



**Alan Boswell**

Insurance and Financial Services Group

# Property Owners Insurance Policy

Specially arranged by  
Alan Boswell Insurance Brokers Limited

UNDERWRITTEN BY



# Free Business Advice Service

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

These free helplines service are provided which you may use while your Policy is in force to discuss business problems in the following categories:

### Business Legal Advice Helpline

**0845 300 6168**

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

- employment
- VAT
- prosecution
- contract disputes
- landlord and tenant disputes.

Please note that advice on motoring matters is not available.

Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England Scotland Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway.

### Business Emergency Assistance Helpline

**0845 300 6168**

Assistance in the event of an emergency affecting your business, such as:

- burst pipes or blocked drains causing flooding
- complete failure of the gas or electricity supply
- serious damage to the roof
- escape of water or oil from the central heating system.

In the event of emergency assistance being required a reputable local contractor will be contacted but you must pay any call-out or repair charges. One telephone call will bring assistance usually within 2 hours.

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

Please ensure your Policy Number is available when telephoning as this will be requested - this appears on your Schedule.

### Emergency Glazing & Security Assistance Helpline

**0845 300 6173**

Our glass replacement service provides an efficient replacement service for fixed internal and external glass 24 hours a day, throughout the year. In addition, replacement locks or emergency security measures are also available.

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

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

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# An Introduction to NIG

Thank you for choosing NIG as your Property Owners insurer. We have been established for over 100 years and provide insurance products to over 2 million customers across the UK. Operating from its London Head Office and network of regional offices NIG sells its policies through over 2,500 professional intermediaries at over 5,000 retail locations.

NIG is part of The Royal Bank of Scotland Group, currently the second largest bank in Europe and fifth largest in the world.

Visit [www.nig-uk.com](http://www.nig-uk.com) for further details.

# How to Use Your Policy

## **Your Policy**

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

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

## **Your Schedule**

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

Please examine your schedule to ensure it meets your requirements.

## **Index Linking**

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

Index linking will help to ensure that sums insured stay more in line with increasing costs and prices. However, this is dependent on the sums insured at inception being adequate. Please check these to ensure they are adequate and advise us if any alteration is required.

## **Using the Business Assistance Helplines**

Details of Our 24 hour emergency and legal helplines and emergency glazing service are provided on the inside front cover of this policy booklet.

## **Making a Claim**

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

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

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

# Property Owners Insurance Policy

We will provide Insurance as stated in each operative Section of the Policy during the Period of Insurance. The Proposal completed by You or on Your behalf together with the declaration and an agreement to pay the Premium is the basis of the contract and forms part of the Policy.

Signed on behalf of The National Insurance and Guarantee Corporation Limited (NIG).

A handwritten signature in black ink, appearing to read "C. Crawford", with a horizontal line underneath it.

Charles Crawford  
Managing Director

# Policy Definitions

Certain words and expressions in this policy are defined to have a particular meaning. Some of these have the same meaning wherever they appear in the policy, and are defined on this page. Others have meanings particular to the various Sections of the Policy, and are defined at the beginning of those Sections.

All words and expressions defined below start in the Policy with a capital letter wherever they appear to help you identify them.

## **We/Us/Our**

The National Insurance and Guarantee Corporation Limited trading as NIG.

## **You/Your**

'The Insured' named in the Schedule.

## **Proposal**

Any signed proposal, declaration or other information supplied to Us by You or on Your behalf.

## **Period of Insurance**

The period beginning with the Effective Date shown in the Schedule and ending with the Expiry Date and any other period for which We accept Your Premium.

## **Business**

'The Business' as shown in the Schedule and no other for the purposes of this Policy.

## **Premises**

The part of the premises at the address or addresses specified in the Schedule belonging to You.

Unless otherwise stated the buildings at the Premises are:

- a** built of brick stone or concrete
- b** roofed with slate tiles concrete asphalt metal or sheets or slabs composed entirely of incombustible mineral ingredients (with the exception of small outbuildings).
- c** any plan number or letters shown in the Schedule or specification attached thereto refer to a plan of the Premises lodged with or maintained by Us.

## **Property**

Material property.

## **Damage**

Loss, destruction or damage.

## **Injury**

Bodily injury death, illness, disease or shock.

## **Vacant or Disused**

Buildings or any part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 90 consecutive days.

### Index Linking

Whenever a Sum Insured is declared to be subject to Index Linking it is adjusted at monthly intervals as follows:

- 1 in respect of Buildings in accordance with the percentage change in the General Building Cost Information Service
- 2 in respect of Landlords Contents in accordance with the Durable Goods Section of the Retail Prices Index.

At each renewal the Premium will be adjusted to apply to the Sum Insured which then pertains and We waive all rights to additional premium arising solely out of such index adjustments prior to renewal.

### Reinstatement Basis

Whenever Claims Settlement is declared to be on a Reinstatement Basis, the basis upon which the amount payable in respect of the Property insured is to be calculated shall be as follows:

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

### Special Conditions applicable to this Definition

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

### Excess

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

# General Conditions

## **A Observance of Conditions**

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

## **B Policy Voidable**

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

## **C Reasonable Precautions**

You must:

- 1** take all reasonable precautions to prevent Damage accident or Injury.
- 2** maintain the business premises machinery equipment and furnishings in a good state of repair.
- 3** exercise care in the selection and supervision of Employees
- 4** comply with all relevant statutory requirements manufacturer's recommendations and other regulations relating to the use inspection and safety of property and the safety of persons.

