

# Property Owners Policy

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# Introduction

The proposal form or statement of fact made by You forms the basis of this insurance.

The information and statements contained in the proposal form or statement of fact have been relied upon for the acceptance of this insurance and for determining the terms of such acceptance.

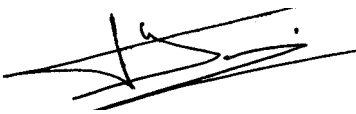
You must ensure that the information and statements contained in the proposal form or statement of fact are accurate and that all material facts have been disclosed. Failure to disclose material information could result in the non-payment of claims or the avoidance of this insurance.

You must inform Us of any material change in circumstances which may affect this insurance. If You are in any doubt about any of the above You should consult Your Insurance Broker or Advisor.

Please read this Policy together with the Schedule and any Endorsements and notify Us immediately of any errors or omissions.

In consideration of the payment of the premium specified in the Schedule, We will provide the insurance as described in this Policy during the Period of Insurance subject to the terms Conditions and Exclusions of this Policy.

Signed for and on behalf of Groupama Insurance Company Limited



François-Xavier Boisseau  
Chief Executive Officer  
Groupama Insurance Company Limited  
6<sup>th</sup> Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB

# Definitions

## **Building(s)**

The buildings at the Premises including:

- (a) landlord's fixtures and fittings
- (b) outbuildings, garages, extensions, annexes, gangways, canopies, fixed signs, temporary buildings, conveniences, lamp posts and street furniture
- (c) walls, gates and fences
- (d) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises and extending to the public mains, but only to the extent of Your responsibility
- (e) yards, car parks, roads, pavements, forecourts and similar surfaces all constructed of solid material
- (f) tenants' improvements if You are responsible and comprising fixtures and fittings (but excluding moveable contents) formerly the property of tenants but relinquished to You at the time of surrender of the lease
- (g) fixed glass or polycarbonate substitutes including mirrors, fixed glass in furniture, plate glass tops, ceramic hobs, solar glass heating panels, double-glazed units, intruder alarm foils and fixed sanitary ware for which You are responsible
- (h) swimming pools, hard tennis courts, squash courts, gymnasias used by residents or tenants for domestic and leisure purposes
- (i) telecommunications aerials, aerial fittings and masts
- (j) cess pits and septic tanks

## **Business**

Your business as stated in the Schedule including:

- (a) routine maintenance and repair of property and Premises owned or occupied by You
- (b) the provision and management of canteen, social, sports and welfare organisations for the benefit of the Employees and first aid, fire and ambulance services
- (c) participation in exhibitions

## **Damage**

Loss destruction or damage

## **Defined Peril**

Fire, explosion, lightning, theft or attempted theft involving entry to or exit from the Premises by forcible and

violent means, storm or flood, escape of water from water tanks apparatus or pipes, riot civil commotion strikers locked-out workers or persons taking part in labour disturbances, malicious persons, aircraft and other aerial devices or articles dropped from them, earthquake, or impact by road vehicle or animal, accidental damage, subsidence landslip or ground heave

#### **Employee**

(a) Any person under a contract of service or apprenticeship with

(i) You

(ii) any other person who is borrowed by or hired to You

(b) Any self-employed person working for You

(c) Any person under a work experience scheme

#### **Geographical Limits**

(a) Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

(b) Elsewhere in the world arising out of temporary business visits by Employees engaged in non-manual work provided that the Employees are normally resident in the territories specified in (a)

#### **Indemnity Period**

The period beginning with the occurrence of the Damage and lasting no longer than the Maximum Indemnity Period stated in the Schedule during which the results of the Business will be affected as a result of the Damage

#### **Injury**

(a) Death, bodily injury, illness or disease

(b) Mental injury, mental anguish or nervous shock causing bodily injury

#### **Landlord's Contents**

Carpets, furniture, furnishings, domestic white goods, potted plants, trees and shrubs, statues, garden furniture, contents of fuel tanks, video, audio, building management systems and security equipment, and other similar property belonging to You or for which You are responsible all whilst contained in or on the Buildings insured

#### **Notifiable Disease**

Illness sustained by any person resulting from any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition, or avian influenza or any mutant variation thereof) and outbreak of which the local authority has stipulated will be notified to them

#### **Outbuilding**

Any Building neither attached to the main Building nor incorporating permanent foundations below ground level

#### **Premises**

The Building(s) and the land within the boundaries belonging to them at the address stated in the Schedule

**Products**

Anything which is

- (a) manufactured, sold, supplied, processed, altered or treated
- (b) repaired, serviced or tested
- (c) installed, constructed, erected or transported

by You or on Your behalf

**Proposal**

Any signed proposal form and declaration or any Risk Statement of Facts and any other information in connection with this insurance supplied by You or on Your behalf

**Reinstatement**

(a) The rebuilding or replacement of property lost or destroyed which, provided Our liability is not increased, may be carried out:

- (i) in any manner suitable to Your requirements
- (ii) upon another site

(b) the repair or restoration of property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

**Rent**

The money paid or payable to You in respect of rental of the Premises including ground rent and management charges

**Stipulations**

European Community legislation or building or other regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority

**Sum Insured**

The amount(s) shown in the Schedule

**We / Us / Our**

Groupama Insurance Company Limited

**You / Your**

The firm, company or individual named in the Schedule

# General Conditions

Applicable to all Sections of the Policy unless stated otherwise

## 1 Alteration

This insurance will cease to be in force if there is any material alteration to the Premises or Business or any material change in the facts stated in the Proposal unless We agree in writing to continue the insurance

## 2 Average

If on the happening of Damage

- (a) under Section 1 the Sum Insured for Buildings is less than the Reinstatement cost of the property covered including
  - (i) the additional cost of reinstatement to comply with European and Public Authority requirements
  - (ii) architects' and surveyors' fees
  - (iii) debris removal costs
- (b) under Section 1 the Sum Insured for Landlord's Contents is less than the Reinstatement cost of the property covered
- (c) under Section 2 the Sum Insured for Rent is less than the actual Rent

the amount payable will be proportionately reduced

## 3 Cancellation

We may cancel this insurance by giving seven days' notice in writing to the insurance intermediary who arranged this insurance in which event You will be entitled to receive a pro-rata return of premium for the unexpired Period of Insurance. Notice will be deemed to be duly received through the post if sent by pre-paid letter post properly addressed.

