



COMBINED INSURANCE

IN CONSIDERATION OF the Insured named in the Schedule having paid or agreed to pay the premium the Insurer agrees to provide the insurance described in this Policy subject to the Terms and Conditions for the Period of Insurance stated in the Schedule

Unless stated otherwise the Insurer will not pay more than the Sums Insured Compensation or Limits of Indemnity in any one Period of Insurance

The Definitions stated in each Section apply to the words used in that Section only

.....
Signed by a representative of

Date of Signature

General Exclusions

Radioactive Contamination - not applicable to Sections 3 - Personal Accident Assault and 4 - Combined Liability Item A only

The Insurer will not provide indemnity for any Damage or legal liability directly or indirectly caused by or contributed to by or arising from

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

War - applicable to Sections 1 - Material Damage 2 - Business Interruption 4 - Combined Liability Items B C and D only

The Insurer will not provide indemnity for Damage or legal liability caused by occasioned through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

General Conditions

Cancellation

The Insurer may cancel this policy by giving the Insured ninety (90) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the Period of Insurance the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired portion of the insurance. For cancellation following default in payment of the premium or any agreed instalment the period of notice may be reduced to fourteen (14) days.

Non-Disclosure

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

Law Applicable

Unless the Insurer agrees otherwise

The language of this Policy and all communications relating to it will be in English and All aspects of the Policy including negotiation and performance are subject to English law and the decisions of the English courts.

Premium Adjustment

If any part of the Premium is based on estimates provided by the Insured the Insured shall keep an accurate record of all relevant details which the Insurer shall be entitled to inspect within three months after the expiry of each Period of Insurance the Insured shall provide such information as the Insurer may reasonably require and the Premium shall then be adjusted and the difference paid by or allowed to the Insured.

Rights of Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1989 or any subsequent legislation 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 such Act.

Complaints

The Insurer aims to get it right, first time every time. If they make mistakes they will try to put it right promptly. They will always confirm to you the receipt of your complaint within five working days and do their best to resolve the problem within four weeks. If they cannot they will let you know when the answer maybe expected.

If they have not resolved the situation within eight weeks they will provide you with information about the Financial Ombudsman Service.

Should you wish to make a complaint which cannot be resolved by your Broker then please contact the Customer Relations Office, Royal & Sun Alliance Insurance plc, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA.

Telephone 0800 1076160 Fax 01422 325146

Email

halifax.customerrelationsoffice@uk.rsagroup.com

www.rsagroup.com

Financial Services Compensation Scheme

RSA contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if they are unable to meet their liabilities.

For compulsory insurance you may be entitled to compensation up to 100% of the claim. For other types of insurance you may be entitled to compensation up to £2,000 for the first part of the claim and 90% of the remainder of the claim.

Further information about compensation scheme arrangements is available from the FSCS.

General Claims Conditions

Arbitration - Applicable to Sections 1 - Material Damage 2 - Business Interruption

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 statutory provisions Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer

Contribution - not applicable to Section 3 - Personal Accident Assault

If at the time of any Damage there is any other insurance covering the Insured's interest in the property damaged or the same legal liability the Insurer's liability shall be limited to its rateable proportion of such Damage

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably the Insurer's liability shall be limited to that proportion of the Damage which the Sum Insured or Limit of Liability under this Policy bears to the value of the property

Fraud - Applicable to all Sections

All benefit under this Policy shall be forfeited if the claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy

Insurer's Rights

On the happening of any Damage in respect of which a claim is or may be made under this Policy the Insurer and every person authorised by them may

- a) enter take or keep possession of the building or premises where the Damage has happened
- b) take possession of or require to be delivered to them any of the property insured
- c) keep possession of and deal with such property for all reasonable purposes and in any reasonable manner

without thereby incurring any liability and without diminishing the right of the Insurer to rely upon any condition of this Policy

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

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

Medical Evidence - Applicable to Section 3 - Personal Accident Assault only

The Insured shall at his own expense provide all Policies information and evidence reasonably required by the Insurer The Insured Person shall as often as required submit to medical examination at the Insurer's expense in connection with any claim

If the Insured comprises more than one party having an interest in the Insured Person the Benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by this Policy

Notification and Procedures

On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall

- a) advise the Insurer via Bluefin Insurance Services Limited
- b) provide the Insurer with information reasonably required together with (if demanded) a statutory declaration of the truth of the claim and details of any other insurance relating to the claim

Subrogation

Any claimant under this Policy shall at the request and at the expense of the Insurer take and permit to be taken all necessary steps in the name of the Insured for the purpose of enforcing rights against any other parties before or after the Insurer indemnifies the Insured

The Insurer shall not enforce any rights against

General Claims Conditions

- a) any Company being Parent of or Subsidiary to the Insured or any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case as defined in Section 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986
- b) a tenant or lessee in respect of Damage to that part of the Buildings in the demise of that tenant or lessee or to common parts of the Buildings unless the Damage arises out of a criminal fraudulent or malicious act

Section 1 – Material Damage

If any of the Property Insured stated in the Specification suffers Damage (or in respect of Item E only Deterioration) the Insurer will indemnify the Insured as follows

DEFINITIONS

Buildings shall include buildings (including foundations) landlord's fixtures and fittings (including fixed glass and carpets) and tenants' improvements for which the landlord is responsible in on or around the Buildings furnishings and other contents of common parts of the Buildings including seasonal items gangways pedestrian malls and pedestrian access bridges out-buildings storage facilities alterations extensions repairs walls gates fences and Services roads yards vehicle parks pavements and similar surfaces street furniture landscaping and the like for which the Insured is responsible

Contents shall include machinery plant fixtures fittings and other trade equipment all office equipment and other contents patterns models moulds plans and designs tenants' improvements alterations and decorations stock and materials in trade work in progress finished goods all the property of the insured or held by them in trust or on commission for which they are or deem themselves responsible

All the above to include property in the open yards and spaces adjoining and used in connection with The Business

Contract Works means work executed temporary works and all unfixed materials and goods including free issue materials placed on or adjacent to the works or in transit and intended for incorporation therein all for which the Insured are or deem themselves responsible

Damage means accidental loss destruction or damage from any cause occurring within the Territorial Limits including

- a) in respect of Computer Equipment dryness or dampness of atmosphere extremes of temperature corrosion or rust directly resulting from physical damage to air conditioning equipment
- b) damage to property caused by its own spontaneous fermentation heating or combustion

Declared Values means the base values shown in brackets below the Sum Insured on the Specification excluding any provision for inflation

Deterioration means Damage to stock in refrigeration cabinets or compartments maintained under contract with a recognised refrigeration engineer if they are more than five years old by deterioration or putrefaction caused by

- a) rise or fall in temperature as a result of breakdown stoppage or failure from any inherent cause of the said appliance
- b) action of refrigerant fumes escaping from the said appliance
- c) loss of refrigerant
- d) failure of the electricity supply and/or gas due to any cause not following the deliberate act of the supply authority or the exercise by such authority of its power to withhold or restrict supply

Other Money means

cash bank and currency notes consumer redemption vouchers cheques and Giro cheques Giro cash cheques Policies of deposit postal orders unexpired units in franking machines money orders telephone units bankers drafts National Savings Policies National Insurance stamps postage or revenue stamps luncheon vouchers Holiday with Pay stamps TV Licence stamps Stamps credit cards bills of exchange trading stamps negotiable gift tokens travellers cheques Premium Bonds credit company sales vouchers VAT purchase invoices and non negotiable instruments and any other property of a like nature all belonging to the Insured or any principal director or employee of the Insured whilst deposited with the Insured or for which they have accepted responsibility

Premises means any premises the property of or occupied or used by or extended or refurbished by or in conjunction with the Insured in the United Kingdom

Services means electricity gas telephone water mains drains and sewers electrical instruments meters piping cabling and all accessories thereto providing services to or from the Buildings and for which the Insured are responsible

Section 1 – Material Damage

Territorial Limits means

- a) Items B C and D - anywhere in the world including whilst in transit
- b) All other Items - anywhere in the United Kingdom

United Kingdom means Great Britain Northern Ireland the Isle of Man and the Channel Islands

- c) the Insurer's liability shall be limited to the value of the property at the time of the Damage
 - i) until the cost of reinstatement has actually been incurred
 - ii) if the reinstatement or replacement is not carried out with reasonable despatch

SETTLEMENT TERMS

Except as amended by the Particular Settlement Terms the Insurer will pay to the Insured the value of the property at the time of the Damage or the amount of the Damage or at the Insurer's option reinstate or replace such property or any part thereof

The Insurer's liability in respect of all Items of this Section arising out of any one incident or series of incidents arising from one cause shall not exceed the total Sum Insured nor in respect of any Item its Sum Insured provided that the Sum Insured shall not be reduced by the amount of any loss paid if the Insured undertakes to pay an appropriate additional premium if required to reinstate the Sum Insured

Items A, B, E and F

The cost of reinstatement or replacement in a new condition by property of the same kind and type but not superior to or more extensive than the damaged property when new

Reinstatement

In the event of reinstatement or replacement of Items A, B, E and F the following shall apply

- a) in respect of partial Damage – the Insurer's liability shall not exceed the amount they would have been liable to pay had the property been wholly destroyed
- b) in respect of reinstatement on another site - this may be carried out wholly or partially on another site and in any manner suitable to the Insured's requirements provided that it does not increase the Insurer's liability

Section 1 – Particular Settlement Terms

Difference in Conditions and Difference in Limits

This Section extends to include any claim arising from Damage to buildings, fixtures and fittings which are insured under a more specific policy but for which the Insured is legally liable in accordance with the requirements of a lease (other than where the Insured contracts to arrange the insurance) but only when the Damage and/or definitions and/or Conditions set forth in this Policy are broader in meaning or scope than those of a more specific policy

This Section shall also extend to cover the loss sustained by the Insured if after determination of the amount of loss under any separate policy the Insured shall be unable to collect the same in full as a result of:

unintentional shortfall in the sum insured and/or

the application of a coinsurance or average clause

The amount payable under this Policy shall be the difference between the amount recovered under a separate policy and the total amount of the loss

The Insurer's limit of liability under this extension shall not exceed £10,000,000 in respect of any one property.