## **D Change of Risk**

We shall not be liable to make any payment under this Policy if:

- a** any change shall be made in the Premises the Business or the occupancy or duties of the Person-insured whereby the risk of Damage accident or Injury is increased, or
- b** Your interest ceases (unless the cessation is brought about by will or operation of law)

except where such alteration be notified to and accepted by Us.

## **E Cancellation**

We may cancel this Policy by sending 30 days notice by registered post to You at Your last known address and in such event You shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

We reserve the right to cancel the Policy in the event of default under any plan for payment of premium by instalments from the date of such default. No refund of any instalments paid will be made to You.

## **F Unoccupancy**

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

- a** you will
  - turn off at the main supply all sources of power fuel or water except those required to operate an approved sprinkler or alarm system or central heating system
  - where possible chain and padlock isolation valves and drain water systems
  - maintain adequate heating where there is a sprinkler system or central heating system

For the purpose of this condition

- adequate heating is considered as the central heating system being left permanently left on a minimum setting for thermostatically controlled systems or for two hours twice daily with no less than six hour intervals
  - the adequate heating requirement only operates between the 1st October and 31st March annually
- b** the Premises are to be adequately secured against unauthorised entry
  - c** at least weekly inspections are to be made of the Premises by You or a responsible person acting on Your behalf
  - d** any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the Premises.

## **G Choice of Law**

In the absence of agreement to the contrary 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 Northern Ireland the Channel Islands or the Isle of Man in which case the law of that territory will apply.

## **H Contracts (Rights of Third Parties) Act 1999**

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

## **I Interest Clause**

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

## **J Fire Extinguishing Appliances**

It is warranted that You will ensure that any fire extinguishing appliance kept at Your Premises are maintained in efficient working order

## **K Protections**

It is warranted that You will not vary or withdraw without Our prior written consent all protections at Your Premises and that such protections will be maintained throughout the Period of Insurance

## **L Insurance Premium Tax**

The premium is subject to insurance premium tax as set out in the Finance Act 1994 (or as may be amended by subsequent legislation) and included in the amount stated in the schedule or renewal notice issued from that date

# Claims Conditions

## A Making a Claim

On the happening of any event which could give rise to a claim under this Policy You shall:

- 1** immediately notify Us and deliver to Us at Your own expense a claim in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:
  - a** 7 days of the event in the case of Damage caused by Riot Civil Commotion Strikes Labour Disturbances or Malicious Persons
  - b** 30 days of the expiry of the Indemnity Period in respect of Business Interruption claims
  - c** 30 days of the event in the case of any other claim or such further time as We may allow.
- 2** give immediate notice to the Police in respect of:
  - a** Damage by theft or any attempt thereat
  - b** loss of Money by any cause whatsoever
  - c** Damage by malicious persons.
- 3** make no admission of liability or offer promise or payment without Our written consent
- 4** inform Us immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company immediately every relevant document
- 5** take all reasonable action to minimise or check any interruption of or interference with the Business
- 6** produce to Us such books of account or other business books or documents or such other proofs as may reasonably be required by Us for investigating or verifying the claim

## B Control of Claims

We shall be entitled:

- 1** on the happening of Damage to the property insured to enter take and keep possession of any building where Damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing Our right to rely on any conditions of this Policy and this Policy shall be proof of leave and licence for such purpose
- 2** at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to take proceedings at Our own expense and for Our own benefit but in Your name to recover compensation or secure indemnity from any third party in respect of any event insured by this Policy and You shall give all information and assistance required
- 3** to any property for the loss of which a claim is paid hereunder and You shall execute all such assignments and assurances of such property as may be reasonably required but You shall not be entitled to abandon any property Us
- 4** to pay to You the maximum sum payable under Section 3 in respect of any Occurrence or any lesser sum for which the claim or claims arising from such Occurrence can be settled and We shall not be under any further liability in respect of that Occurrence except for the payment of costs and expenses of litigation incurred prior to such payment

### **C Fraudulent Claims**

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by Your wilful act or with Your connivance all benefit under this Policy shall be forfeited.

### **D Other Insurances**

If at the time of any Damage or Occurrence there be any other insurance or indemnity effected by You or on Your behalf applicable to such event Our liability shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably then Our liability shall be limited in respect of any Damage or Occurrence to any excess beyond the amount which would be payable under such other insurance or indemnity had this Policy not been effected.

### **E Arbitration**

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

### **F Excesses**

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

### **G Warranties**

Every Warranty to which this Policy or any Section or Item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such warranty insofar as it increases the risk of Damage shall be a bar to any claim in respect of such Damage provided that whenever this Policy is renewed a claim in respect of such Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

### **H Subrogation**

Any claimant under this Policy shall at Our request and expense take and permit to be taken all necessary steps for enforcing rights against any other third party in Your name before or after any payment is made by Us.

# General Exclusions

## This Policy does not cover

### A Radioactive Contamination

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

- i ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the the combustion of nuclear fuel
- ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Note: As far as concerns Bodily Injury caused to any of Your Employees if such Bodily Injury arises out of and in the course of employment or engagement of such person by You this Exclusion shall apply only in respect of

- iii the liability of any Principal
- iv liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement

### B War Government Action and Terrorism

a Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- i War Government Action or Terrorism
- ii civil commotion in Northern Ireland

b legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions

For the purpose of this Exclusion and its Liability Provisions –

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War

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

In any action suit or other proceedings where the We allege that by reason of this Exclusion as far as it relates to Terrorism any Damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such Damage loss expense or consequential loss is covered shall be upon You.