You may also cancel this insurance at any time by writing to the insurance intermediary who arranged the insurance, and the premium will be adjusted on the basis of Us receiving or retaining the appropriate short term premium.

### **Cooling Off Period – Applicable to Retail Customers only**

You may cancel this insurance at any time within 14 days of receipt of the Policy by notifying Your insurance intermediary or Us and, provided You have not made a claim, You will receive a full refund of Your premium.

## 4 Claims Procedure (Your duties)

- (a) Any Damage or Injury claim or proceedings must be notified immediately to Us in writing and a detailed statement of claim submitted within
  - (i) 7 days of the happening of Damage by riot or civil commotion, strikers, locked-out workers or

- persons taking part in labour disturbances or malicious persons
- (ii) 30 days of the expiry of the Indemnity Period in respect of a claim under Section 2
- (iii) 30 days of the happening of any other Damage or Injury

- (b) If theft or Damage by malicious persons is suspected notice must be given as soon as reasonably possible to the police and all practical steps taken to recover property lost
- (c) Immediate action must be taken to minimise loss and avoid interruption or interference with the Business and to prevent further Damage or Injury
- (d) All particulars information and assistance as may be reasonably required by Us must be supplied by You at Your own expense
- (e) You must send to Us immediately on receipt any writ summons or other legal process issued or commenced against You
- (e) You must not negotiate, pay, settle, admit or repudiate any claim without Our written consent
- (f) If You make any claim knowing it to be false or fraudulent in any respect this insurance will become void and all benefits under this Policy will be forfeited

## **5 Claims Procedure (Our rights)**

- (a) We will be entitled to conduct in Your name the defence or settlement of any claim or to prosecute for Our own benefit any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim
- (b) In connection with any one claim or number of claims under Section 3 (except insofar as it relates to Injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by You) occurring in any one Period of Insurance We may at any time pay to You the amount of the limit of liability (after deduction of any sum or sums already paid as damages) or any lesser amount for which such claim or claims can be settled and thereafter We will be under no further liability under this insurance in connection with such claim or claims except for legal costs incurred prior to the date of such payment
- (c) You must allow Us to enter the building where Damage has occurred and to take and keep possession of or to deal with the property in any reasonable manner. No property may be abandoned to Us
- (d) If We elect to repair, reinstate or replace any property We will only do so in a reasonably sufficient manner as circumstances permit and will not be bound to spend more than the relevant Sum Insured

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

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third

Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

## **7 Contribution**

- (a) If any Damage insured under Sections 1 or 2 is covered by any other insurance We will pay only Our rateable proportion of the Damage
- (b) If any liability insured under Section 3 is covered or would but for the existence of this insurance be covered by any other insurance We will not provide indemnity except in respect of any excess beyond the amount which is or would but for the existence of this insurance be payable

## **8 Excess**

We will not be liable

- (a) under Section 1 for the first £1,000 of each claim for Damage caused by subsidence, ground heave or landslide as ascertained after the operation of General Condition 2 – Average where applicable
- (b) under Section 1 for the first £2,500 of each claim for Damage caused by malicious damage by any person lawfully on the Premises ascertained after the operation of General Condition 2 – Average where applicable
- (c) under Section 1 for the first £100 of each claim for Damage caused by any other cause other than fire, lightning, explosion, earthquake, aircraft or other aerial devices, riot, civil commotion, locked-out workers, persons taking in labour disturbances, or accidental escape of water from any automatic sprinkler installation as ascertained after the operation of General Condition 2 – Average where applicable
- (d) under Section 3 for the first £250 payable as damages in respect of loss of or damage to material property

## **9 Insurance Voidable**

The insurance will be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular

## **10 Law Applicable to Contract**

Unless specifically agreed to the contrary any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English Law. You will submit any such dispute or difference to the exclusive jurisdiction of the English Courts

## **11 Observance**

The observance and fulfilment of the terms, Exclusions and Conditions of and Endorsements applying to this Policy insofar as they relate to anything to be undertaken or complied with by You will be a condition precedent to any liability We may have under the Policy

## **12 Reasonable Precautions**

- (a) You will take and cause to be taken all reasonable precautions

- (i) for the safety and security of the property insured
- (ii) to prevent Injury and Damage to the property of others
- (iii) to comply with all statutory requirements and safety regulations imposed by any authority

(b) You will exercise reasonable care in the selection and supervision of Employees

### 13 Reinstatement of the Sum Insured

In the event of a claim the Sums Insured will not be reduced by the amount of any claim provided that

- (a) We have not given written notice to the contrary
- (b) You will pay the appropriate additional premium
- (c) You will take immediate steps to carry out any amendments in the protection of the Buildings or Landlord's Contents that We may require

### 14 Subrogation

Any claimant under this insurance will, at Our request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the Your name, before or after We make payment

We agree to waive any such rights to which We might become entitled by subrogation against

- (a) any company standing in the relation of parent to subsidiary (or of subsidiary to parent) to You
- (b) any company which is a subsidiary of a parent company of which You are yourself a subsidiary (in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order, as appropriate, current at the time of Damage)
- (c) any tenant or lessee in respect of Damage where the premium has been paid by the tenant or lessee unless the Damage is caused by a criminal or malicious act of the tenant or lessee