BUILDINGS AND CONTENTS

The Insurer will pay the following amounts in respect of Buildings and Contents which have suffered Damage

Rebuilding

The cost of reinstatement or replacement in a new condition by property of the same kind and type but not superior to or more extensive than the damaged property when new

In the event of reinstatement or replacement of Buildings and Contents the following shall apply

a) in respect of partial Damage – the Insurer's liability shall not exceed the amount they would have been liable to pay had the property been wholly destroyed

- b) in respect of reinstatement on another site - this may be carried out wholly or partially on another site and in any manner suitable to the Insured's requirements provided that it does not increase the Insurer's liability
- c) the Insurer's liability shall be limited to the value of the property at the time of the Damage
- i) until the cost of reinstatement has actually been incurred
- ii) if the reinstatement or replacement is not carried out with reasonable despatch
- d) cover includes the reasonable additional costs incurred in replacement of damaged materials which given consideration of 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

Such Buildings shall not be regarded as being superior to or more extensive than when new

Loss of Market Value (A)

The reduction in the market value of the Buildings immediately following Damage solely as a result of the Damage but not exceeding the amount which would have been payable under the cost of Rebuilding or if the Insured is unable to rebuild or restore the Buildings totally or partially in their original form by virtue of the Stipulations

Loss of Market Value (B)

The reduction in the market value of the Buildings immediately following Damage solely as a result of the Damage in excess of the amount payable under the cost of Rebuilding provided that

- a) the Insured have made every effort to regain the original planning consent
- b) the Insured shall not have nor had any reason to be aware of Stipulations which could result in the Buildings not being repaired or restored in their original form

Section 1 – Particular Settlement Terms

- c) the amount payable in excess of the cost of Rebuilding shall be reduced by any compensation received as a result of the Stipulations being imposed and the Insurer's liability shall not exceed £5,000,000 any one claim

Accidental Discharge of Gas Systems

The Insurer will pay the cost of re-filling the cylinder(s) of any gas flooding system installed solely for the protection of Property Insured

Brand or Trademark

In the case of Damage to property bearing a brand or trademark or which in any way carries or implies the guarantee or the responsibility of the Insured the salvage value of such damaged property shall be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics or withdrawal of guarantees or implied responsibilities

Buildings Awaiting Demolition

If at the time of Damage any Buildings are awaiting demolition the liability of the Insurer shall be limited to the additional cost of removing Debris which is incurred by the Insured solely as a result of such Damage

72 Hour Clause

DAMAGE occurring continuously or intermittently during any period of 72 hours shall be deemed to constitute one loss at each Premises for the purpose of the application of the Amount Excluded.

Changing Locks

The Insurer will pay reasonable costs incurred for the necessary replacement of locks following the theft of keys (or reasonable evidence that keys have been duplicated by an unauthorised person) that provide entry to premises or safes or strong rooms therein

Subject to a limit any one occurrence of £50,000. The excess does not apply to this clause

Contracting Purchaser's Interest

If at the time of Damage the Insured have contracted to sell their interest in any Premises but the purchase has not been completed the purchaser shall be entitled upon completion of the purchase (insofar as the Premises are not otherwise insured by the purchaser or on his behalf) to the benefit provided by this Section

Contract Works

Covered under an additional policy

Credit Cards

Section 1 Item D(ii) includes financial loss sustained by the Insured or any principal director or employee of the Insured as a direct result of a credit charge debit or bankers card being lost or stolen and it being fraudulently used by someone other than the Insured or any principal director or employee of the Insured provided the Insured or any principal director or employee of the Insured has fully complied with the terms and conditions under which such card has been issued

Debris

The insurance by each Item includes costs and expenses necessarily incurred by the Insured in

- a) removing debris
- b) clearing cleaning or repairing Services
- c) dismantling and/or demolishing
- d) shoring up or propping portions of Buildings

In respect of Buildings leased or rented by the Insured to others cover includes the property of others not owned by the Insured but for which they are responsible or for which they deem themselves responsible subject to the Insurer's liability not exceeding £1,000,000

The Insurer will not pay for any costs or expenses

- i) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site

Section 1 – Particular Settlement Terms

- ii) in respect of Services beyond a half mile radius of the site of The Premises
- iii) arising from pollution or contamination of property not insured by this Policy

Extinguishment and Other Expenses

The Insurer will pay the reasonable costs incurred by the Insured in refilling fire extinguishing appliances replacing used sprinkler heads and resetting fire or intruder alarms

Fees

The insurance by each Item includes professional fees necessarily incurred in the reinstatement of the property including

- a) fees payable to the Insured's managing agents or any other company contracted to provide services similar to those of a managing agent when acting as a professional advisor but not any costs incurred in preparing a claim. The use of such advisers will be accepted as necessary where the Insured would have employed them in respect of reinstatement or other work of an equivalent nature in the normal course of their business
- b) further investigation expenses with the Insurer's prior consent where a Building has suffered Damage and in the opinion of a construction professional there is a reasonable possibility of other Damage to portions of the same Building which is not immediately apparent to establish whether such Damage has occurred

This includes the reasonable costs incurred by the Insured in establishing whether other Buildings in the vicinity have suffered Damage in the same incident

Loss Avoidance

The insurance by each Item includes costs incurred by the Insured in taking reasonable but exceptional measures to avoid or mitigate impending Damage which would otherwise have resulted in a claim under this Policy provided that

- a) the impending Damage did not stem from any reasonably foreseeable cause and that indemnity under this Policy would have been a natural outcome to be expected in the absence of such measures
- b) The Insurer is satisfied that the Damage has been avoided or reduced in consequence of the measures taken
- c) the Terms Exclusions and Conditions of this Policy shall apply as if Damage had occurred
- d) the amount payable by the Insurer shall be no greater than the cost that would have been incurred had the measures not been taken and Damage had occurred

The Insurer's liability is limited to £100,000 any one occurrence or series of events arising out of one occurrence

Metered Electricity Gas or Water

The insurance by Item B includes loss of metered electricity gas or water or other metered supply subject to the Insurer's liability not exceeding £50,000 any one occurrence or series of events arising out of one occurrence

Pairs and Sets

The insurance by Item F where property consists of articles in a pair or set is limited to the value of individual parts which may be damaged irrespective of any special value which such property may have as a pair or set

Pollution

The Insurance by this Section includes costs for cleaning up pollution and/or contamination caused by a sudden unexpected and unintended event. This is extended to include the Insured's contingent liability where a tenant is liable for such clean up costs but is unable to meet these and the Insured are ordered to make good such damage subject to the Insurer's liability not exceeding £100,000

Section 1 – Particular Settlement Terms

Public Authorities

The insurance by Items A and B includes the additional cost of reinstating any Damage incurred solely by reason of the necessity to comply with Buildings or other Regulations under or framed in pursuance of any European Community legislation or Act of Parliament or with bye-laws of any public authority or current Codes of Practice subject to the provisions set out below and excluding

- a) the cost incurred by complying with any of such Regulations or bye-laws or current Codes of Practice under which notice has been served upon the Insured prior to the happening of the Damage
- b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of such Regulations or bye-laws or Current Codes of Practice not arisen
- c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with any of such Regulations or bye-laws or Current Codes of Practice

Provisions

- 1 The work of reinstatement must be commenced and carried out with reasonable despatch and may be carried out upon another site (if such Regulations or bye-laws or Current Codes of Practice so necessitate) subject to the liability of the Insurer not being increased as a result
- 2 In respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) the amount recoverable shall not exceed 15% of the total amount for which the Insurer would have been liable had the building or item of contents been totally destroyed or damaged

- 3 If the liability of the Insurer under any Item of this Section apart from this extension is reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurer under this extension in respect of the Item shall be reduced in like proportion