### Liability Provisions

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

- 1 We will indemnify You under the Employers' Liability Section provided that in respect of any one event or all events of a series consequent on one original cause Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000

- 2 We will indemnify You under the Public Liability Section against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that the Company's liability for all compensation (excluding costs) shall not exceed
  - a in respect of or arising out of any one event or all events of a series consequent on one original cause £2,000,000 or the amount of the Indemnity Limit stated in the Schedule whichever is the lower
  - b in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule whichever is the lower

**C Pollution and Contamination (Applicable to Sections 1,2, and 3)**

Damage or Loss of Income caused by or arising from pollution or contamination except (unless otherwise excluded) Damage to the property insured caused by:

- 1 pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers malicious persons other than thieves earthquake storm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes sprinkler leakage or impact by any road vehicle or animal
- 2 any of the Contingencies in (1) above which itself results from pollution or contamination.

**D Date Recognition**

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software, whether Your property or not, and whether occurring before, during or after the year 2000.

- 1 correctly to recognise any date as its true calendar date;
- 2 to capture save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- 3 to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date.

In respect of Section 1 - The Structure, Section 2 - Landlords Contents and Section 3 - Rent Receivable, this Exclusion shall not exclude subsequent Damage not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any vehicle or animal.

NOTE: General Exclusion D shall not apply to Section 4 – Employers Liability

## **E Date Recognition Computer Equipment**

The expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software so as to be able correctly to recognise save retain manipulate interpret or process any data after December 31st 1999 where such computer or other property is unable to do so at the time of any Damage insured by this policy.

## **F Computer Virus and Hacking**

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

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from Fire Lightning Explosion Earthquake Aircraft or other aerial devices or articles dropped from them Riot Civil Commotion Strikes Labour Disturbances Malicious Persons (including the acts of thieves but excluding the acts of Malicious Persons which do not involve physical force or violence) Storm Flood Escape of Water or oil from any tank apparatus or pipe Impact by any vehicle or animal

For the purpose of this Exclusion –

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not

This General Exclusion shall not apply to Section 4 – Employers' Liability and Section 5 – Public Liability.

# Section 1: The Structure All Risks

## Definition

### Buildings

Buildings at the Premises including landlord's fixtures and fittings curtains blinds floor coverings and domestic white goods swimming pools walls gates fences patios terraces drives yards car parks roads pavements and associated underground pipes and cables belonging to You or for which You are responsible. The Buildings also include sanitaryware, shop fronts and all fixed glass therein, blinds and fittings thereon and internal decorations on ceilings, walls and the like for which You are responsible as owner of the Premises.

## Cover

We will Indemnify You in the event of Damage to the Property described by each Item in the Schedule caused by any of the following Contingencies:

### Contingencies

- 1 Fire, Lightning and Earthquake**
- 2 Explosion** but excluding Damage:
  - a** caused by or consisting of the bursting by steam pressure of a boiler, economiser, or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to You or under Your control unless used for domestic purposes only
  - b** in respect of and originating in any vessel, machinery or apparatus, or its contents, belonging to You or under Your control which requires to be examined to comply with any Statutory Regulations unless such vessel machinery or apparatus is the Subject of a Policy or other contract providing the required inspection service
- 3 Aircraft** or other aerial devices or articles dropped from them
- 4 Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons** excluding Damage:
  - a** occurring in Northern Ireland
  - b** to any portion of the Building which is Vacant or Disused
  - c** by malicious persons being tenants to the amount of the Excess stated in the schedule for each and every claim
- 5 Storm or Flood** but excluding Damage:
  - a** resulting from frost, subsidence, ground heave or landslip
  - b** to gates fences and posts
  - c** attributable solely to change in the water table level
- 6 Escape of Water** from any tank apparatus, pipe or sprinkler installation but excluding Damage:
  - a** to any portion of the Building which is Vacant or Disused
  - b** to Buildings caused by frost other than to internal plumbing installations not in any outbuildings
- 7 Impact** by any vehicle train or animal
- 8 Theft** or attempted Theft involving forcible and violent means but excluding Damage to any portion of the Building which is Vacant or Disused

