the **Buildings** for the purpose of carrying out repairs, decorations or alterations without prejudice to **The Insured's** rights pursuant to the terms of this **Policy**.

Section 1 – Settling Claims

Building Claims – How we settle claims

As long as the loss or **Damage** is covered under **The Insured's Policy**, **The Insurer** will pay the cost of repairing or replacing the **Damaged** parts of the **Buildings** in a new condition similar in size, shape or design, including **Fees** and other costs. If the **Damaged** parts are no longer available in their original form, **The Insurer** will replace them with parts of a similar quality. If the **Buildings** have not been kept in a good state of repair, **The Insurer** will pay the cost of repairing or replacing the **Damaged** parts of the **Buildings**, but **The Insurer** will deduct an amount for wear and tear.

Fees and other costs mean architects', surveyors' and legal fees necessarily incurred in repair and replacement (but excluding fees and costs incurred in preparing or furthering any claim under this **Policy**).

If repairs or replacement are not completed

If **The Insured** do not repair or replace the **Buildings**, **The Insurer** will pay the reduction in market value of the **Buildings** caused by the **Damage**. **The Insurer** will not pay more than it would have cost to repair the **Damage** if the repair work had been done straight away.

In the case of a total loss, the **Building** may be replaced on another site in a manner suitable for **The Insured's** needs but this must not increase **The Insurer's** liability.

Building Regulations, Local Authority or legal conditions

The Insurer will not pay the cost of meeting building regulations, local authority or legal conditions if **The Insured** knew that **The Insured** needed to meet any regulations or conditions and a notice was served on **The Insured** before the **Damage** happened. Other than as specifically provided for elsewhere in this **Section**, **The Insurer** will not pay the cost of meeting any regulations or conditions if they apply to any undamaged parts of the **Buildings**

Maximum Sum Insured

The maximum amount **The Insurer** will pay in respect of loss or **Damage** to an individual **Building** is the **Sum Insured** **The Insured** has declared to **The Insurer** unless **The Insurer** have been advised of and have agreed to continue to provide cover in full.

Excess

The Insurer will deduct the **Excess** from the amount **The Insurer** pays **The Insured** to settle **The Insured's** claim.

Reinstatement of Sum Insured

The **Sum Insured** on **Buildings** will not be reduced after a claim is paid.

Section 1 - Conditions

1. Insurer's Option to Rebuild

The Insurer may at its option rebuild, repair, reinstate, or restore the **Property** destroyed or portions **Damaged** but without it being bound to rebuild, repair, reinstate, or restore the **Property** in exactly or completely the same form as immediately prior to the **Damage** and only where circumstances permit and in reasonably sufficient manner. If **The Insurer** exercises such option **The Insured** shall at their own expense (unless otherwise provided for in this **Section**) produce and give to **The Insurer** all such plans documents books and information as **The Insurer** may reasonably require.

2. Lessees and Mortgagees (Non-Invalidation Clause)

The interest of any lessee and/or mortgagee is automatically included.

It is agreed that lessees and mortgagees shall not be prejudiced by any increase in the risk of **Damage** resulting from any act of negligence of any mortgagor, lessor or occupier of any **Building**, provided that such increase in risk:

- a) Was without their prior knowledge or authority; and
- b) **The Insurer** is notified as soon as reasonably practicable after the **Named Insured** becomes aware or ought reasonably to have become aware of such an increase in risk

For the purpose of condition (b), the **Named Insured** shall be deemed to 'ought reasonably to have become aware' of any information that would have come to their attention had they exercised due diligence in the management of the property, including the maintenance of reasonable procedures for communication with and the reporting of risks by lessees.

For the purposes of this condition **Named Insured** means the organisation(s) and person(s) stated on the Schedule, not extending to their Leaseholders.

3. Reinstatement

If any **Property Insured** is to be reinstated or replaced by **The Insurer**, **The Insured** must at their own expense provide all such plans, documents, books and information as may reasonably be required.

The Insurer will not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and will not in any case be bound to expend in respect of any one of the items insured more than its **Sum Insured**.

4. Seventy-Two Hour Provision

Damage occurring within 72 consecutive hours of and arising from the defined peril of Storm or Flood is deemed to be caused by one **Occurrence**. **The Insured** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this **Section**, provided that such **Damage** occurred prior to expiry of the **Period of Insurance**.

5. Subrogation Waiver

Any claimant under this **Policy** shall, at the request and expense of **The Insurer**, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **The Insured** whether such steps are or become necessary before or after any payment is made by **The Insurer**.