Records and Documents

The Insurer will pay the

- a) value of the materials as stationery
- b) clerical labour and computer time expended in reproducing computer records or writing up documents
- c) costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

but excluding the value to the Insured of the information

Reinstatement to Match

The insurer will pay the cost of replacement repair or modification of undamaged parts of Buildings that form part of a suite common design or function where the Damage is restricted to a clearly identifiable area or to a specific part subject to the Insurer's liability not exceeding the amount that would have been payable for replacement repair or modification of the whole property forming a suite common design or function if such property had been wholly destroyed

Sprinkler Impairment

The insurance by this Section will not be affected in the event of sprinkler impairment provided that the Insurer is advised when such impairment exceeds three days and that the following precautions are complied with

- a) extra patrols are made around the area when an affected Premises is closed
- b) extra fire extinguishers are to be located nearby
- c) regular checks are made on any areas not immediately visible such as storerooms

Section 1 – Particular Settlement Terms

- d) smoking welding or any hazardous processes are controlled
- e) alterations extensions maintenance and the like is carried out as far as practicable during working hours or when responsible employees are present Where this is not practicable unaffected parts of the sprinkler system are to be left operational by using blanking plates or temporary connections and the like

Sprinkler Up-grading Costs

If following Damage to any sprinkler installation the Insurer requires the repaired or reinstated installation to conform to up-dated Sprinkler Rules the Insurer will pay the additional costs incurred by the Insured

Provided that the

- i) Insurer's liability in respect of any one incident shall not exceed 20% of the Total Sum Insured under Items A and B
- ii) amount recoverable excludes any rate tax duty development or other charge or assessment arising out of capital appreciation as a result of complying with the Insurer's requirements

Temporary Repairs

The Insurer will pay the costs actually incurred by the Insured in making temporary repairs and erecting temporary Buildings and/or Contents following Damage within the limits of the Sum Insured

Theft Damage to Buildings

Damage includes damage to Buildings for which the Insured is responsible in the furtherance of theft or attempted theft provided such damage is not covered by any other insurance

Trace and Access

In the event of Damage resulting from escape of water or oil as insured by this Policy the Insurer will pay

- a) all costs necessarily and reasonably incurred in locating the source of such Damage and making good

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

The Insurer's liability is limited to £50,000 any one occurrence or series of events arising out of one occurrence

Unauthorised Use of Utilities

The Insurer will pay the cost of electricity gas or water for which the Insured are legally responsible arising from its unauthorised use by persons taking or keeping possession or occupying the Buildings without the Insured's authority

It is a condition of this term that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered and subject to the Insurer's liability not exceeding £50,000 any one occurrence or series of events arising out of one occurrence

VAT

This Section includes Value Added Tax paid by the Insured or tenants which is not subsequently recoverable

Provided that

- 1 a) the Insured's or tenant's liability for such tax arises solely as a result of the reinstatement or repair of the Buildings to which such item relates following Damage
 - b) the Insurer has paid or agreed to pay for such Damage
 - c) if the payment made by the Insurer in respect of reinstatement or repair of such damage is less than the actual cost of reinstatement or repair any payment under this term resulting from the Damage shall be reduced in like proportion
- 2 the Insured's or tenant's liability for such tax does not arise from the replacement Buildings having greater floor area than or being better or more extensive than the destroyed or damaged Buildings
- 3 where the reinstatement on another site option has been exercised the Insurer's liability shall not exceed the amount of tax that would have been payable had the Buildings been rebuilt on their original site

Section 1 – Particular Settlement Terms

- 4 the Insurer's liability under this term shall not include amounts payable by the Insured or tenant as penalties or interest for non-or late payment of tax

This Policy includes any additional liability for Value Added Tax that the Insured may incur in respect of self supply of land in order to reinstate or repair property following Damage

Section 1 – Conditions

Average

If at the time of Damage

~ the total of the Declared Values by all Buildings or Contents

is less than the respective cost of reinstatement at Day One of the Period of Insurance the amount payable shall be proportionately reduced

If at the time of Damage

~ the Sum Insured on other property

is less than the value at the commencement of Damage the amount payable shall be proportionately reduced

Average Waiver Clause

In the event of a claim the Company agrees to waive the Average Clause if the Insured can provide documentary evidence of revaluation by or under the supervision of a Fellow or Member of the Royal Institute of Chartered Surveyors not more than three years prior to the date of the Damage with interim annual revaluations being set in accordance with the Royal Institute of Chartered Surveyors Rebuilding cost index and the declared Value under the policy has been and continues to be calculated reflecting such revaluations at each renewal.

Day One

The Declared Value at Day One of the Period of Insurance shall mean

~ the value shown in the Specification in brackets below the Sum Insured being the Insured's assessment of the cost of reinstatement as defined under Buildings and Contents applying at inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently)

Sums Insured shall mean 150% of the Declared Values but if the Damage to Buildings or Contents is paid under SETTLEMENT TERMS the Sums Insured shall be limited to 115% of the Declared Values

Designation

For the purpose of determining whether any property falls within the definition of Buildings the Insurer agrees to accept the designation under which such property has been entered in the Insured's books or which has been used by the Insured in computing the Declared Values hereunder or for which the Insured is responsible under the terms of a lease

Mortgagees

The interest of Mortgagees in this insurance shall not be prejudiced by any act or neglect of the Mortgagor or occupier of any Building insured by this Policy whereby the risk of Damage is increased without the authority or knowledge of the Mortgagee provided the Mortgagee shall immediately on becoming aware thereof give notice in writing to the Insurer and on demand pay any such reasonable additional premium as the Insurer may require

Other Interests

The interest of any other party including lessees and their mortgagees insofar as it relates to their verifiable interest in respect of property insured shall be automatically noted if requested by the Insured such interest being declared to the Insurer in the event of Damage The interest of the following are specifically noted by the Insurer

- a) contractors as a joint Insured where the Insured is required to effect insurance on the Buildings in joint names under the terms of a contract condition
- b) any party purchasing a Building from the Insured during the period between exchange and completion

Privity of Contract

This Policy extends to indemnify the Insured on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred with the Insurer's written consent) of the Insured included within the Insurer's maximum liability

- 1 against legal liability as former landlord or tenant to any current landlord or tenant to insure repair or reinstate Damage to premises which

Section 1 – Conditions

a) arises from a breach by any current landlord or tenant of its obligation under a lease to insure repair or reinstate Damage to any Assigned Premises such that the Insured is also in breach of those obligations and

b) arises out of any claim which is first made in writing to the Insured during any Period of Insurance and notified to the Insurer during or within 30 days after expiry of the same Period of Insurance

2 against legal liability for claimant's costs and expenses in connection with 1 above

3 in respect of

a) costs of legal representation at proceedings in any court arising out of any occurrence specified in 1 above which may be the subject of indemnity under this extension

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

incurred with the Insurer's written consent

Provided that

a) the indemnity shall not apply to legal liability arising out of any occurrence happening before the Retroactive Date of 1st April 2010

b) the Insurer's maximum liability any one occurrence for Buildings and Rent shall not exceed £5,000,000

c) the Insurer's liability shall in no case exceed the lesser of the difference between

i) the amount payable under any insurance effected by any other landlord former landlord tenant former tenant or any other insurance of this type and

ii) the total cost of insurance repairs or reinstatement as provided by this Policy

except in cases which fall within A below

A the difference between

i) the amount payable under any insurance effected by any other landlord former landlord tenant former tenant or any other insurance of this type and

ii) the amount payable under SETTLEMENT TERMS on page 2 of this Policy

if at the date of the occurrence the Assigned Premises is intended for renovation refurbishment or redevelopment

Material Alteration

The Insured shall notify Bluefin Insurance Services Limited of any alteration to any Item after the commencement of this insurance whereby

a) the business is wound up or carried on by a Liquidator or Receiver or permanently discontinued or

b) the risk is increased or

c) the Insured's interest ceases except by will or operation of law

unless such alteration be admitted by memorandum signed by or on behalf of the Insurer

This insurance shall not be invalidated by

A any act or omission

i) by the Mortgagor or occupier of any Building

ii) or alteration unknown to or beyond the control of the Insured

B failure of any detection protection and/or extinguishment system due to any defect or any cause extraneous to the Premises (or in the case of Goods in Transit to the vehicle)

whereby the risk of Damage is increased

Provided the

Section 1 – Conditions

- i) Mortgagor or occupier
- ii) Insured's Insurance Manager or equivalent responsible person

advises the Insurer immediately it comes to their notice and pays any reasonable additional premium required

- C any act or omission by tenants or co-tenants occupying the Buildings
- D workmen at the Buildings

Reinstatement

The Insurer may at their option reinstate or replace any property without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner

The Insured shall at their own expense produce and give to the Insurer all such plans documents books and information as the Insurer may reasonably require

Claims Notification and Procedures

On the discovery of any event which may give rise to a claim under this Section the Insured shall forthwith give notice to Bluefin Insurance Services Limited and

- a) give notice to the Police Authority within 7 days of discovery of Damage caused by malicious persons
- b) provide written details of the claim at their own expense

- i) Section 1

as soon as reasonably possible after the discovery of Damage (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances)