### 15 Unoccupied Buildings

In respect of any Building that is untenanted or no longer in active use

- (a) this insurance excludes Damage caused by contractors whilst premises are being renovated
- (b) it is warranted that at all times throughout this insurance
  - (i) gas and electricity services and any fuel supplies be kept shut off at the switch or stopcock where they enter the Building (except electricity supply to maintain any fire or intruder alarm system, low pressure hot water heating systems or lighting for periodic security visits in which case You must ensure that the wiring in those parts is in a safe and satisfactory condition and non essential circuits are isolated)
  - (ii) all water, heating and sprinkler systems be turned off at the main and kept drained, or during the period 1<sup>st</sup> October to 1<sup>st</sup> April each year central heating systems must be kept working at a minimum temperature of 5 degrees Centigrade
  - (iii) the Building be kept secured by

- doors
    - (1) the use of mortise deadlocks or close-shackle padlocks with matching locking bar on all external or shutters
    - (2) the use of window locks or where locks are not fitted windows must be screwed shut
    - (3) repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry
    - (4) sealing all letterboxes or fitting a steel cage internally if the Building is untenanted or no longer in active use for more than 60 days
  - combustible
    - (iv) the Building and external areas immediately surrounding the Building be kept free of all unfixed materials
    - (v) any additional requirements put forward by Us be completed within the timescale specified
    - (vi) the Building be inspected internally and externally by You or Your nominees at least weekly to check that the requirements of this warranty are in place and in the event of a breach You or Your nominees will
      - immediately
      - (1) arrange to carry out the necessary work to satisfy the requirements specified above
      - (2) notify Us
- except as otherwise agreed in writing by Us

## 16 Warranties

Any warranty will, from the time the warranty attaches, apply and continue to be in force during the whole currency of this insurance. Non-compliance with any such warranty will be a bar to any claim.

# General Exclusions

Applicable to all Sections of the Policy unless stated otherwise

## 1 Electronic Risk Exclusion

This insurance does not cover

- (a) loss, damage, destruction, distortion, erasure, corruption, or alteration of  
or
- (b) indemnity against any legal liability for loss, damage, destruction, distortion, erasure, corruption, or alteration of

ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to it.

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

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

However, in the event that an insured peril results from any of the matters described in paragraph (a) above, this insurance, subject to all its terms, Conditions and Exclusions, will cover physical damage to property insured by this insurance directly caused by an insured peril.

## 2 Radioactive Contamination

This insurance does not cover loss damage cost expense or indemnity against any legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to it:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

Provided that in respect of Injury caused to any Employee this Exclusion will only apply 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

### 3 **Terrorism**

This insurance excludes loss, damage, cost or expense or indemnity against any legal liability of whatsoever nature 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 it

and

(b) in Northern Ireland civil commotion

For the purpose of this Insurance TERRORISM means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of TERRORISM.

In any action suit or other proceedings where We allege that by reason of the definition of TERRORISM any loss or damage is not covered by this insurance (or is covered only up to a specified limit of liability) the burden of proving that such loss or damage is covered (or is covered beyond a specified limit of liability) will be upon You.

#### Employers' Liability

This General Exclusion will not apply to damages payable by You under **Section 3 – Liability to Others**

#### **Cover**

paragraph (d) to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of the same occurrence up to a limit of £5,000,000 inclusive of all costs and expenses.

In the event that any portion of this General Exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

### 4 **Sonic Bangs**

This insurance does not cover loss destruction or damage directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 5 **War & Similar Risks**

This insurance does not cover loss or damage or indemnity against any legal liability directly or indirectly occasioned by or happening through or in consequence of war, invasion, act of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

#### Employers' Liability

This General Exclusion will not apply to damages payable by You under **Section 3 – Liability to Others**

#### **Cover**

paragraph (d) to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of the same occurrence up to a limit of £5,000,000 inclusive of all costs and expenses.

# Section 1 – Material Damage

## Cover

We will indemnify You for

- 1 Damage to the Buildings or Landlord's Contents occurring during the Period of Insurance
- 2 (a) the cost of removal of debris, dismantling and/or demolishing, shoring up or propping of portions of the Buildings  
(b) architects' and surveyors' fees necessarily incurred in the Reinstatement of the Buildings (but not exceeding the scale of fees authorised by the respective professional institutes)  
consequent on Damage covered under this Section

## Limits

The amount payable in any one Period of Insurance will not exceed the Sums Insured applying to the Premises stated under Section 1 in the Schedule

## Claims Settlements

Claims for Damage to Buildings or Landlord's Contents will be settled on the basis of Reinstatement provided that

- 1 no payment beyond the value of the Buildings or Landlord's Contents at the time of Damage will be made
  - (a) until the cost of Reinstatement has actually been incurred
  - (b) unless Reinstatement commences and proceeds without unreasonable delay
  - (c) if the Buildings or Landlord's Contents at the time of Damage are covered by any other insurance effected by You or on Your behalf which is not upon the same basis of Reinstatement
  - (d) unless the Buildings and Landlord's Contents are maintained in good repair
- 2 Our liability for the repair or restoration of Buildings or Landlord's Contents damaged in part only will not exceed the amount which would have been payable had such Buildings or Landlord's Contents been wholly destroyed
- 3 if at the time of Damage any Buildings are awaiting demolition Our liability will be limited to the costs of removal of debris, dismantling and/or demolishing, shoring up or propping of portions of the Buildings which are incurred by You solely as a result of the Damage
- 4 if at the time of Damage any Buildings are awaiting refurbishment, redevelopment or renovation We will not be liable for any costs which would have been incurred by You in the absence of such Damage

- 5 if at the time of Reinstatement the sum representing 85% of the cost of Reinstatement of the whole of the Buildings or Landlord's Contents exceeds the Sum Insured on that property at the commencement of the Damage the amount payable by Us will be proportionately reduced
- 6 if You elect not to rebuild or restore the Buildings We will pay to You the reduction in the market value of the Buildings immediately following the Damage but not exceeding the amount which would have been payable had the Buildings been repaired or rebuilt