- 9 Breakage or collapse** of television or radio aerials, aerial fittings, masts, satellite dishes or falling trees but excluding Damage:
- a** by lopping pruning or felling of trees
  - b** to gates fences and posts
- 10 Leakage of fuel** from any fixed oil heating installation but excluding Damage to any portion of the Building which is Vacant or Disused
- 11 Leakage of beverages** from storage containers pipes and apparatus but excluding Damage to any portion of the Building which is Vacant or Disused.
- 12 Any Other Accidental Damage** but excluding:
- a** Damage caused by or resulting from:
    - i** wear and tear, the action of light or atmosphere, moths vermin or insects
    - ii** any process of cleaning, dyeing, restoring, adjusting or repairing
    - iii** corrosion, dampness, dryness, wet or dry rot, marring, or scratching
    - iv** wind, hail, sleet, snow, flood or dust to boundary walls, gates or fences
    - v** subsidence or ground heave of any part of the site on which the property stands, or landslip
    - vi** the normal settlement or bedding down of new structures
  - b** Damage specifically excluded in the:
    - i** Contingencies 1-11
    - ii** Exclusions
    - iii** General Exclusions
  - c** the collapse or cracking of Buildings
  - d** the cost of normal maintenance, redecoration or repair
  - e** Damage to any portion of the Building which is Vacant or Disused.
- 13 Subsidence or Ground Heave** of any part of the site on which the property stands or Landslip excluding:
- a** Damage to drives yards car parks roads pavements swimming pools walls gates fences patios terraces and associated underground pipes and cables unless also affecting a building insured hereby
  - b** Damage caused by or consisting of:
    - i** the normal settlement or bedding down of new structures
    - ii** the settlement or movement of made-up ground
    - iii** coastal or river erosion
    - iv** defective design or workmanship or the use of defective materials
    - v** fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - c** Damage which originated prior to the inception of this cover
  - d** Damage resulting from:
    - i** demolition construction structural alteration or repair of any property, or
    - ii** groundworks or excavation  
at the same premises
  - e** the amount of the Excess stated in the Schedule for each and every claim.

## Extensions

### 1 Underground Services

The insurance by this Section is extended to include accidental Damage to underground service pipes and cables at the Premises for which You are responsible as owner of the Premises.

### 2 Ground Rent

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

### 3 Public Authorities

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

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

### 4 Fees

The insurance by this Section is extended to include Architects Surveyors Legal and Consulting Engineers Fees necessarily incurred in the reinstatement or repair of the Property insured consequent upon its Damage but not for preparing any claim.

### 5 Capital Additions

The insurance by this Section is extended to include:

- a any newly acquired and/or newly erected Buildings or Buildings in course of erection (excluding any property for which a building contractor is responsible) in so far as the same are not otherwise insured
- b alterations, additions and improvements to Buildings but not in respect of any appreciation in value

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

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

## **6 Removal of Debris**

The insurance by this Section is extended to include costs and expenses necessarily incurred by You with Our consent in:

- a** removing debris from the site of the Premises and the area immediately adjacent
- b** dismantling and/or demolishing
- c** shoring up or propping

of the portion or portions of the Property sustaining Damage by any of the Contingencies.

We will not pay for any costs or expenses:

- i** incurred in removing debris except from the site of such Property sustaining Damage and the area immediately adjacent to such site
- ii** arising from pollution or contamination of Property not insured by this Section.

## **7 Damage by Emergency Services**

The insurance by this Section is extended to include the cost of restoring any Damage caused to gardens by the Emergency Services in attending the Premises as a result of the operation of any Contingency insured under this Section up to a maximum of £25,000 any one claim.

## **8 Contracting Purchaser's Interest**

If at the time of Damage You have contracted to sell Your interest in any Building insured by this Section and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such Damage by him or on his behalf) shall be entitled to benefit under this Section without prejudice to Your and Our rights and liabilities until completion.

## **9 Trace and Access**

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

## **10 Subrogation Waiver**

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

- a** any Company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to You as defined in the Companies Act current at the time of Damage
- b** any Company which is a subsidiary of a Parent Company of which You are a subsidiary, in each case within the meaning of the Companies Act current at the time of the Damage
- c** any tenant or lessee of the Buildings insured provided that Damage has not been caused by the criminal fraudulent or malicious act of the tenant or lessee.

## **11 Non-Invalidation**

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

## **12 Workmen**

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

## **13 Mortgage**

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

## **14 Clearing of Drains**

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

## **15 Fire Extinguishment Expenses**

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

## **16 Metered Water and Heating Oil**

The insurance by this Section is extended to include the cost of metered water and heating oil following Damage provided that Our liability under this extension shall not exceed £5,000 in any Period of Insurance

## **17 Unauthorised Use of Electricity Gas or Water**

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

## **18 Alternative Accommodation Costs**

The Insurance by this Section includes costs reasonably and necessarily incurred with Our consent in respect of alternative accommodation whilst the Building is untenanted following Damage resulting from an insured Contingency provided that the maximum period during which payment will be made under this extension will not exceed 24 months from the date of the Damage and Our liability shall not exceed 20% of the sum insured on the Building that has been damaged

## **Exclusions**

- 1** Property more specifically insured by You or on Your behalf
- 2** Damage due to cessation of work or by confiscation or detention by customs or other officials or authorities
- 3** Damage to any electrical plant or fitting by Fire occasioned by self-ignition, overrunning, excessive pressure, short circuiting, self heating or leakage of electricity
- 4** Damage to any electrical sign or its installation.

## Special Conditions Applicable to this Section

### 1 Index Linking

The Sum Insured by each item of Section 1 of the Schedule is subject to Index Linking.

### 2 Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking.

### 3 Basis of Claims Settlement

The Basis of Settlement for each and every Item under this Section shall be on a Reinstatement Basis.

### 4 Designation

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

### 5 Automatic Reinstatement of Loss

Unless there is written notice by Us to the contrary in the event of Damage under this Section We shall automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium.

### 6 Notice of Unoccupancy

You must tell Us when any Building becomes Vacant or Disused and when they are occupied again.

### 7 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim in respect of Contingencies 4, 5, 6, 7, 8 and 12

### 8 Subsidence

You shall notify Us immediately You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site

We shall then have the right to vary the terms or cancel the cover.