- ii) Section 2

within 30 days of expiry of the Indemnity Period

or such further time as the Insurer may allow in writing

- c) carry out and permit to take any action which may be reasonably practicable to prevent further Damage and to minimise any interruption of or interference with The Business or to avoid or diminish the loss

Reasonable Care

The Insured at his own expense shall take all reasonable care for the safety of the property insured

Section 1 – Excluded Causes

This Policy does not cover the following causes except as otherwise stated

- 1 Damage by riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons arising from nationalisation confiscation requisition seizure or destruction by order of the government or any public authority
- 2 Damage by storm or flood
 - i) attributable solely to change in the water table level (except insofar as subsidence is insured by this Policy)
 - ii) caused by frost except as covered by Item E of Section 1 and as included in the definition of Damage
- 3 Damage by theft or attempted theft by or in collusion with any employee of the Insured unless such Damage is notified to the Insurer within fourteen days of the occurrence of the event
- 4 All other Damage
 - i) to any property caused by
 - a) its own faulty or defective design or materials
 - b) inherent vice latent defect gradual deterioration wear and tear
 - c) faulty or defective workmanship on the part of the Insured or any of their employees

but these exclusions shall only apply to that part of the property immediately affected and shall not apply to Damage to other property resulting from such causes

- ii) caused by
 - a) corrosion rust vermin insects
 - b) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers super heaters pressure vessels or any range of steam and feed piping in connection therewith

- c) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates

but this shall not exclude

such Damage which itself results from other Damage and is not otherwise excluded

subsequent Damage which itself results from a cause not otherwise excluded

iii) caused by

- a) pollution or contamination unless resulting from a sudden identifiable unintended or unexpected cause which

- occurs in its entirety at a specific moment in time and place during any one Period of Insurance

- is not otherwise excluded

- b) disappearance or unexplained loss

- iv) to any building or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one Period of Insurance and which

- does not result from

- a) the construction demolition structural repair of any property

- b) groundworks or excavation works

at the Premises

- is not otherwise excluded

- 5 Damage due to pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

Section 1 – Excluded Causes

6 Terrorism

Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

- b) in Northern Ireland
 - i) riot or civil commotion
 - ii) strikers locked out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to Damage by fire or explosion

This insurance also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism

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 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 Insurer alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured

7 E-risks

- 1 loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss of whatsoever nature caused by or consisting of or arising directly or indirectly from

- a) erasure loss distortion corruption or unauthorised access to or modification of information on computer systems or other records programs or software by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotion or malicious persons

- b) other erasure loss distortion corruption or unauthorised access to or modification of information on computer systems or other records programs or software unless resulting from loss destruction damage or any consequential loss not otherwise excluded by this Policy

- c) misinterpretation, use or misuse of information on computer systems or other records programs or software unless resulting from loss destruction damage or any consequential loss not otherwise excluded by this Policy

- 2 loss or destruction of or damage to any computer equipment component system or item which processes stores transmits or retrieves data or to any part thereof whether the property of the Insured or not whether tangible or intangible and including without limitation any information programs or software or any loss or expense whatsoever resulting or arising therefrom where such loss destruction damage or expense is caused by or consists of or arises directly or indirectly from

- a) programming or operator error
- b) Virus or Similar Mechanism (as defined below)
- c) Hacking (as defined below)
- d) malicious persons

unless resulting from loss destruction or damage not otherwise excluded by this Policy

- 3 any consequential loss of whatsoever nature caused by or consisting of or arising directly or indirectly from

- a) programming or operator error
- b) Virus or Similar Mechanism (as defined below)

Section 1 – Excluded Causes

- c) Hacking (as defined below)
- d) malicious persons

unless resulting from any consequential loss not otherwise excluded by this Policy.

For the purposes of this Exclusion:-

Virus or Similar Mechanism means any program code programming instruction other set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations (whether involving self replication or not) including but not limited to "Trojan Horses" "Worms" or "Logic Bombs"

Hacking means unauthorised access to any computer or computer equipment, component, system or item whether the property of the Insured or not which processes stores transmits or retrieves data.

Section 2 – Business Interruption

If Damage as defined in Section 1 occurs at the Premises the Insurer will indemnify the Insured as set out under **SETTLEMENT TERMS**. The Insurer's liability shall not exceed in respect of each item of Rent 200% of the Sum Insured.

DEFINITIONS

The Business - as stated in the Schedule

Premises - as stated in Section 1

Indemnity Period - the period from the time the Damage occurs until the results of The Business cease to be affected by the Damage but not exceeding the Maximum Indemnity Period stated in the Specification

Maximum Indemnity Period - as stated in the Specification

Development - any construction contract for extension or refurbishment at the Premises in the United Kingdom

Outstanding Debit Balances - the most recent ascertainable figure adjusted for

- a) Bad debts
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to customers' accounts in the period between the date of the most recent ascertainable figure and the date of the Damage and
- c) any abnormal condition of trade which had or could have had a material affect on The Business

so that the adjusted figures represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred

Rent – the actual annual Rent (being revenue including service charge) at the commencement of the Period of Insurance

or if the Premises are untenanted at that date the actual annual Rent at which the Premises were subsequently let (or the estimated annual Rent at which they are expected to be let)

or if the premises are subject to a rent free period concession at that date – the actual annual Rent that applies from the date immediately after the rent free period ceases

In each case the amount to be proportionally increased where the Indemnity Period exceeds one year

Section 2 – Business Interruption

SETTLEMENT TERMS

The Insurer will pay in respect of the Premises which have suffered Damage

A i) **loss of Rent** being

the actual amount of the reduction in the Rent receivable by the Insured during the Indemnity Period solely in consequence of the Damage (including reductions as a direct consequence of the turnover of the lessee's business being reduced)

ii) **cost of re-letting** being

the costs necessarily and reasonably incurred from the date of the Damage until the expiry of the Indemnity Period in re-letting The Premises (including legal fees in connection with the re-letting) solely in consequence of the Damage

iii) **additional expenditure** being

the expenditure (other than that recoverable under A (ii) above) reasonably incurred in consequence of the Damage solely to avoid or minimise the loss of Rent during the Indemnity Period but not exceeding

~ the amount of the reduction avoided by such expenditure

iv) **accelerated reinstatement expenditure** being

the additional expenditure reasonably incurred during the Indemnity Period in consequence of the Damage solely to avoid or minimise any loss of Rent during the twelve months immediately after the expiry of the Indemnity Period but not exceeding the amount of the reduction avoided by such expenditure

B **Increased Cost of Working**

where a Sum Insured is shown against this Item in the Specification this insurance extends to include additional expenditure reasonably incurred with the Insurer's consent in order to minimise any interruption or interference with The Business during the Indemnity Period in consequence of the Damage

C **Additional Increased Cost of Working**

where a Sum Insured is shown against this Item in the Specification this insurance extends to include the expenditure (other than that recoverable under A (iv) or B above) reasonably incurred in consequence of the Damage for the purpose of maintaining The Business during the Indemnity Period

D **Advanced Rent**

where a Sum Insured is shown against this item in the Specification this insurance extends to include the loss of Rent being the actual shortfall in Rent received during the Maximum Indemnity Period less any savings in charges or expenses that would have been payable out of the Rent in consequence of Damage at the site of any Development to property comprising the Development or to other property used in connection with its construction or to any existing structure being incorporated into the Development provided such Damage shall cause interruption of or interference with the programme for the construction and marketing of the Development

E **Misuse or Contamination of Computer Systems**

Insofar as this insurance covers loss resulting from computer misuse the Insurer's liability in respect of loss shall not exceed £100,000 after the application of all the provisions of the insurance including any deductible

Computer misuse shall mean the deliberate or accidental misuse or contamination of any computer system (including programs and data) from any

a) act executed through accessing the system

b) infection of any kind within the system

Section 2 – Particular Settlement Terms

Alternative Accommodation

If in consequence of the Damage the Insured shall use other Premises to provide accommodation to tenants the Rent received from those Premises during the Indemnity Period shall be taken into account in assessing the loss of Rent during the Indemnity Period

Anchor Tenants

The insurance by each item on Rent is extended to include loss as insured resulting solely from Damage to buildings or other property at any location in the immediate vicinity of the Premises in direct consequence of which an anchor tenant vacates the Premises by virtue of their lease agreement enabling them to do so and

- a) the turnover of the other lessee's business is reduced and such reduction is directly attributable to a fall in the number of customers attracted to Premises whether the other lessee's premises suffer Damage or not
- b) this results in the termination and or renegotiation of any agreements for lease and or other loss of tenancy and or delay in completion or letting of the Premises

and in direct consequence of which the Rent receivable by the Insured is reduced.