## Extensions

### Alternative Accommodation

1 We will indemnify You for

(a) the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary

(b) the cost of reasonable accommodation in kennels and/or catteries for dogs and/or cats belonging to any owner or lessee residing in the Premises, where such pets are not permitted in any alternative accommodation

(c) the cost of temporary storage of Your furniture

resulting from Damage to Buildings occurring during the Period of Insurance

Provided that

(i) the Buildings cannot be lived in or access to them is denied

(ii) Our liability will not exceed in any one Period of Insurance 20% of the Sum Insured applying to the Premises or to the parts of the Premises damaged

### Capital Additions (Buildings)

2 We will indemnify You for Damage occurring during the Period of Insurance to:

(a) any newly acquired and/or newly erected Buildings insofar as the same are not otherwise insured

(b) alterations, additions and improvements to Buildings but not in respect of any appreciation in value

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

(i) Our maximum liability at any one Premises under this Extension will not exceed 10% of the total Buildings sum insured up to a maximum of £1,000,000

(ii) You undertake to provide particulars of such extension to cover as soon as practical and in any event at intervals of not more than 6 months

(iii) in respect of any Buildings undergoing or awaiting refurbishment, redevelopment, renovation or demolition an appropriate deduction from any claim will be made for wear and tear

(iv) You undertake to pay any additional premium required by Us

### **Clearing Drains**

- 3 We will indemnify You for the reasonable unforeseen costs incurred to clear drains, gutters, and sewers owned by You or for which You are responsible following Damage occurring during the Period of Insurance up to a limit of £1,000 any one occurrence

### **Designation**

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

### **European Union and Public Authorities including Undamaged Property**

- 5 Following Damage to Buildings We will indemnify You for the additional cost necessary to comply with Stipulations in respect of

(a) the lost, destroyed or damaged Buildings hereby insured

(b) undamaged portions thereof

(c) any water supply equipment at the Premises supplying the sprinkler installation in undamaged portions of the Premises

excluding

(i) the cost incurred in complying with Stipulations

(1) in respect of Damage not occurring during the Period of Insurance

(2) in respect of Damage not insured by this Insurance

(3) under which notice has been served upon You prior to the happening of the Damage

(4) for which there is an existing requirement which has to be implemented within a given period

(ii) the additional cost that would have been required to make good the Buildings lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with Stipulations not arisen

(iii) the amount of any charge or assessment arising out of any capital appreciation which may be payable in respect of the Buildings or by the owner thereof by reason of compliance with Stipulations

Special Provisions

(a) the work of Reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as We may allow (during the said twelve months) and may be carried out upon another site (if Stipulations so necessitate) subject to Our liability under this extension not being thereby increased.

(b) if Our liability under (any item of) this Insurance apart from this Extension is reduced by the application of any terms and conditions of this insurance then Our liability under this Extension (in

- respect of any such item) is reduced in like proportion
- (c) the total amount recoverable in respect of undamaged portions of Buildings (other than foundations) will not exceed 20% of the total amount for which we would have been liable had the Buildings insured been wholly destroyed
  - (d) the total amount recoverable will not exceed the Sum Insured applying to the Premises
  - (e) all the terms and Conditions of this insurance except in so far as they are varied by this Extension will apply as if they had been incorporated therein

#### **Fire Extinguishment and Alarm Resetting Expenses**

6 We will indemnify You for the necessary and reasonable costs incurred by You following Damage to Buildings occurring during the Period of Insurance for:

- (a) refilling fire extinguishing appliances
- (b) recharging gas flooding systems
- (c) replacing used sprinkler heads
- (d) refilling sprinkler tanks where costs are metered
- (e) resetting fire and intruder alarms and closed circuit television systems

up to a limit of £25,000 any one occurrence

#### **Glass cover**

7 The insurance in respect of Damage to fixed glass includes the reasonable cost of

- (a) any necessary boarding up or temporary glazing pending replacement of broken glass
- (b) removing and re-fixing window fittings and other obstacles to replacement

#### **Landscape Gardens**

8 We will indemnify You for the cost of restoring any Damage to gardens for which You are responsible caused by the emergency services in attending the Premises following Damage to Buildings occurring during the Period of Insurance

Provided that Our liability will not exceed £25,000 in any one Period of Insurance

#### **Index Linking**

9 The Sum Insured by each item of Section 1 of the Schedule will be increased at the end of each Period of Insurance by a percentage determined by Us and the revised Sum(s) Insured will be applied for the ensuing Period of Insurance

#### **Metered Supplies**

10 We will indemnify You for the cost of metered water, gas, oil or electricity contained in a fixed installation at the Premises following Damage to Buildings occurring during the Period of Insurance up to a limit of £5,000 any one occurrence

#### **Mortgagees and Lessors**

11 The rights of any mortgagee, freeholder or lessor will not be prejudiced by any act or neglect of any mortgagor, leaseholder, lessee or occupier of any Buildings provided the mortgagee, freeholder or

lessor will immediately on becoming aware of such act or neglect give notice to Us and pay any additional premium that We require

#### **Non Invalidation**

12 This insurance will not be prejudiced by any increase in the risk of Damage resulting from an alteration, act or omission which occurred without Your authority or knowledge provided that You

- (a) notify Us immediately they become aware of the increase in risk
- (b) pay any additional premium that We require

#### **Other Interests**

13 It is understood and agreed that the interest of various lessees, freeholders, mortgagees or debenture holders in the Premises are noted at Your request. You undertake to declare the names, nature and extent of such interest at the time of the Damage.