## Section 2: Landlords Contents All Risks

### Definitions

#### Landlords Contents

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

- a** stock and materials in trade
- b** bills of exchange, promissory notes, money, securities, stamps, deeds, bonds or documents of any description
- c** business books, plans, specifications, designs and computer records
- d** jewellery, watches, furs, precious metals, precious stones or articles made from them
- e** curios, works of art, antiques, sculptures or rare books
- f** property more specifically insured

#### Contents of Common Parts

Landlords Contents in the common parts of the Buildings to which all tenants have access.

### Cover

We will Indemnify You in the event of Damage to the Landlords Contents insured at the Premises caused by any of the following Contingencies:

#### Contingencies

- 1 Fire, Lightning, Explosion, Earthquake**
- 2 Aircraft** or other aerial devices or articles dropped from them
- 3 Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons** excluding Damage:
  - a** occurring in Northern Ireland
  - b** to Property in any portion of the Premises which is Vacant or Disused
  - c** to property in the open
  - d** by malicious persons being tenants to the amount of the Excess stated in the schedule for each and every claim
- 4 Storm or Flood** but excluding Damage:
  - a** resulting from frost, subsidence, ground heave or landslip
  - b** to property in the open
  - c** attributable solely to change in the water table level
- 5 Escape of Water** from any tank apparatus pipe or sprinkler apparatus but excluding Damage to Property in any portion of the Premises which is Vacant or Disused
- 6 Impact** by any vehicle train or animal
- 7 Theft** or attempted Theft involving forcible and violent means but excluding:
  - a** theft from any garden, yard or open space and any outbuilding detached from the main building
  - b** Damage to Property in any portion of the Premises which is Vacant or Disused .
  - c** theft by Your employees or any person lawfully on the Premises

**8 Robbery**

**9 Breakage** or collapse of television or radio aerials, aerial fittings, masts, satellite dishes or falling trees but excluding Damage:

- a** by lopping pruning or felling of trees
- b** to property in the open

**10 Leakage of fuel** from any fixed oil heating installation but excluding Damage to Property in any portion of the Premises which is Vacant or Disused

**11 Leakage of beverages** from storage containers pipes and apparatus but excluding Damage:

- a** occasioned by leakage of beverages from bottled stock
- b** to Property in any portion of the Premises which is Vacant or Disused

**12 Any Other Accidental Damage** but excluding:

- a** Damage caused by or resulting from
  - i** wear and tear, the action of light or atmosphere, moths vermin or insects
  - ii** any process of cleaning, dyeing, restoring, adjusting or repairing
  - iii** corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration
  - iv** subsidence or ground heave of any part of the site on which the property stands, or landslip
- b** Damage to any machine or apparatus arising from mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair
- c** Damage specifically excluded in the
  - i** Contingencies 1-11
  - ii** Exclusions
  - iii** General Exclusions
- d** normal maintenance or repair
- e** erasure or distortion of information on computer systems or other records
- f** Damage by confiscation or detention by Customs or other officials or authorities
- g** Damage following dishonesty or fraudulent action by Your employees or any person lawfully on the Premises
- h** Damage to Property in any portion of the Premises which is Vacant or Disused

- 13** Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding:
- a** Damage to drives yards car parks roads pavements swimming pools walls gates fences patios terraces and associated underground pipes and cables unless also affecting a building insured hereby
  - b** Damage caused by or consisting of:
    - i** the normal settlement or bedding down of new structures
    - ii** the settlement or movement of made-up ground
    - iii** coastal or river erosion
    - iv** defective design or workmanship or the use of defective materials
    - v** fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - c** Damage which originated prior to the inception of this cover
  - d** Damage resulting from:
    - i** demolition construction structural alteration or repair of any property, or
    - ii** groundworks or excavationat the same premises
  - e** the amount of the Excess stated in the Schedule for each and every claim.

## Extensions

### 1 Temporary Removal

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

- a** any amount exceeding 10% of the Sum Insured stated in the Schedule in respect Contents of Common Parts
- b** property otherwise insured.

### 2 Replacement Locks

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

- a** by Theft from Your Premises or Your home or that of Your authorised employee
- b** by Robbery as insured herein whilst such keys are in Your personal custody or that of Your authorised employee

excluding the first £25 of each and every claim.

### 3 Removal of Debris of Tenants' Contents

The insurance by this Section is extended to include irrecoverable costs and expenses necessarily incurred by You with Our consent in removing from the Premises the debris of Contents (not being Your property) sustaining Damage by any of the Contingencies insured up to a limit of £25,000 any one Premises.

We will not pay for any costs or expenses:

- a** incurred in removing debris except from the site of such Property sustaining Damage and the area immediately adjacent to such site
- b** arising from pollution or contamination of Property not insured by this Section.

#### **4 Loss of Oil and Metered Water**

The insurance by this Section is extended to include the cost loss of oil or metered water contained in a fixed installation at the Premises following Damage up to a limit of £5,000 in any one Period of Insurance.

### **Exclusions**

This Section does not cover:

- 1** Property more specifically insured by You or on Your behalf
- 2** Damage due to cessation of work or by confiscation or detention by customs or other officials or authorities
- 3** Damage to any particular piece of plant or fittings of the electrical installation or appliances by self-ignition, short circuit, excessive pressure, self-heating or leakage of electricity
- 4** Damage to any electrical sign or its installation.

### **Special Conditions Applicable to this Section**

#### **1 Index Linking**

The Sums Insured by this Section are subject to Index Linking.