The Insurer agrees to waive any such rights against:

- a) Any tenant, its sub-tenants and persons lawfully occupying the **Buildings** through or under the Tenant (or its sub-tenants) and their respective **Employees** or lessee in respect of **Damage** to the part of the **Building** in the demise of that tenant or lessee or to common parts of the **Building** unless the **Damage** arises out of a criminal fraudulent or malicious act;
- b) any Company standing in relation of parent to subsidiary (or subsidiary to parent) of **The Insured**; or
- c) any Company which is a subsidiary of a parent Company of which **The Insured** themselves are also a subsidiary.

in each case within the meaning of the Companies Act(s).

6. Unoccupied Properties

In respect of any Unoccupied Buildings The Insured must:

- a) Carry out internal and external inspections of the **Buildings** at regular intervals and maintain a record of such inspections;
- b) Remove all waste, combustible materials and gas bottles, either within or outside the **Buildings**, from the **Buildings**;
- c) Securely lock all external doors, close and secure all windows;
- d) Turn off all sources of power, fuel and water at the mains, however; Where the **Buildings** are protected by an intruder alarm system, you must provide sufficient power to operate the system; and
- e) The heating system may be left in operation to maintain a temperature which will provide adequate protection throughout the **Buildings** against frost damage.

Section 1 – Exclusions

The Insurer shall not indemnify **The Insured** or anyone else provided cover by Section 1 for:

1. **Any Excess specified in the Schedule**
2. **Civil Commotion in Northern Ireland**

Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of the following perils defined in Section 1 – Defined Perils:

- a) Riot & Civil Unrest; or
- b) Malicious Persons or Vandals.

This shall not exclude any **Damage** by the peril of Fire as defined in Section 1 – Defined Perils.

3. **Collapse**

Damage in respect of **Buildings** or structures caused directly by their own collapse or cracking unless such **Damage** results from a peril defined in Section 1 – Defined Perils and is not otherwise excluded.

4. **Consequential Losses**

Consequential loss or **Damage** of any kind or description, except loss of rent (alternative accommodation) when such loss is insured by this **Section**.

5. **Electrical Apparatus or Fittings**

The Insurer shall not be liable for **Damage** to any item of electrical apparatus or fittings where such damage is caused by Fire as defined in Section 1 – Defined Perils due to:

- a) Self-ignition;
- b) over-running;
- c) excessive pressure;
- d) short circuiting;
- e) self-heating; or
- f) or leakage of electricity.

This Exclusion does not exclude **Damage** to any other **Property Insured** in consequence of such fire if such other apparatus or fittings are otherwise insured under this **Section**.

6. **Excluded Causes**

Damage caused by or consisting of:

- a) Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light, marring, scratching, vermin or insects;
- b) Change in temperature, colour, flavour, texture or finish;
- c) 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;
- d) A deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services;

but this shall not exclude:

- e) Such **Damage** which results from; or
- f) Subsequent **Damage** from;
- g) a peril defined in Section 1 – Defined Perils not otherwise excluded.

7. **Pollution or Contamination**

Damage caused by **Pollution or Contamination**, but **The Insurer** will pay for destruction or **Damage** to the **Property Insured** not otherwise excluded, caused by:

- a) Pollution or Contamination which itself results from a peril defined in Section 1 – Defined Perils; or
- b) Any peril defined in Section 1 – Defined Perils which itself results from Pollution or Contamination.

8. **Property in the open**

Damage caused directly by wind, rain, hail, sleet, snow, flood or dust to:

- a) Moveable **Property** in the open or in open sided **Buildings** or contained in outbuildings; or
- b) Fences and gates.

9. **Sublet Properties**

In respect of any self-contained dwellings within the **Buildings** that have been sublet in whole or part:

- a) Cover under Section 1 – Property Damage of the **Policy** shall exclude the following perils as defined in Section 1 – Defined Perils:
 - i. Accidental Breakage of Glass and Sanitary Ware.
- b) **The Insurer** shall not be liable for
 - i. The first £500 or the Section 1 **Excess**, whichever is higher in respect of each and every loss;

This exclusion shall not apply to any subsequent **Damage** caused to other portions of a **Building**.

10. **Unoccupied Properties**

In respect of any **Unoccupied Buildings**:

- a) Cover under Section 1 – Property Damage of the **Policy** shall exclude the following perils as defined in Section 1 – Defined Perils:
 - i. Malicious Persons or Vandals;
 - ii. Escape of Water;
 - iii. Theft or Attempted Theft;
 - iv. Accidental Breakage of Glass and Sanitary Ware; or
 - v. Heating fuel leaking from a fixed heating system.
- b) **The Insurer** shall not be liable for the first £250 or the Section 1 **Excess**, whichever is higher, in respect of each and every loss, other than for the following perils as defined in Section 1 – Defined Perils:

- i. Fire; or
- ii. Impact by Aircraft or other aerial devices or articles dropped therefrom.