#### **Removal of Debris – Tenants’ Contents**

14 We will indemnify You for the irrecoverable costs and expenses (insofar as they are not otherwise insured) necessarily incurred by You with Our consent in removing from the Premises the debris of contents (not being Your property) as a result of Damage occurring during the Period of Insurance insured by this Section

#### **Removal of Wasp and Bee Nests**

14 We will indemnify You for the costs incurred in removing wasp or bee nests from Buildings at the Premises during the Period of Insurance provided that:

- (a) We will not be liable for the cost of removing nests already in the Buildings prior to the inception of this insurance
- (b) Our liability will not exceed £500 any one occurrence

#### **Replacement Locks**

15 We will indemnify You for the costs incurred in the necessary replacement of locks following the loss of keys to the Buildings by theft occurring during the Period of Insurance from:

- (a) the Buildings
  - (b) Your home or any authorised Employee
- up to a limit of £5,000 any one occurrence

#### **Replanting Trees, Shrubs, Plants and Turf**

16 We will indemnify You for the costs incurred in restoring any trees, shrubs, plants or turf used in landscaping to its appearance when first planted following Damage to the Buildings occurring during the Period of Insurance

Provided that

- (a) any cost arising from the failure of these items to germinate or become established is excluded
- (b) Our liability will not exceed £25,000 in any one Period of Insurance

### **Seventy Two Hours Clause**

- 17 Damage occurring within 72 consecutive hours and arising from storm or flood will be deemed to be one claim. You may choose the date and time when each loss period of 72 hours will commence provided that
- (a) such Damage occurred prior to the expiry of the Period of Insurance
  - (b) the date and time is not earlier than the first recorded loss sustained by You
  - (c) no two or more periods of 72 hours will overlap

### **Temporary Removal**

- 18 We will indemnify You for Damage to Landlord's Contents occurring during the Period of Insurance whilst temporarily removed to any other premises in the United Kingdom, the Channel Islands or the Isle of Man that is occupied by You or for cleaning, renovation, or repair purposes

### **Trace and Access**

- 19 We will indemnify You for costs necessarily and reasonably incurred with Our consent during the Period of Insurance in locating the source of any escape of water from any fixed domestic water services or heating installation or escape of fuel oil including subsequent repair to walls, floors or ceilings

Provided that

- (a) this Extension will not apply to the cost of repairs to any fixed domestic water services or heating installation or fuel supply
- (b) Our liability will not exceed £25,000 any one occurrence

### **Transfer of Interest**

- 20 If at the time of Damage occurring to the Buildings You have entered into a contract to sell their interest in the property but
- (a) the contract has not yet been completed, and
  - (b) the Buildings have not yet been insured by or on behalf of the purchaser

and the purchase is subsequently completed We will indemnify the purchaser to the extent that this Section insures the Buildings and provided that the purchaser keeps to the terms and conditions of this insurance

### **Tree Felling and Lopping**

- 21 We will indemnify You for costs incurred with Our consent for removing or lopping trees which during the Period of Insurance have become an immediate threat
- (a) to the safety of life
  - or
  - (b) of Damage to property

Providing that

- (i) this will not apply to the cost of routine maintenance
- (iii) Our liability will not exceed £5,000 any one occurrence

### **Unauthorised Use of Electricity, Gas, Oil or Water**

- 22 We will indemnify You for the cost of metered electricity, gas, oil or water for which You are legally responsible following its unauthorised use during the Period of Insurance by persons taking possession, keeping possession or occupying the Premises without Your authority provided that
- (a) all practical steps are taken to terminate the unauthorised use as soon as it is discovered
  - (b) Our liability is limited to £2,500 in any one Period of Insurance

### **Workmen**

- 23 This insurance will not be prejudiced by repairs, decorations, minor additions and alterations being undertaken at the Premises

## **Exclusions**

This Section does not cover

- 1 Damage by explosion of a boiler or other plant designed to operate under steam pressure and belonging to or under Your control (but this Exclusion will not apply to domestic boilers)
- 2 Damage by storm or flood to
  - (a) moveable property in the open, gates, fences or posts unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time
  - (b) trees, plants or shrubs unless there is Damage to Buildings at the same time
- 3 Damage or the cost of removing debris arising from pollution or contamination
  - (a) by any event other than by a Defined Peril
  - (b) to property not insured by this Section
- 4 Damage attributable solely to change in the water table level
- 5 Damage to property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair
- 6 Damage by malicious persons, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances
  - (a) in Northern Ireland
  - (b) arising from confiscation, requisition or destruction by order of the government or any public authority
  - (c) arising from cessation of work
- 7 the cost of maintenance or routine decoration
- 8 Damage caused by
  - (a) wear and tear, frost, rot, dampness or dryness or any other gradually operating cause
  - (b) corrosion, rust, shrinkage, scratching

- (c) change in temperature, colour, texture or finish
- (d) moth, vermin, insects or fungal attack however caused
- (e) inherent vice, latent defect, faulty or defective design or materials
- (f) faulty or defective workmanship operational error or omission on Your part or any of Your Employees
- (g) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
- (h) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates

9 Damage by subsidence landslip or ground heave

- (a) to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a building insured hereby
- (b) caused by or consisting of
  - (i) the normal settlement or bedding down of new structures
  - (ii) the settlement or movement of made up ground
  - (iii) coastal or river erosion
- (c) resulting from
  - (i) demolition, construction, structural alteration or repair of any property
  - (ii) groundworks or excavation

at the same Premises
- (d) which originated prior to the inception of this cover

10 Damage to property or structures in course of construction or erection and materials or supplies in connection with all such property in the course of construction or erection

11 Damage by theft or attempted theft caused by any person lawfully on the Premises

12 Damage caused by or consisting of acts of fraud or dishonesty

13 Damage caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information

14 Damage to a building or structure caused by its own collapse or cracking

15 delay, loss of market or consequential or financial losses of any kind

# Section 2 – Loss of Rent

## Cover

We will indemnify You for

1 loss of Rent which is

(a) the shortfall between the Rent received during the Indemnity Period and the Rent which would have been received but for the Damage