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

The maximum amount payable in respect of any Item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking.

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

The Basis of Settlement for each and every Item under this Section shall be on a Reinstatement Basis. We may at Our option reinstate or replace the property or any part thereof.

#### **4 Automatic Reinstatement of Loss**

We shall in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that:

- a** You undertake to pay the appropriate additional premium
- b** You shall take immediate steps to carry out any alterations to the protections of the Premises which We may require.

#### **5 Excess**

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim in respect of Contingencies 3, 4, 5, 6, 7, 8 and 12

#### **6 Subsidence**

You shall notify Us immediately You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site

We shall then have the right to vary the terms or cancel the cover

## Section 3: Rent Receivable All Risks

### Definitions

#### Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the number of months stated in the Schedule during which the Rent Receivable is affected as a result of the Damage.

#### Rent Receivable

The money including service charges paid or payable to You from the letting of Premises specified in the Schedule.

#### Additional Expenditure

The additional expenditure necessarily and reasonably incurred with Our consent.

#### Outstanding Debit Balances

The money owed to You by Your customers at the date of the Damage taking into account:

- a** bad debts
- b** debit and credit amounts owed and not passed through the books during the period between the last record and the date of the Damage
- c** abnormal trading conditions affecting the Business
- d** Your last record of amounts owed by customers.

### Cover

#### 1 Loss of Rent Receivable

If any property owned by You or for which You are responsible sustains Damage, for which liability has been admitted under Sections 1 or 2, causing an interruption of the Business which results in loss of Rent Receivable We will indemnify You for the:

- a** amount by which the Rent Receivable during the Indemnity Period, as a result of Damage, falls short of the Rent Receivable which would have been received during the Indemnity Period had no Damage occurred
- b** Additional Expenditure for the sole purpose of avoiding or diminishing the reduction in Rent Receivable during the Indemnity Period as a result of the Damage, not exceeding the amount of Rent Receivable thereby avoided  
less any sum saved during the Indemnity Period in respect of charges or expenses payable out of Rent Receivable which cease or are reduced as a result of the Damage and provided that Our liability in respect of each Item on Rent Receivable will not exceed 200% of the Sum Insured.
- c** auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

## Extensions

Cover provided by this Section is extended to include loss of Rent Receivable following interruption of the business as a result of:

### 1 Boiler Explosion

Damage resulting from the explosion of any boiler or economiser on the Premises belonging to You or under Your control.

### 2 Prevention of Access

Damage to property:

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

### 3 Alternative Accommodation

In the event of Damage to the Premises caused by any of the Contingencies insured under Section 1 resulting in:

- a** a residential portion of the Premises being uninhabitable  
or
- b** access being prevented to a residential portion of the Premises

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

The amount payable under this Extension will not exceed the Sum Insured shown in the Schedule during any one Period of Insurance.

### 4 Loss of Book Debts

If Your account books or other Business books or records whilst on Your Premises or temporarily removed to any premises in the United Kingdom, Republic of Ireland, the Isle of Man or the Channel Islands or in transit between them, sustain Damage from any of the Contingencies insured under Section 1 of this Policy which results in Your inability to trace or establish the Outstanding Debit Balances We will pay You:

- a** the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof
- b** the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage
- c** auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

provided that if the Sum Insured stated in the Schedule is less than the Outstanding Debit Balances the amount payable shall be proportionately reduced.

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

- i** erasure or distortion of information on computer systems or other records:
  - a** due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by Damage to said machine or apparatus
  - b** due to defects in such records
- ii** deliberate falsification of business records
- iii** mislaying or misfiling of tapes and records
- iv** the deliberate act of the public supply undertaking in restricting or withholding electricity supply
- v** wear and tear and gradual deterioration vermin rust damp or mildew
- vi** dishonest or fraudulent acts by any of Your employees.

#### **Special Condition applicable to this Extension**

You will record the total amount of Outstanding Debit Balances at least once every seven days and keep a copy;

- a** in a locked, fire-resistant safe or cabinet at the Premises or
- b** away from the Premises

#### **5 Public Utilities**

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

#### **6 Professional Accountants' Charges**

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

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

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

## **7 Automatic Rent Review**

Where the Rent Receivable is subject to a rent review during the Period of Insurance the relevant Sum Insured will be automatically increased to reflect the revised Rent Receivable earned up to a maximum increase of 100% of the Sum Insured on Rent Receivable stated on the Schedule.

No additional premium will be charged for this increase in cover during the Period of Insurance provided that You advise Us, prior to renewal, of the revised Rent Receivable for the next Period of

## **8 Waiver of Subrogation Rights**

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

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

In each case as defined by current legislation

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

## **9 Sale of Property**

If You have contracted to sell the Buildings and the sale is subsequently delayed or cancelled as a direct result of Damage as covered under the 'Material Damage' Section of this Policy, or another material damage insurance arranged on Your behalf where liability has been accepted, We will pay:

- a** the actual interest charges incurred by You on capital borrowed in anticipation of the sale proceeds from the Buildings, or
- b** for the loss of actual investment interest lost on sale proceeds

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

## Special Conditions Applicable to this Section

### 1 Limit of Liability

The maximum amount payable in any one Period of Insurance in respect of any item insured under this Section is the Sum Insured stated under Section 3 in the Schedule for each item.