Provided that

- i) this Extension shall not apply in addition to any cover provided under the Loss of Attraction Leased and Unleased Extensions
- ii) Damage shall exclude obstruction of roads streets and the like by weather or climatic conditions
- iii) the amount of the turnover for each lessee applying during the twelve months immediately before the date of the Damage and the amount by which but for the Damage such turnover fell short of the turnover that would have been received during the Indemnity Period in consequence of the Damage can be established
- iv) the cover under this Extension is subject to a Maximum Indemnity Period of 12 months

- v) the liability of the insurer for any one loss under this Extension shall not exceed 10% of the Sums Insured by any item or GBP 500,000 whichever is less

Buildings Awaiting Sale

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

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

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

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

the loss of interest being

- i) the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing The Business

- ii) the investment interest lost to the Insured on any balance of the sale proceeds after deduction of any capital borrowed as provided under (i)

less any amount receivable in respect of Rent

- c) the additional expenditure being

- i) the additional expenditure and the accelerated reinstatement expenditure as defined in

SETTLEMENT TERMS

Section 2 – Particular Settlement Terms

- ii) the additional legal fees and other expenditure reasonably and necessarily incurred solely as a result of the cancellation or delay in consequence of the Damage but not exceeding the expenditure incurred immediately prior to the Damage

except the amount payable shall be adjusted to provide for any benefit derived by the Insured from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by the Insured

Contracting Purchaser's Interest

Where Damage occurs prior to exchange of contracts and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of Rent to the same extent as the Insured would have if the Premises had not been sold

Denial of Access

This Section includes loss resulting from interruption of or interference with The Business carried on at The Premises in consequence of

- a) Damage to other property in the vicinity of The Premises which shall prevent or hinder the use of or access to The Premises whether The Premises or property of the Insured are damaged or not subject to a limit of £2,500,000 any one location
- b) access to The Premises being hindered or prevented as a result of the actions of or on order of the Police and/or Government or any local Government body due to the suspected or actual presence of an incendiary or explosive device on or in the vicinity of The Premises or occupation of The Premises or other property in the vicinity by members of a terrorist or criminal organisation or other unlawful occupants subject to a limit of £5,000,000 excluding any
 - i) incident involving an interruption of less than four hours duration
 - ii) period other than the actual period of hindrance or prevention of access to The Premises

- c) access to The Premises being hindered or prevented for a period in excess of 24 hours as a result of electricity gas road sewage or water workings in the vicinity of The Premises which are not the result of the Insured's or their landlord's instruction subject to a limit of £250,000 any one location
- d) access to The Premises being hindered or prevented for a period in excess of 24 hours as a result of extremes of weather in the vicinity of The Premises subject to a limit of £250,000 any one location and in the aggregate during the Period of Insurance

Fees

The Insurer will pay the reasonable charges payable by the Insured to their

- a) professional accountants for producing information reasonably required by the Insurer and for reporting that such information is in accordance with the Insured's accounts
- b) lawyers for determining their contractual rights under any Rent cesser clause or insurance break clause contained in the lease but not for any other purposes in the preparation of any claim

Outstanding Debit Balances

This Section includes loss sustained by the Insured as a result of Damage to the Insured's records and the amount payable in respect of any one occurrence shall be

- 1 The difference between
 - a) the Outstanding Debit Balances and
 - b) the total of the amounts received or traced in respect thereof
- 2 The additional expenditure incurred with the consent of the Insurer in tracing and establishing outstanding debit balances after the damage
- 3 Professional Accountants' charges necessarily and reasonably incurred for the purpose of investigating or verifying any claim under this extension

but not exceeding £500,000

Section 2 – Particular Settlement Terms

Payments on Account

Payments on account will be made to the Insured in respect of claims for loss of Rent on the date upon which but for the Damage the Rent would have been due from the lessee

Rent Free Period

If at the date of Damage any Premises insured by this Policy are subject to a rent free period concession under the terms of the lease then the Indemnity Period stated in the Specification shall be adjusted by adding the unexpired portion of the rent free period to the number of years shown in the Specification provided that the Insurer's liability shall in no case exceed 200% of the Sum Insured specified against the relative Item or any Limit of Liability stated in the Policy whichever is the lower

Rent of Residential Buildings

In the event that Premises occupied totally or partially for residential purposes suffer Damage and no Sum Insured on Rent for the residential portions has been allocated then this Policy extends to include such loss of Rent and other costs as specified under

SETTLEMENT TERMS

For the purposes of this term the

- a) Indemnity Period shall be a maximum of three years from the date of the Damage
- b) Insurer will indemnify the Insured in respect of any expenditure incurred in the provision of comparable accommodation for the benefit of any lessee to comply with the requirements of the lease subject to a maximum limit of 10% of the Building Sum Insured should the Premises be made uninhabitable in consequence of Damage

Savings

If any charge or expense payable out of Rent shall cease or reduce during the Indemnity Period in consequence of the Damage the sum saved shall be deducted from the amount otherwise payable under this Policy

VAT

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

Break Clause

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

Section 2 – Extensions

Additional Overhead Costs

This Section is extended to include additional overhead costs including but not limited to

- a) marketing letting selling legal fees and administration expenses
- b) the investment interest incurred on capital borrowed solely to offset in whole or in part the loss of use of the sale proceeds or the investment income lost on sale proceeds

all resulting from a delay in completion of a letting or sale in consequence of Damage subject to a limit of £100,000 any one claim

Infectious Diseases etc

Damage is extended to include

- a) contagious or infectious diseases
- b) unlawful killing including manslaughter murder suicide food or drink poisoning vermin pests or defective sanitary arrangements at The Premises
- c) injury or illness sustained by any customer or employee arising from or traceable to foreign or injurious matter in food and drink provided at The Premises

subject to a limit of £2,000,000 any one claim and a three month Maximum Indemnity Period

Interest/Investment Costs

This Section is extended to include any additional interest incurred and/or investment income lost in the financing of any Development including costs associated with the raising of additional finance as a result of any delay in completion of the contract as a consequence of Damage to the contract works subject to the Insurer's limit of liability not exceeding £100,000 any one claim

Loss of Attraction

This section is extended to include reduction in the Insured's Rent receivable following loss of attraction as follows

- a) leased premises – loss resulting solely from Damage to buildings or other property at any location in the vicinity of The Premises in consequence of which the turnover of the lessee's business is affected
- b) unleased premises – loss resulting solely from Damage to buildings or other property at any location in the vicinity of The Premises in consequence of which an agreement to lease The Premises in the course of negotiation is avoided or delayed
- c) pollution of any sea beach waterway or river occurring within a 25 mile radius of The Premises
- d) temporary total closure of The Premises for a period in excess of 24 hours due to electric gas road sewage or water workings in the vicinity which are not the result of the Insured's instructions and which prevents all access by customers or suppliers of the lessees
- e) loss of use or access to The Premises being prevented by extremes of weather in the vicinity in excess of a 24 hour period of interruption

Subject to a limit of £1,000,000 any one claim in respect of each of (a) (b) (c) (d) and (e)

Loss of Investment Income on Late Payment of Rent

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

Suppliers

This Section is extended to include loss of Rent in consequence of Damage to property at the Premises of any company contracted to provide services to the Insured provided that

Section 2 – Extensions

- i) the liability of the Insurer shall not exceed the limit stated in the Specification and
- ii) this extension shall not apply to the Premises of any of the Insured's customers except to the extent that they are also customers of the Insured's suppliers

Utilities - Failure to Arrive

This Section is extended to include loss of Rent in consequence of failure of the supply (but excluding any failure which does not include interruption of supply for at least four hours) of

- a) electricity at the terminal ends of the supplier's service feeders at the Premises
- b) gas at the supplier's meters at the Premises
- c) water at the supplier's main stop cock serving the Premises (other than by drought)
- d) telecommunications at the supplier's equipment at the Premises
- e) any internet service provider at the Premises

not occasioned by the deliberate act of any supplier nor by any supplier exercising its power to withhold or restrict supply provided that the liability of the Insurer shall not exceed the limit stated in the Specification

Sections 1 and 2 – Extensions

Capital Additions

Sections 1 and 2 include cover for Buildings newly

- a) acquired by the Insured including Contents and Rent relating thereto
- b) constructed altered or refurbished including Contents and Rent relating thereto but not in respect of any appreciation in value

in the United Kingdom to the extent that the Insured's interest is not protected by other more specific insurance provided that the

- i) Insured shall declare the value of such additions annually and shall pay an appropriate additional premium if required from the commencement of the Insurer's liability
- ii) Insurer's liability any one claim for Buildings Contents and Rent shall not exceed £10,000,000 any one premises or 20% whichever is the less
- iii) provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under (i) above

Eviction of Squatters Expenses

Legal and all other expenses necessarily and reasonably incurred by the Insured due to the eviction of squatters from any of the Premises or parts thereof subject to the Insurers liability not exceeding £50,000 any one occurrence. The Insured can incur such expenses up to £5,000 without prior referral to the Insurer. The Insurers prior written approval is required for amounts in excess of £5,000.