(b) the additional expenditure necessarily and reasonably incurred to avoid such a shortfall but only to the extent of the shortfall thereby avoided

2 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)

resulting from Damage insured by Section 1 occurring during the Period of Insurance

## Limits

The amount payable in any one Period of Insurance will not exceed the Sum Insured applying to the Premises stated under Section 2 in the Schedule

To the extent that You are accountable to the tax authorities for value added tax all terms in this Section will be exclusive of such tax

## Claims Settlements

The amount payable will be reduced by

(a) any sum saved during the Indemnity Period on business expenses or charges payable out of Rent which cease or reduce as a result of the Damage

(b) any Rent received from conducting the Business elsewhere during the Indemnity Period

## Special Conditions

### Material Damage Proviso

This insurance will not apply in respect of any item on Rent unless at the time of the Damage there be in force an insurance covering Your interest in the Buildings where the Damage has occurred and

(a) payment has been made or liability admitted under such insurance

or

(b) payment would have been made or liability admitted thereunder but for the operation of a proviso

excluding liability for losses below a specified amount

except that this Special Condition will not apply in respect of any item on Rent where a third party is responsible for insuring the Buildings by virtue of lease or other contractual arrangements

### **Payments on Account**

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

## **Extensions**

### **Buildings Awaiting Sale**

1 If at the time of Damage You have

- (a) contracted to sell Your interest in the Premises  
or
- (b) accepted an offer in writing to purchase Your interest in the Premises subject to contract

and the sale is cancelled or delayed solely in consequence of Damage insured by Section 1 occurring during the Period of Insurance then provided that You make all reasonable efforts to complete the sale of the Premises as soon as possible after the Damage You may opt for the amount payable by Us to be as follows

(i) the loss of Rent from the date of the Damage until the date the Premises would have been sold or the expiry of the Indemnity Period if earlier. The loss in respect of Rent is the shortfall between the Rent received and the Rent which would have been received but for the Damage

or

(ii) the loss in respect of interest from the date the Premises would have been sold if the Damage had not occurred to the actual date of sale or the expiry of the Indemnity Period if earlier. The loss in respect of interest is:

- (1) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the Business
- (2) the investment interest lost to You on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under paragraph (1) above)

less any amount receivable in respect of Rent

or

(iii) the additional expenditure necessarily and reasonably incurred during the Indemnity Period following the Damage solely to avoid or minimise the loss payable under (i) and (ii) above but not exceeding the amount of loss avoided by such expenditure

Provided that the amount payable in any one Period of Insurance will not exceed the Sum Insured applying to the Premises stated under Section 2 in the Schedule

### **Capital Additions (Rent)**

2 We will indemnify You for loss of Rent that is not otherwise insured for:

- (a) any newly acquired or newly erected Buildings
  - (b) alterations, additions or improvements to Buildings covered under Section 1
- anywhere in the United Kingdom, the Channel Islands or the Isle of Man

Provided that

- (i) Our maximum liability at any one Premises under this Extension will not exceed 10% of the Rent sum insured up to a maximum of £100,000 during any one Period of Insurance
- (ii) You undertake to provide particulars of such changes to cover as soon as possible
- (iii) You undertake to pay any additional premium required by Us

### **Infectious Diseases**

3 We will indemnify You for loss of Rent occurring during the Period of Insurance resulting from

- (a) any occurrence of a Notifiable Disease at the Premises
- (b) any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease
- (c) any occurrence of a Notifiable Disease within a radius of 25 miles of the Premises
- (d) the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the local authority
- (e) any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the local authority

Provided that Our liability under this Extension will not exceed 10% of the Rent sum insured applying to the Premises or £250,000 whichever is less during any one Period of Insurance

### **Loss of Attraction**

4 We will indemnify You for loss of Rent occurring during the Period of Insurance resulting from Damage to property in the vicinity of the Premises which results in a fall in the number of tenants attracted to the Premises

Provided that

- (a) loss arising from obstruction of roads, streets and the like by weather or climatic conditions is excluded
- (b) Our liability will not include loss of Rent resulting from Damage excluded under Section 1
- (c) Our liability is limited to the period beginning with the occurrence of the Damage and lasting no longer than 3 months thereafter
- (d) Our maximum liability under this Extension will not exceed 5% of the Rent Sum Insured applying

to the Premises or £250,000 whichever is less during any one Period of Insurance

**Loss of Investment Income on Late Payment**

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

Provided that the amount payable in respect of Rent and investment interest lost in any one Period of Insurance will not exceed the Sum Insured applying to the Premises stated under Section 2 in the Schedule

**Managing Agents Premises**

6 We will indemnify You for loss of Rent resulting from Damage occurring during the Period of Insurance to any location in the United Kingdom owned or occupied by Your managing agents for the purposes of their business

Provided that

- (a) Our liability will not include loss of Rent resulting from Damage excluded under Section 1
- (b) Our liability will not exceed £250,000 or 10% of the Rent Sum Insured whichever is less

**Prevention of Access and Public Utilities**

7 We will indemnify You for loss of Rent resulting from Damage occurring during the Period of Insurance to

(a) property in the vicinity of the Premises preventing or hindering the use of or access to the Premises

(b) property at any

(i) generating station or sub-station of the public electricity supplier

(ii) land based premises of the public gas supplier or of any natural gas producer linked directly to them

(iii) water works or pumping station of the public water supplier

(iv) land based premises of the public telecommunications supplier

from which You obtain electricity, gas, water or telecommunications services in the United Kingdom

Provided that

(a) Our liability will not exceed 25% of the Rent Sum Insured applying to the Premises or £250,000 whichever is less

(b) Our liability will not include loss of Rent resulting from Damage excluded under Section 1

**Professional Accountants and Legal Fees**

8 If any of the Buildings suffer Damage We will pay the reasonable charges payable by You and incurred

with Our consent to

- (a) their professional accountants for producing such information as may be required by Us under the terms of General Condition 4 (d) and for reporting that such particulars are in accordance with Your accounts
- (b) their lawyers for determining their contractual rights under any Rent Cessor clause or insurance break clause contained in the lease but not for any other purposes in the preparation of any claim