### 2 Automatic Reinstatement of Loss

Unless there is written notice by Us to the contrary in the event of Damage under this Section We shall automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium.

### 3 Cessation of Trading

This Section shall be avoided if the Business is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the Period of Insurance unless We give Our written consent.

### 4 First Financial Year

In the event of Damage occurring before expiration of the first financial year of the Business the results of the Business to date of the Damage shall be used as a basis upon which to assess what the Rental Income for the first financial year would have been had the Damage not occurred.

### 5 Payment on Account

In the event of Damage We will if requested by You make monthly payments on account during the Indemnity Period.

### 6 Unoccupied Buildings

Where the Buildings or any part of them are unoccupied and sustain Damage during the Period of Insurance Our maximum liability will be the loss of Rent Receivable during the period of reinstatement or repair and will be calculated based solely upon any tenancy agreement in respect of such Building in existence at the time of the Damage occurring.

## Section 4: Employers Liability

### Definitions

#### Business

The Business as shown in the Schedule shall include:

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

#### Territorial Limits

- a** Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b** elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in a above, in respect of the performance of non-manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

#### Employee

Any person while working for You in connection with the Business who is:

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

### Cover

In the event of the Contingency described below We will indemnify You against the following:

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

## Contingency

### 1 Employers Liability

Accidental Injury caused during the Period of Insurance to any Employee if such Injury arises out of and in the course of their employment by You.

Our liability for all compensation, legal costs and expenses and solicitors' fees payable under Contingency 1 (Employers Liability) to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause shall not exceed the Indemnity Limit stated in Section 4 of the Schedule.

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

## Extensions

### 1 Additional Persons Insured

We will subject to the terms of this Section indemnify:

- a** in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
  - b** at Your request:
    - i** any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement
    - ii** any of Your directors or Employees in respect of liability arising in connection with the Business
- provided that You would have been entitled to indemnity under this Section if the claim had been made against You
- iii** any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
  - iv** any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official.

Provided that:

- i** such persons are not entitled to indemnity under any other policy covering such liability
- ii** each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply
- iii** We shall retain sole conduct and control of any claim
- iv** where We are required to indemnify more than one party Our total liability shall not exceed the relevant Indemnity Limit.

### 2 Cross Liabilities

If there is more than one Insured specified in the Schedule this Section shall apply separately to each one as if a separate Policy had been issued to each but Our total liability shall not exceed the Indemnity Limit.

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

Irrespective of whether any person has sustained Injury We will indemnify You and at Your request also pay the costs and expenses incurred in defending any of Your partners or Employees in the event of such a person being prosecuted for an offence under the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978. We will also pay the costs incurred with Our written consent in appealing against any judgement given provided that:

- a** the proceedings relate to an offence alleged to have been committed in the course of the Business during the Period of Insurance
- b** this indemnity does not:
  - i** provide for the payment of fines or penalties
  - ii** apply to proceedings which arise out of any activity or risk excluded from this Policy.

### **4 Unsatisfied Court Judgements**

In the event of a judgement for damages being obtained by any Employee in respect of Injury caused during any Period of Insurance and arising out of and in the course of employment by You in the Business against any company or individual operating from premises within the United Kingdom, the Channel Islands or the Isle of Man in any Court situate in those territories and remaining unsatisfied in whole or in part six months after the date of such judgement We will at Your request indemnify up to the Indemnity Limit the said Employee or their personal representative up to the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a** there is no appeal outstanding
- b** if any payment is made hereunder the Employee or the personal representative of the Employee shall assign the judgement to Us
- c** this extension shall not apply to any claim arising out of any mechanically propelled vehicle for which insurance under any Road Traffic Act legislation is required.

### **5 Injuries to Working Partners**

In respect of Injury sustained by any working partner named in the Schedule We will deem such partner to be an Employee provided that We shall only be liable under this Extension where:

- a** the Injury is sustained whilst such partner is working in connection with the Business
- b** the Injury is caused by the negligence of another partner or Employee whilst working in the Business.

### **6 Compensation for Court Attendance**

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

- a** £250 for You or any of Your directors or partners
- b** £100 for any Employee.

## **Special Condition Applicable to this Section**

### **1 Law Applicable**

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

However, You will repay Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

## Section 5: Public Liability

### Definitions

#### Business

The Business as shown in the Schedule shall include:

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

#### Territorial Limits

This Section shall apply in respect of liability incurred:

- a** Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b** elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in a above, in respect of the performance of non-manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

### Cover

In the event of the Contingency described below We will indemnify You against the following:

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

### Contingency

#### 1 Public Liability and Property Owners Liability

- a** Accidental Injury to any person other than an Employee (as defined in Section 4 of this Policy) if such injury arises out of and in the course of their employment by You
- b** Accidental Damage to Property not belonging to You or in Your charge or under Your control or that of any Employee
- c** Loss arising from trespass nuisance obstruction loss of amenities or interference with any easement of air light water or right of way

occurring in connection with the Business during the Period of Insurance and within the Territorial Limits.

Our liability for all compensation (excluding costs) payable under Contingency 1 (Public Liability and Property Owners Liability) to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause shall not exceed Indemnity Limit stated in Section 5 of the Schedule.

## Extensions

### 1 Cross Liabilities

If there is more than one Insured specified in the Schedule this Section shall apply separately to each one as if a separate Policy had been issued to each but Our total liability shall not exceed the Indemnity Limit.