Section 2 – Property Owners Liability

Section 2 - Cover

The Insurer will indemnify **The Insured** against legal liability in respect of accidental:

- a) Physical accidental **Damage** to material **Property**;
- b) **Bodily Injury** to any person other than an **Employee**.

As a result of:

- i. Arising out of a defect in the **Buildings**;
- ii. Incurred by virtue of either Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any **Building** formerly owned or leased by or the responsibility of **The Insured** provided that at the time of the incident giving rise to the liability **The Insured** had disposed of all legal title to an interest in the **Building**.

Occurring during the **Period of Insurance** within the **Territorial Limits** and arising in connection with the **Business**.

Provided that **The Insurer's** liability will not exceed £5,000,000 including all **Costs and Expenses** (other than any limit otherwise stated) and any such limit applies to any claim or series of claims arising from any one cause.

Section 2 - Extensions

1. Asbestos Accidental Discovery

The indemnity provided by this extension is on a claims made and notified basis.

General Exclusion Asbestos shall not apply under this section in relation to **Asbestos** or materials containing **Asbestos** which is discovered in any **Property** owned or occupied by **The Insured** provided that:

- a) Such discovery is or was unexpected and upon discovery of the presence of **Asbestos** or materials containing **Asbestos** all work is or was stopped as soon as practicable and:
 - i. Removal of the **Asbestos** is carried out as soon as reasonably practicable after discovery;
 - ii. The removal is or was carried out by a specialist contractor authorised or licensed to perform such removal under the **Asbestos** licensing regulations in force at the time of discovery;
 - iii. **The Insured** shall have taken all reasonable steps to ensure the health and safety of all those likely to be affected;
 - iv. **The Insured** complies/complied with the relevant regulations including the provisions of the Control of Asbestos Regulations 2012 where applicable;
 - v. **The Insured** notifies/notified **The Insurer** as soon as practicable and in any event within 30 days after the unexpected discovery; and
 - vi. The claim is first made against **The Insured** during the **Period of Insurance** and is notified to **The Insurer** during the same **Period of Insurance** or within 30 days of the expiry thereof.

The Insurer shall in no circumstances be liable for claims in respect of:

- b) Fear of the consequences of exposure to **Asbestos**;
- c) **Damage** to or loss of use of **Property** due to the presence of **Asbestos** or materials containing **Asbestos**; or
- d) Any **Occurrence** prior to the Retroactive Date.

The Insurer's total liability under this **Section** will not exceed £5,000,000 in the aggregate in any one **Period of Insurance**. This limit will form part of and not be in addition to the **Limit of Indemnity** stated in **The Insured's Schedule**.

The Insurer shall not be liable for the first £5,000 or the Section 2 **Excess** as stated on the **Schedule**, whichever is higher in respect of each and every **Occurrence**.

For the purposes of this extension **Retroactive Date** means the date stated in the **Schedule**.

Section 2 - Exclusions

The Insurer shall have no liability under this **Policy** to indemnify **The Insured** or anyone for whom insurance is requested in respect of the following exclusions which apply in addition to the General Exclusions of this **Policy**.

1. Limited Cyber Exclusion Clause

- a) Notwithstanding any provision to the contrary within this clause or any endorsement thereto this **Policy** excludes any Cyber Loss regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of sub-paragraph b);
- b) Subject to the other terms, conditions and exclusions contained in this clause, this clause will cover losses arising from legal liability of **The Insured** and statutory liability in the case of Employers' Liability caused by or arising out of a Cyber Act or a Cyber Incident which result in **Bodily Injury** to third parties (other than mental injury, mental anguish or mental disease not consequent upon **Bodily Injury**) or physical **Damage** to third party property (but excluding loss or destruction of or **Damage to Data**); and
- c) Other than cover written back under sub-paragraph b above any loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data shall not be recoverable hereunder, nor be considered as physical loss or **Damage** for the purposes of this exclusion clause or any other part of this clause.

Definitions

- a) **Cyber Loss** means any loss, **Damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**;
- b) **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System;
- c) Cyber Incident means:
 - i. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - ii. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- d) **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility; and

- e) **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

2. Liquidated or Punitive Damages

Any amount in respect of:

- a) Liquidated damages, fines or penalties; or
- b) Exemplary or punitive damages awarded by any court of law.

3. Professional Advice, Design or Specification

Liability arising out of professional advice, design or specification given by **The Insured** for a fee or in circumstances where a fee would normally be charged.