**Rent Free Period**

9 If at the date of the Damage any Premises specified in the Schedule are subject to a rent free period concession under the terms of the lease then the Maximum Indemnity Period stated in the Schedule will be adjusted by adding the unexpired portion of the rent free period to the number of months shown in the Schedule providing the amount payable in any one Period of Insurance will not exceed the Sum Insured applying to the Premises

# Section 3 - Liability to Others

## Cover

We will indemnify You for all sums which You become legally liable to pay as damages in respect of

- (a) accidental Injury or wrongful arrest or false imprisonment to any person except Injury sustained by any Employee arising out of and in the course of the Employee's employment or engagement by You
- (b) accidental loss of or damage to material property
- (c) accidental trespass, nuisance or any interference with any right of way, light, air or water
- (d) Injury sustained by any Employee arising out of and in the course of the Employee's employment or engagement by You

occurring within the Geographical Limits during the Period of Insurance in connection with the Business which for the purposes of this Section will not include manual work away from the Premises

We will also pay

- (i) the legal costs and other expenses recoverable by any claimant or claimants
- (ii) the legal costs and other expenses incurred with Our consent in defending any claim for damages

in connection with any event which is or may be the subject of indemnity under this insurance

The indemnity granted by paragraph (d) above is deemed to be in accordance with the provisions of any legislation relating to the compulsory insurance of liability to employees in Great Britain (and Northern Ireland, the Isle of Man and the Channel Islands in so far as this clause applies to those territories) but You will repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such legislation

## Limits

1 Not applicable to **Cover** (d) above:

Our liability for all damages payable will not exceed the Indemnity Limit stated in the Policy Schedule inclusive of all legal costs and expenses

- (a) in the aggregate in respect of all Injury, loss of or damage to property happening in any one Period of Insurance and caused by the Products
- (b) in the aggregate in respect of all Injury, loss of or damage to property happening in any one Period of Insurance and caused by pollution or contamination
- (c) in respect of one occurrence or series of occurrences consequent on one original cause in respect of all other Injury, loss or damage to property

2 Applicable only to **Cover** (d) above:

Our liability for all damages payable will not exceed £10,000,000 inclusive of all legal costs and expenses in respect of any one claim or series of claims against You arising out of one occurrence

## Extensions

*applicable to Cover (a) – (d)*

### **Additional Benefit**

- 1 We will indemnify You in respect of legal costs and expenses incurred with Our written consent for
- (a) representation at any Coroner's Inquest or Fatal Enquiry in respect of any death
  - (b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event
- which may be the subject of indemnity under this Section

### **Compensation for Court Attendance Costs**

- 2 In the event of any of Your directors, partners or Employees attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will provide compensation to You at the following rates for each day on which attendance is required
- (a) any director or partner                      £250 per day
  - (b) any Employee                                      £100 per day

### **Health and Safety at Work Act**

- 3 We will indemnify You or, at Your request, any of Your directors or Employees in respect of legal costs and expenses incurred with Our consent for
- (a) the defence of any criminal proceedings brought against such person for an offence occurring during the Period of Insurance arising out of the Business under Sections 36 or 37 of the Health and Safety at Work Act 1974 in respect of an offence as defined in Section 33 of the Act (or under similar legislation in Northern Ireland, the Isle of Man or the Channel Islands)
  - (b) prosecution costs awarded against such person in respect of such proceedings and
  - (c) an appeal against a conviction arising from such proceedings
- Provided that
- (i) this Extension will apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
  - (ii) We will not be liable
    - (1) for the payment of fines or penalties

- under (2) if the prosecution arises directly or indirectly in connection with work specifically excluded  
this Section
- Your (3) in respect of proceedings consequent upon any deliberate act or omission by You or any of  
directors or Employees
- restricted (4) for any part of the cost of any investigation or inquiry other than a solicitor's investigation  
to criminal proceedings as defined above
- (iii) such person will be subject to and comply with the terms of this insurance
  - (iv) indemnity is not provided by any other insurance
  - (v) the conduct and control of claims under this Section is vested in Us

#### **Indemnity to Directors and Employees**

- 4 In the event of any claim in respect of which You would be entitled to receive indemnity under this insurance being brought or made against
- (a) any of Your directors or Employees
  - (b) any officer, member or Employee of Your social, sports, welfare organisations, first aid, fire or ambulance services (but not including medical practitioners while working in a professional capacity)

in connection with the Business We will indemnify such person if You so request against such claim and/or any legal costs and expenses in respect thereof

Provided that

- (i) such person will be subject to and comply with the terms of this insurance
- (ii) such person is not entitled to indemnity under any other insurance
- (iii) Our total liability under this Extension will not exceed the **Limits** stated above

#### **Indemnity to Principal**

- 5 We will indemnify any principal for whom You are carrying out a contract away from Your premises in respect of the legal liability of such principal but only to the extent required by such contract

Provided that

- (i) such principal will be subject to and comply with the terms of this insurance
- (iii) Our total liability under this Extension will not exceed the **Limits** stated above

*only applicable to **Cover (a) - (c)**:*

#### **Consumer Protection Act and Food Safety Act**

- 6 We will indemnify You or, at Your request, any of Your directors or Employees in respect of legal costs

and expenses incurred with Our consent for

(a) the defence of any criminal proceedings brought against such person for a breach occurring during the Period of Insurance arising out of the Business of

- (i) Part II of the Consumer Protection Act 1987
- (ii) the Food Safety Act 1990

(b) prosecution costs awarded against such person in respect of such proceedings and

(c) an appeal against a conviction arising from such proceedings

Provided that

(i) this Extension will apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

(ii) We will not be liable

(1) for the payment of fines or penalties

(2) if the prosecution arises directly or indirectly in connection with work specifically excluded under this Section