Fly Tipping

The insurance on each item of Buildings extends to include costs necessarily and reasonably incurred in clearing and removing any property illegally deposited in on or around the Premises provided that

- a) The liability of the Insurer shall not exceed £10,000 any one claim and £25,000 in aggregate in respect of all claims in any one period of insurance
- b) The Insurer shall not be liable for the amount of the Excess shown in the Schedule

Inadvertent Omission to Insure

Sections 1 and 2 include cover for premises in the United Kingdom which the Insured own or which they are responsible to insure which the Insured has inadvertently failed to insure

- a) under this or any other policy
- b) against all the causes or covers insured by this Policy but cover is restricted to the uninsured causes or covers only

Provided that

- 1 immediately on becoming aware of any premises not insured
 - i) the Insured shall arrange insurance with the Insurer with effect from inception of this Policy or any other policy with the Insurer that this Policy has replaced or the date upon which the insurance should have been arranged whichever is the later
 - ii) for all the causes or covers insured by these Sections of the Policy the Insured shall arrange insurance for the uninsured causes or covers with effect from inception of this Policy or any other policy with the Insurer that this Policy has replaced or the date upon which the insurance should have been arranged whichever is the later
- 2 this extension shall not apply to any premises covered under the Capital Additions extension
- 3 the Insurer's liability any one claim for Buildings Contents and Rent shall not exceed £10,000,000 any one premises

Third Party Failure to Insure

Sections 1 and 2 include cover for premises in the Territorial Limits which the Insured own or lease or in which the Insured has any other financial interest and for which another landlord or lessee or other party (not being the Insured) is responsible by virtue of lease or other contractual requirements and which the landlord or lessee or other party has failed to insure

- a) against all the Damage insured by this Policy or

Sections 1 and 2 – Extensions

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

Provided that

- 1 immediately on becoming aware of any premises not insured
 - i) against all the Damage insured by this Policy the Insured shall arrange insurance with the Insurer for the uninsured Damage
 - ii) for a sufficient amount to provide for reinstatement of the Buildings and loss of Rent the Insured shall arrange insurance with the Insurer for the cost of reinstatement and loss of Rent
- 2 this extension shall not apply to any premises covered under any other Particular Settlement Term clause or extension in this Policy
- 3 the Insurer's liability for any one loss for Buildings Contents and Rent shall not exceed £10,000,000 any one premises but in no case shall the liability of the Insurer exceed the difference between the amount payable under any insurance effected by the landlord or lessee or other party or any other insurance on the Premises and the total cost of reinstatement and loss of Rent as provided by this Policy

Section 4 – Combined Liability

This Section will provide the indemnity described in each Item against liability incurred in the course of The Business

DEFINITIONS

Asbestos means crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

Asbestos Containing Materials means any material containing Asbestos or Asbestos Dust

Asbestos Dust means fibres or particles of Asbestos

Bodily Injury means death illness and disease

Employee means

- a) any person under a contract of employment service or apprenticeship with the Insured unless in partnership with the Insured
- b) any person who is hired to or borrowed by the Insured
- c) any other person taking any part in the performance of a contract with the Insured the primary purpose of which is the provision of labour
- d) persons gaining work experience

working for the Insured in connection with The Business

Event means one occurrence or all occurrences of a series consequent on or attributable to one source or original cause that happens during the period of insurance

Goods means anything sold supplied designed or manufactured by the Insured once it is no longer in the custody or control of the Insured and shall include containers packaging labels instructions for use and advice

Offshore means embarkation on to a vessel or aircraft for conveyance to

- a) any installation in the sea or tidal waters which is intended for
 - i) underwater exploitation of mineral resources or exploration with a view to such exploitation
 - ii) the storage or recovery of gas

- b) any pipe or system of pipes in the sea or tidal waters
- c) any installation which is intended to provide accommodation for persons who work on or from the above mentioned locations

until disembarkation from the conveyance on to land upon return from the above locations

Personal Injury shall include Bodily Injury mental injury wrongful arrest false imprisonment mental anguish or nervous shock

Persons Insured means

- a) the Insured
- b) the Insured's Executor or Administrator in the event of the death of the Insured but only in respect of liability incurred by the Insured
- c) any principal landlord lessor or hirer in respect of the liability of such party arising out of the performance by the Insured of any contract or agreement entered into by the Insured for the supply of goods performance of work or the use of property or facilities to the extent required by such contract or agreement
- d)
 - i) any committee officer member or Employee of the Insured's social sports welfare or theatrical organisations or clubs first aid fire security medical or ambulance services in his respective capacity as such but this shall not include medical or dental Practitioners in relation to medical services provided
 - ii) any partner or Employee of the Insured working for the Insured in connection with The Business
- e) any individual Employee of the Insured in respect of private work undertaken by other of the Insured's Employees for such individual

Property shall be material property

Section 4 – Combined Liability

Property in the Charge or Control of the Persons Insured shall not include

- a) i) partners' Employees' and visitors' property/effects including vehicles
- ii) premises and their contents not owned or rented by the Insured but which are temporarily occupied by the Insured for the purpose of carrying out work
- b) premises (including fixtures and fittings) leased or rented to the Persons Insured provided that where liability arises under an agreement the Insurer shall be liable to pay compensation only if such liability would have attached notwithstanding such agreement

Territorial Limits means anywhere in the World

Terrorism means any act including but not limited to the use of force or violence or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear

The Business shall include in addition to the activities described in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man all normal ancillary activities which shall incorporate but not be limited to

- a) the provision and management of canteen social sports welfare theatrical and similar organisations for the benefit of the Insured's Employees
- b) fire brigade first aid medical ambulance security and similar services
- c) private work undertaken by any Employee with the approval of a director partner or senior executive of the Insured
- d) the hiring or lending out of Employees to a third party
- e) the repair or servicing of vehicles other than repair or servicing carried out in pursuance of the business of motor engineers and/or repairers to the public

- f) ownership maintenance repair or refurbishment of property or premises owned by the Insured

EXTENSIONS

Legal Expenses

Subject to the terms conditions and exclusions of this Policy the Insurer will indemnify the Insured in respect of

- i) costs and expenses incurred with their written consent
- ii) costs and expenses awarded against the Persons Insured

in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) or in connection with an appeal against an improvement or prohibition notice as a result of an occurrence during the period of insurance under the statutes listed below and all instruments regulations and the like issued thereunder

- Health and Safety at Work Act 1974
- Part II of the Consumer Protection Act 1987
- Data Protection Act 1998
- Food Safety Act 1990
- Disability Discrimination Act 1995
- Racial Discrimination Act 1995

Provided always that the Insurer shall not be liable

- a) for the payment of fines or penalties
- b) where the prosecution or notice results from a deliberate management decision act or omission
- c) where indemnity is provided under any other more specific Insurance
- d) for compensation ordered or awarded by a Court of Criminal Jurisdiction
- e) where injury of any person or loss of or damage to property has occurred

Section 4 – Combined Liability

The Insurer's liability shall not exceed £50,000 per occurrence in respect of the Disability Discrimination Act 1995 and the Racial Discrimination Act 1995

Compensation for Court Attendance

In the event of the Persons Insured being required to attend court as a witness in connection with a claim notified under this Section the Insurer will provide compensation at the following rates for each day on which attendance is required

- | | |
|---|------|
| a) Any principal director or partner of the Insured | £500 |
| b) Any other Employee | £250 |

Manslaughter Defence Costs

The Insurer will indemnify the Insured in respect of

- a) legal costs and expenses incurred with the prior written consent of the Insurer and
- b) costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury occurring during the Period of Insurance in connection with the Business and which may be the subject of indemnity under this Section

Provided that

- i) the maximum amount payable under this extension shall not exceed £5,000,000 during any one Period of Insurance or the Limit of Indemnity under this Section as stated in the Schedule whichever is the lesser
- ii) all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity under this Section as stated in the Schedule

- iii) where the Insurer has already indemnified the Insured in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this extension

- iv) the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment

the Insurer will not pay for

- a) any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- b) legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process Any change to such prospect of success during the appeals process may result in cover being removed
- c) costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- d) costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man
- e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by
 - i) the Insured
 - ii) any partner or director of the Insured
 - iii) any Employee

Section 4 – Combined Liability

Pollution Clean up Costs

In respect of Pollution or Contamination occurring in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man 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, the Insurer will also indemnify the Insured against:

- a) the cost of any Remediation legally required or ordered by any statutory authority or regulator (acting in accordance with the terms of any Environmental Legislation) to be conducted by the Insured; and
- b) liability for the cost of any Remediation conducted by any statutory authority or regulator and legally sought from the Insured by that statutory authority or regulator in accordance with the terms of any Environmental Legislation

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

For the purposes of this extension, the following definitions shall apply:

Remediation shall mean works or operations to treat, remove or dispose of Pollution and Contamination For the avoidance of doubt, it excludes:

- a) works or operations to reinstate, reintroduce or restore flora or fauna
- b) works or operations to restore natural habitats or species protected under Environmental Legislation

Environmental Legislation shall mean any legislation for the protection of the environment or control of Pollution and Contamination

Pollution and Contamination shall mean all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures)

Provided that:

- 1) under this extension, the Insurer shall indemnify the Insured only to the extent that the Remediation to which the indemnified cost relates is the minimum necessarily conducted under the provisions of Environmental Legislation
 - 2) this extension does not cover any costs, or any liability for costs, of Remediation arising out of:
 - a) Pollution and Contamination occurring outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
 - b) Pollution and Contamination consisting of any radioactive substances or asbestos
 - c) Pollution and Contamination caused by Products
 - d) Pollution and Contamination caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road), marine vessel or aircraft
 - 3) this extension does not cover any costs, or any liability for costs, of Remediation carried out on, or in order to protect, any property belonging to or in the charge or control of the insured other than premises not belonging leased rented or hired to the Insured but temporarily in the Insured's charge for the purpose of carrying out work
 - 4) the total amount payable under this Extension during any one Period of Insurance shall not exceed £2,000,000
- and
- the total amount payable
- a) under this Extension and
 - b) otherwise under this Section for all compensation in respect of Pollution or Contamination (as defined therein) which is deemed to have occurred during any one Period of Insurance

shall not exceed in the aggregate during any one Period of Insurance the Limit of Indemnity in the Schedule

Section 4 – Combined Liability

- 5 this extension does not cover any costs, or any liability for costs, to the extent they relate to
- a) any measures to prevent the spread of Pollution or Contamination or the removal of an immediate threat of Pollution or Contamination
 - b) the removal or disposal of any waste deposited by or on behalf of the insured
 - c) any amounts payable by way of compensation to third parties affected by such Pollution and Contamination
 - d) any amount payable by way of fine or penalty
 - e) any costs and expenses incurred by the Insured, or prosecution costs and expenses awarded against the Insured, in connection with any criminal proceedings arising out of the Pollution or Contamination
 - f) any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to the incident that caused the Pollution and Contamination

Section 4 – Conditions

Claims Notification and Procedures

The Insured shall give notice to Bluefin Insurance Services Limited as soon as possible in writing of

- i) the happening of any occurrence
- ii) receipt of notice of any claim or the institution of any proceedings

which may give rise to a claim under this Section

The Insured shall not admit liability for or offer or agree to settle any claim without the written consent of the Insurer who shall be entitled to take over and conduct in the name of the Persons Insured the defence of any claim and to prosecute any claim in the name of the Persons Insured for the Insurer's benefit and shall have full discretion in the conduct of any negotiations and proceeding and the settlement of any claim. The Persons Insured shall give all such assistance as the Insurer may reasonably require

The Insurer may at any time pay to the Insured or at his discretion pay to the Persons Insured claiming to be indemnified the appropriate Limit of Indemnity (less any sums already paid as Compensation). The Insurer shall then relinquish the conduct and control of such claims and shall be under no further liability in respect thereof except for costs and expenses of litigation incurred prior to the date of such payment

Cross Liabilities

Any claim made by any Person Insured against any other Person Insured shall be treated as though the party so claiming is not a Person Insured

Deliberate Acts

The Insured shall not deliberately do or fail to do anything which act or failure to his knowledge will with reasonable certainty result in injury loss or damage as insured hereunder. This Condition shall not operate in respect of the deliberate act or failure of an individual Employee

Material Facts

Prompt notification by the Insured of any alteration in risk which materially affects this insurance shall be a condition precedent to any liability of the Insurer to provide indemnity under this Section

Reasonable Care

The Insured shall take and cause to be taken reasonable care to prevent Personal Injury or loss of or damage to Property

Item A – Employers' Liability

COMPENSATION

- 1 Subject to the Limit of Indemnity stated in the Specification the Insurer will indemnify the Persons Insured for all damages (including claimants' costs and expenses) as the Persons Insured shall become legally liable to pay in respect of or arising out of Bodily Injury caused to any Employee in the course of his employment or engagement within Great Britain Northern Ireland the Channel Islands or the Isle of Man or while temporarily outside these territories during the Period of Insurance
- 2 The Insurer will also pay within the Limit of Indemnity stated in the Specification
 - a) all costs and expenses incurred with their written consent
 - b) the legal expenses incurred for representation of the Persons Insured at any official enquiry investigation or legal proceedings arising from any circumstances which may give rise to a liability as described in Paragraph 1
 - c) compensation for loss of or damage to Employees' effects occurring in connection with Bodily Injury which is the subject of indemnity under Paragraph 1
- 3 The total payable under this Item shall not exceed £5,000,000 in respect of any one Event arising directly or indirectly out of Terrorism

The indemnity granted by this Item is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees in Great Britain Northern Ireland the Isle of Man the Island of Jersey the Island of Guernsey the Island of Alderney and offshore installations in territorial waters around Great Britain and its Continental Shelf BUT the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law

CONDITION

If this Policy or Item is cancelled mid-term any Policy of Employers' Liability Insurance issued hereunder is similarly cancelled from the same date.

EXTENSION

Contractual Liability

In the event of the Insured entering into a contract or agreement whereby the Insured assumes a liability which would not have attached in the absence of such contract or agreement the Insurer will only provide indemnity if the sole conduct and control of any claim is vested in the Insurer

Indemnity to Other Parties

The Insurer will provide and indemnity to the Insured for employees of The Mall People Ltd but only in respect of which the Insured are legally liable and could have been entitled to indemnity under the policy if the claim had been made against the Insured

Transfer of Undertaking (Protection of Employment) Regulations 1981 Extension

Subject to the Limit of Indemnity stated in the Specification for Section 4 Item A the indemnity will apply insofar as the Insured has acquired a legal liability for Bodily Injury sustained by any Employee prior to the Period of Insurance by virtue of the Transfer of Undertaking (Protection of Employment) Regulations 1981 Provided that there is no indemnity afforded to the Insured by any other insurance the Insurer will provide indemnity in respect of any claim first made against the Insured during the Period of Insurance in connection with such Bodily Injury

Unsatisfied Court Judgement

In the event of a judgement for damages being obtained

- a) by any Employee or the personal representatives of any Employee in respect of or arising out of Bodily Injury caused to the Employee in the course of his employment or engagement in The Business during any Period of Insurance
- b) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man
- c) remaining unsatisfied in whole or in part six months after the date of such judgement

Provided that

Item A – Employers' Liability

- a) there is not an appeal outstanding
- b) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Insurer

EXCLUSIONS

The indemnity will not apply to legal liability

- 1 in respect of Bodily Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Community
- 2 of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is

- i) that of any principal
- ii) accepted under agreement and would not have attached in the absence of such agreement

Item B – Public Liability

COMPENSATION

- 1 Subject to the Limit of Indemnity stated in the Specification the Insurer will indemnify the Persons Insured for all damages as the Persons Insured shall become legally liable to pay in respect of or arising out of
 - a) Personal Injury to any person
 - b) loss of or damage to Property other than
 - i) Property belonging to the Insured
 - ii) Property in the Charge or Control of the Insured
 - iii) Property belonging to or in the Charge or Control of any other Person Insured claiming to be indemnified
 - c) obstruction trespass to land or goods or interference with traffic any easement right of air light water or way
happening within the Territorial Limits during the Period of Insurance in connection with The Business
- 2 And in addition the Insurer will
 - a) indemnify the Persons Insured against legal liability for claimant's costs and expenses in connection with 1 above
 - b) pay all other costs and expenses incurred with their written consent
 - c) pay the legal expenses incurred for representation of the Persons Insured at any official enquiry investigation or legal proceedings arising from any circumstances which may give rise to a liability as described in Paragraph 1

EXTENSIONS

Defective Premises Act

Subject to the Limit of Indemnity stated in the Specification the indemnity will apply to legal liability for Bodily Injury or loss of or damage to Property incurred by the Insured by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the Insured

The indemnity will not apply

- a) where indemnity is provided by any other insurance
- b) to damage to that part of the Premises alleged to be defective
- c) for any claims happening prior to such disposal

Motor Contingency

Subject to the Limit of Indemnity stated in the Specification and notwithstanding the Exclusion in respect of Vehicles the indemnity will apply to legal liability for Personal Injury or loss of or damage to Property arising out of the use of any motor vehicle not the property of nor provided by the Insured

The indemnity will not apply to

- a) Personal Injury or loss of or damage to Property whilst such motor vehicle is being driven by the Insured
- b) loss of or damage to such motor vehicle or its contents
- c) Personal Injury or loss or damage to Property occurring in North America

Overseas Personal Liability

The Insurer will indemnify the Insured and if the Insured so requests any partner director or Employee of the Insured (or their immediate family accompanying them) against legal liability incurred in a personal capacity whilst outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with The Business

Item B – Public Liability

The indemnity will not apply to

- a) legal liability arising out of the ownership or occupation of land or buildings
- b) where indemnity is provided by any other insurance

Retrospective Subsidence

The Insurer will indemnify the Insured in accordance with the terms of Item B in respect of Personal Injury or damage to Property caused by subsidence landslip or heave prior to 1 December 2005. This extension shall apply in so far as the Insured is unable to obtain indemnity under any previous policy of insurance.