4. Pollution or Contamination

Liability in respect of **Pollution or Contamination** occurring anywhere in the world.

Other than events, loss or **Damage** occurring or liability arising in the United States of America or Canada or any territory under their jurisdiction, this exclusion shall not apply with respect to **Pollution or Contamination** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

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

5. Pollution or Contamination in USA/Canada

Liability in respect of **Pollution or Contamination** occurring anywhere in the United States of America or Canada and any territory under their jurisdiction.

6. Communicable Disease

The transmission of any communicable disease or virus by **The Insured**.

7. Property Held in Trust

Liability arising from **Damage** to **Property** belonging to **The Insured**, or in either **The Insured's** custody and control, or held in trust by or borrowed, rented, leased or hired for use by **The Insured** but this exclusion will not apply to:

- a) The personal effects including vehicles or their contents of any member, **Employee** or visitor;
- b) **Buildings** or their contents temporarily occupied by **The Insured** for the purpose of carrying out work therein or thereon; or
- c) **Buildings** or their fixtures and fittings hired, rented, leased or loaned to **The Insured**, other than such **Damage** if liability is assumed by **The Insured** under a tenancy or other agreement and would have attached in the absence of such agreement.

8. Contractual Liability

Any liability assumed by **The Insured** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.

Section 3 - Terrorism

This Section is only applicable if shown on the **Schedule**.

Section 3 - Definitions

1. Consequential Loss

Loss resulting from interruption of or interference with the **Business** carried on by **The Insured** at the **Premises** in consequence of loss or destruction of or **Damage** to **Property** used by the **Insured** at the **Premises** for the purpose of the **Business**

2. Covered Loss

Means all losses arising under cover provided by this **Policy** as a result of **Damage** to or the destruction of **Property** within the **Territorial Limits**, the proximate cause of which is an **Act of Terrorism**

3. Damage

Means loss or destruction of or damage to **Property Insured**

4. Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **Act of Terrorism**. The date and time that any such period of 72 hours shall commence shall be set by **The Insurer**.

5. Nuclear Installation

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

- a) the production or use of atomic energy, or
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

6. Nuclear Reactor

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

7. Property Insured

Means **Property** as detailed in the **Schedule**.

Section 3 – Cover

The Insurer shall indemnify **The Insured** against **Damage** or **Consequential Loss** under Section 1 – Property Damage caused by an **Act of Terrorism** occurring within the **Territorial Limits** and certified as such by His Majesty’s Government or His Majesty’s Treasury or any successor or other relevant authority.

Provided always that the insurance by this **Section**:

- a) is subject to the terms, definitions, provisions, conditions and extensions of this **Policy** except as expressly varied under this section and providing that if there is conflict between this section and the rest of the **Policy** this section will prevail
- b) is subject to a maximum **Period of Insurance** of 12 months from the Effective Date or any subsequent renewal date of this **Policy**, each as shown in the Schedule
- c) is not subject to any long term agreement or undertaking
- d) is not subject to any terms in the **Policy** which provide for adjustments of premium.

Limit of Liability

The liability of **The Insurer** under this Section in respect of any one **Event** and in the aggregate during the **Period of Insurance** shall not exceed the Limits of Liability as stated in the **Schedule**;

and

in any action, suit or other proceedings where **The Insurer** allege that any claim hereunder is not covered by this **Section** of this **Policy** (or is covered only up to a **Limit of Liability** as stated in the **Schedule**), the burden of proving that such claim hereunder is covered (or is covered beyond that **Limit of Liability**) shall be upon **The Insured**.

Section 3 – Conditions

The Insurance provided by this **Section** shall be subject to all limits, terms, conditions and exclusions of this **Policy** except that the following shall not apply:

1. **any long term agreement or undertaking;**
2. **any terms in the Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance;**
3. **any General or Section Exclusions elsewhere in this Policy (other than those stated as Section 3 Exclusions).**

Section 3 – Exclusions

The **Section** does not cover:

1. Any Nuclear Installation or Nuclear Reactor

This exclusion shall not exclude loss arising from **Damage** to other types of **Property** arising from an **Act of Terrorism** occurring at the site of a **Nuclear Installation** or **Nuclear Reactor**.

2. Chemical and Nuclear Risks, Biological and Radiological Contamination.

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

- a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- b) ionising radiation or **Contamination** by radioactivity or from the combustion of any radioactive material;
- c) chemical and/or biological and/or radiological irritants contaminants or pollutants;

In respect of;

- d) **Property** situated outside of Great Britain
- e) **Property** in the name of a private individual property

3. Riot Civil Commotion War and Allied Risks

Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

LEASEHOLDERS COMBINED

POLICY WORDING

PR006LH V6.0