### 2 Motor Contingent Liability

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

- a in respect of Damage to the vehicle
- b whilst the vehicle is being driven by You or any person with Your general consent who to Your knowledge or any one on Your behalf does not hold a licence to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such a licence.

### 3 Defective Premises Act 1972

We will indemnify You under Contingency 1 (Public Liability) in respect of legal liability arising out of the ownership of premises in the event of any premises being disposed of by You prior or subsequent to the inception of this Policy where such liability devolves upon You by reason of the Defective Premises Act 1972 provided that:

- a such liability is not otherwise insured
- b We will not be liable in respect of damage to that part of such premises on which You or anyone on Your behalf has worked if such damage directly results from such work.

### 4 Wrongful Arrest

We will indemnify You under Contingency 1 (Public Liability and Property Owners Liability) in respect of Your legal liability arising out of wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any person (not being an Employee) up to a maximum amount of £25,000 in any one Period of Insurance.

### 5 Compensation for Court Attendance

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

- a £250 for You or any of Your directors or partners
- b £100 for any Employee.

## **6 Additional Persons Insured**

We will subject to the terms of this Section indemnify:

- a** in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
  - b** at Your request:
    - i** any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement
    - ii** any of Your directors or Employees in respect of liability arising in connection with the Business
- provided that You would have been entitled to indemnity under this Section if the claim had been made against You
- iii** any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
  - iv** any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official.

Provided that:

- i** such persons are not entitled to indemnity under any other policy covering such liability
- ii** each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply
- iii** we shall retain sole conduct and control of any claim
- iv** where We are required to indemnify more than one party Our total liability shall not exceed the relevant Indemnity Limit.

## **7 Worldwide Personal Liability**

We will subject to the terms of this Section indemnify any person mentioned in Extension 6 paragraph (b) above or his or her spouse during temporary visits anywhere in the world in connection with the Business but excluding liability arising from such a person owning or occupying land or buildings, or carrying on any trade or profession.

## **8 Contractors Contingent Liability**

We will subject to the terms of this Section indemnify You in respect of liability arising out of minor work carried out by bona-fide contractors in the form of decorations, repairs and routine maintenance provided that:

- a** such persons are not entitled to indemnity under any other policy covering such liability
- b** Our maximum liability shall not exceed the Limit of Indemnity stated in Section 5 of the Schedule.

## 9 Contractual Liability

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

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

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

We will indemnify You and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. We will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given

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

## 11 Data Protection Act 1998

We will indemnify You and at Your request any of Your directors or partners or any Employee against the sums which You or any of Your directors or partners or any Employee become(s) legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for Damage or distress caused in connection with the Business during the Period of Insurance provided that You are

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

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

The indemnity provided by this Extension shall not apply to:

- i** any Damage or distress caused by any deliberate act or omission by the You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
- ii** any Damage or distress caused by any act of fraud or dishonesty
- iii** the costs and expenses of rectifying rewriting or erasing data
- iv** liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- v** the payment of fines or penalties.

## Exclusions

This Section shall not apply to liability in respect of:

- 1** the ownership, possession or use by You of any buildings not insured under Section 1 of this Policy unless otherwise stated in the Schedule
- 2** the ownership, possession or use by You of any land unless We have agreed to provide cover in respect of such land
- 3** Injury or Damage arising out of manual work away from Your Premises, other than collection or delivery
- 4** Injury or Damage arising from the ownership, possession or use by You or on Your behalf of:
  - a** any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when You are not entitled to indemnity under any other policy)
  - b** any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
- 5** Injury or Damage arising from or caused by any professional negligence, wrongful or inadequate treatment, examination, prescription, advice by You or anyone acting on Your behalf
- 6** any goods which You supply, install, erect, repair, alter or treat
- 7** the cost of rectifying or replacing defective work
- 8** Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

Our liability in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Indemnity Limit shown in the Schedule.

For the purpose of this Exclusion "Pollution or Contamination" shall be deemed to mean:

- a** all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
  - b** all Damage or Injury directly or indirectly caused by such pollution or contamination
- 9** Damage to any commodity article or thing supplied installed or erected by You if such Damage is attributable to any defect therein or the harmful nature or unsuitability thereof.

# Endorsements

## **Endorsement A: Flat Roof Warranty (Section A)**

It is a condition precedent to liability in respect of Damage by Storm, Flood that any flat felted roof portion of the within described Premises shall be inspected at least once every three years by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately. A record of such inspections should be maintained.



# Important Information

## Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the Broker, Intermediary or Agent who arranged the Policy within 14 days of receipt. We will return any premium paid in full.

## Termination

If you wish to terminate the contract at any other time, please contact the Broker, Intermediary or Agent who arranged the Policy. Any return of premium will be at the discretion of NIG.

## How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your policy number.

## How to complain

If you have an enquiry or complaint arising from your Policy, please contact the Broker, Intermediary or Agent who arranged the Policy for you or NIG at the address below quoting the Policy Number in all cases.

If you are not satisfied with the way in which a complaint has been dealt with, please write to:

The Managing Director,  
NIG  
Crown House,  
145 City Road,  
London  
EC1V 1LP.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR  
Telephone: 0845 080 1800.

## Details about our Regulator

The National Insurance and Guarantee Corporation Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website, which includes a register of all regulated firms can be visited at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register), or the Financial Services Authority can be contacted on 0845 606 1234.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

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