EXCLUSIONS

The indemnity will not apply to legal liability for

Aircraft Watercraft and Vehicles

Personal Injury loss of or damage to Property caused by or in connection with the ownership possession or use by the Persons Insured of

- a) any waterborne vessel or craft except
 - i) where the craft is hand propelled
 - ii) when used on inland waterways or coastal waters for business entertainment purposes or incidental business use
- b) any mechanically propelled vehicle other than legal liability arising out of
 - i) the actual bringing to or taking away of the load from any vehicle in connection with the loading or unloading of such vehicle
 - ii) use of such vehicle as a tool of trade
 - iii) use of mobility scooters

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- c) any aircraft or other aerial or aerospace device

Goods Sold or Supplied

Personal Injury loss of or damage to Property caused by Goods supplied in the course of The Business or recommended by or on behalf of the Persons Insured other than Personal Injury loss of or damage to Property caused by

- a) anything in the Charge or Control of the Persons Insured
- b) food or beverages sold or supplied by the Insured as a service to partners Employees visitors or guests

Manual Work Outside the European Union

Personal Injury or loss of or damage to Property caused by or in connection with manual activities of any Employee outside the European Union working for the Insured in connection with The Business

For the purposes of this Exclusion the European Union is deemed to include the Isle of Man and the Channel Islands

Item C – Products Liability

COMPENSATION

1 Subject to the Limit of Indemnity stated in the Specification the Insurer will indemnify the Persons Insured for all damages as the Persons Insured shall become legally liable to pay in respect of or arising out of

- a) Personal Injury to any person
- b) loss of or damage to Property other than
 - i) Property belonging to the Insured
 - ii) Property in the Charge or Control of the Insured
- c) obstruction interference with traffic loss of amenities trespass nuisance or any like cause

happening within the Territorial Limits during the Period of Insurance arising from Goods supplied in connection with The Business

2 And in addition the Insurer will

- a) indemnify the Persons Insured against legal liability for claimant's costs and expenses in connection with 1 above
- b) pay all other costs and expenses incurred with their written consent
- c) pay the legal expenses incurred to represent the Persons Insured at any official enquiry investigation or legal proceedings arising from any circumstances which may give rise to a liability as described in Paragraph 1

EXCLUSIONS

The indemnity will not apply to legal liability for

Aviation Products

Personal Injury or loss or damage to Property caused by Goods installed or incorporated in any aircraft or other aerial or aerospace devices and which have been specifically supplied by the Insured for that purpose

Recall or Guarantee

Loss of or damage to or the cost and expenses of repairing recalling removing altering treating or replacing that part of any Goods which give rise to a claim

Item D – Financial Loss

COMPENSATION

- 1 Subject to the Limit of Indemnity stated in the Specification the Insurer will indemnify the Persons Insured for all damages (including claimants' costs and expenses) as the Persons Insured shall become legally liable to pay in respect of any claim for financial loss first made against the Insured during the Period of Insurance
- 2 And in addition the Insurer will pay all costs and expenses (other than claimants' costs and expenses) incurred with their written consent

EXCLUSIONS

The indemnity will not apply to legal liability

Contractual Liability

For any claim which attaches by virtue of any agreement unless liability would have attached in the absence of such agreement

Injury or Damage

Arising out of Personal Injury or loss of or damage to Property provided however that subject to the Recall or Guarantee Exclusion attaching to this Item this Exclusion shall not apply to liability for financial loss which is solely and directly consequent upon damage to Goods

Insolvency

For any claim resulting from the insolvency or financial default of the Insured

Previous Circumstances

For claims which arise out of any circumstances notified to a previous Insurer or known to the Insured at inception of this Policy

Recall or Guarantee

For loss of or damage to or the cost and expenses of repairing recalling removing altering treating or replacing Goods which give rise to a claim or the cost of making good any faulty or inadequate workmanship performed by or on behalf of the Insured

Section 4 – Exclusions Items B C and D Only

The Indemnity will not apply to legal liability

Breach of Copyright

For any claim or claims resulting from conspiracy conversion deceit inducement of breach of contract or infringement of patent copyright trademark or trade name by the Insured

Contract Works and J.C.T. Clause 21.2.1

For loss of or damage to Property

- a) comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured
- b) against which the Insured are required to effect insurance under the terms of Clause 21.2.1 of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind

Data Recognition

Or any liability of whatsoever nature nor to any proceedings which are caused directly or indirectly by or arise out of the Failure of a System

Definitions

For the purposes of this Exclusion

- A Failure of a System means the failure or inability of a System (whether or not owned by the Insured)
 - i) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent
 - ii) to operate as a result of any command programmed into the System utilising any date (whether a date in the Year 2000 or any other date)
- B System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

C Microchip includes integrated circuits and microcontrollers

Subject otherwise to all the terms Exclusions and Conditions of this Section

Deductible

For any amount stated in the Specification

Injury to Employees

For Bodily Injury caused to any Employee in the course of his employment

Penalties and Liquidated Damages

For any amount in respect of liquidated damages or under a penalty clause

Fear of Asbestos and Removal Costs

mental injury or fear of suffering Bodily Injury arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

Professional Liability

Arising out of or in connection with advice design consultancy specification formulae or supervision given or undertaken by the Insured not pursuant to the supply or intended supply of Goods or solely for a fee

Pollution or Contamination

Caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by the Insurer for the purposes of this Policy to have occurred at the time such incident takes place

Section 4 – Exclusions Items B C and D Only

The liability of the Insurer for all compensation payable 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 limit of indemnity stated in the specification

This exclusion shall not apply to any discharge release or escape of Legionella or other air-borne pathogens from water tanks water systems air conditioning plants cooling towers and the like

Provided that

- a) the Insurer will only indemnify the Insured
 - i) in respect of claims arising from Pollution or Contamination which arise out of or as a consequence of any discharge release or escape of Legionella or other air-borne pathogens from water tanks water systems air conditioning plants cooling towers and the like first made in writing to the Insured during the Period of Insurance or
 - ii) if the first notification of a circumstance which has caused or is alleged to have caused Personal Injury or damage to Property and can be reasonably expected to give rise to a claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge release or escape of Legionella or other air-borne pathogens from water tanks water systems air conditioning plants cooling towers and the like is notified to the Insurer during the Period of Insurance or within thirty (30) days after expiry of the same Period of Insurance
- b) this cover shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge release or escape of Legionella or other air-borne pathogens from water tanks water systems air conditioning plants cooling towers and the like if before the Period of Insurance the Insured had become aware of the circumstances which have given or may give rise to such Pollution or Contamination

ALL RISKS TERRORISM INSURANCE

Effective Date: 1 April 2010

Notwithstanding any provisions to the contrary within this Policy the insurance by this Policy is extended from the Effective Date to include Damage to the Property Insured described in the Specification and consequential loss resulting therefrom insofar and to the extent that it is insured in the Territories stated below caused by or resulting from an Act of Terrorism

Provided always that Terrorism insurance is

A not subject to any of the exclusions specified in this Policy pertaining to excluded occurrences of Damage other than those applying specifically in respect of Terrorism Insurance as stated below and

B subject to all the terms and conditions of this Policy except as expressly varied below

Provided also that the Insurer's liability in respect of all losses arising out of any one occurrence and in the aggregate in any one period of insurance shall not exceed the limit(s) shown in respect of the Territories stated below after the application of all the provisions of the insurance including any Excess

Territory Limit of Liability

1	Great Britain		As otherwise specified in this Policy
2	a	The Channel Islands)	As otherwise specified in this Policy but not exceeding £10,000,000
	b	The Isle of Man)	
3	Elsewhere in the world		Not insured

EXCLUSIONS

Terrorism does not cover

War and Allied Risks

War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Electronic Risks

Any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from 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 the property of the Insured or not where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

Nuclear Risks and Chemical Biological Contamination

Any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising 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

caused or occasioned by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes whose intention or intentions include but is not limited to influencing any government and/or putting the public or any section of the public in fear

This exclusion shall not apply to property situated in Great Britain other than in respect of Residential Property

DEFINITIONS

Act of Terrorism means an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

Damage means accidental loss destruction or damage

Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks or network services or network connectivity or information systems

Great Britain means England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987) nor the Isle of Man nor the Channel Islands

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the Insured or not

Private Individual means any person other than

- a) a Trustee or body of Trustees where insurance is arranged under the terms of a trust
- b) a person who owns Residential Property for the purpose of their business as a sole trader

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the title of the Insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured

Residential Property means

- a) houses and blocks of flats and other dwellings insured in the name of a Private Individual
- b) household goods and personal effects of every description

Virus or Similar Mechanism means any 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

SPECIAL CONDITIONS

- 1 In any action suit or other proceedings where the Insurer alleges that any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such damage or loss is covered shall be upon the Insured
- 2 Any provision in this Policy which provides for any sum insured or limit of liability to be automatically reinstated following a loss shall not apply to losses covered by this Terrorism Insurance

- 3 Any aggregate limit contained in this Policy regarding the amount borne by the Insured as a result of the operation of an excess shall not apply to Terrorism Insurance
- 4 Any terms in this Policy which provide for adjustments of premium based upon declarations on expiry or during the period of insurance do not apply to Terrorism Insurance
- 5 If this Policy is subject to any Long Term Agreement/Undertaking it does not apply to Terrorism Insurance