(3) in respect of proceedings consequent upon any deliberate act or omission by You or any of Your directors or Employees

(4) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as defined above

(iii) such person will be subject to and comply with the terms of this insurance

(iv) indemnity is not provided by any other insurance

(v) the conduct and control of claims under this Section is vested in Us

### **Contingent Motor Liability**

7 Notwithstanding Exclusion 1 (c) (ii) We will indemnify You in respect of legal liability for Injury or loss of or damage to material property arising out of the use of any motor vehicle owned by an Employee and being used in connection with Your Business

Provided always that no indemnity is provided

(a) in respect of Injury to any person being carried by a motor cycle other than in a sidecar attached to it

(b) for loss of or damage to such vehicle and/or contents therein

(c) for Injury or loss or damage to material property arising while such vehicle is being driven by You or any of Your Employees other than the owner of such vehicle

- (d) if such vehicle is more specifically insured
- (e) for any Employee whilst driving or in charge of such vehicle
- (f) if such vehicle is being used outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

**Cross Liabilities**

8 Each person or party specified as You in the Schedule is separately indemnified in respect of claims made against any of them by any other subject to Our total liability not exceeding the stated **Limits** shown above

**Data Protection Act**

9 We will indemnify You and, at Your request, any of Your directors or Employees against all sums which You become legally liable to pay in respect of compensation for damage or distress under section 13 of the Data Protection Act 1998

in relation to a claim made by any person

Provided that

- (a) a claim is first made against You during the Period of Insurance
- (b) You have registered in accordance with the terms of the Act
- (c) You are not in business as a Computer Bureau and do not supply data for a fee other than to a data subject
- (d) We will not indemnify You in respect of
  - (i) the payment of fines or penalties
  - (ii) the cost of replacing, reinstating, rectifying or erasing any personal data
  - (iii) liability caused by or arising from a deliberate or intentional act by or omission by You or any other party entitled to an indemnity by this insurance the effect of which will knowingly result in liability under the Data Protection Act
  - (iv) claims which arrive out of circumstances notified to previous insurers or are known to You at inception of this insurance
  - (v) liability for which indemnity is provided under any other insurance
- (e) We will not provide an indemnity against any claim or claims made by or on behalf of any of Your directors or Employees in connection with employment in the Business
- (f) We will not be liable for the first £250 or the first 10% of each and every claim, whichever is the greater
- (g) Our liability in respect of any one claim and in the aggregate during any Period of Insurance will not exceed the **Limits** stated above

**Defective Premises Act**

10 We will indemnify You in respect of liability incurred by You under 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 You

Provided that this will not apply to

- (a) the cost of rectifying any damage or defect in the premises disposed of
- (b) liability for which indemnity is provided under any other insurance

### **Personal Liability Overseas**

11 This Section is extended to include liability incurred in a personal capacity by any of Your directors or Employees or any member of the family of such director or Employee whilst accompanying them during temporary visits during the Period of Insurance anywhere in the world in connection with Your Business

Provided that

(a) this indemnity will not apply

(i) to liability arising directly or indirectly from

- (1) any agreement or contract unless liability would have existed otherwise
- (2) the ownership or occupation of land or buildings
- (3) the carrying on of any trade or profession

(4) the ownership, possession or use of firearms (other than sporting guns), mechanically propelled vehicles, craft designed to travel through air or space, hovercraft, watercraft or animals of a dangerous species

(ii) to damage to property owned or held in trust by any director or Employee or any member of the family of such director or Employee

(iii) where indemnity is provided by any other insurance

(b) any person indemnified under this Extension will be subject to and comply with the terms of this insurance

(c) Our total liability under this Extension will not exceed the **Limits** stated above

### **Personal Representatives**

12 In the event of the death of any person entitled to indemnity under this Section We will subject to the terms of this Section indemnify the deceased's legal personal representatives but only in respect of liability incurred by such deceased person

*only applicable to Cover (d):*

### **Private Work**

13 This Section is extended to include liability incurred in respect of private work carried out by an Employee for any of Your directors or executives

## Unsatisfied Court Judgements

14 In the event of a judgement for damages being obtained

(a) by any Employee or the personal representatives of any Employee in respect of Injury to the Employee caused during the Period of Insurance and arising out of and in the course of employment by You in the Business

(b) against any company or individual other than You operating from any premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

in any court situated in the territories stated above and

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

We will pay to the Employee or personal representative of the Employee at Your request the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

(i) there is no appeal outstanding

(ii) if any payment is made under the terms of this Extension the Employee or personal representatives of the Employee will assign the judgement to Us

## Exclusions

This Section does not cover liability

*(Exclusions 1 – 8 are not applicable to **Cover 1(d)**)*

1 arising from

(a) loss of or damage to property belonging to or in the custody or control of You or any of Your Employees other than personal effects of Your directors, visitors or Employees

This Exclusion will not apply to loss of or damage to the Premises provided that

(i) they are leased or rented by and not owned by You

(ii) liability does not arise solely under the terms of a lease or rental agreement

(b) the ownership, possession or use of any

(i) aircraft or watercraft except non-power driven craft used on inland waterways

apply (ii) mechanically propelled vehicle to which road traffic legislation applies but this Exclusion will not (unless an indemnity is granted by another insurance) to the loading or unloading of vehicles

(c) Injury, loss or damage arising directly or indirectly from Products sold or supplied by You on terms less favourable to You than the ordinary process of law governing their sale or supply. This Exclusion will not apply to liability that would have attached in the absence of such terms

2 (a) in respect of loss of or damage to Products

- (b) to make any refund of the payment received for Products
- (c) for the cost of repair, alteration, replacement or recall of Products

3 in respect of Injury, loss of or damage to property, trespass, nuisance or any interference with any right of way, light, air or water arising from pollution or contamination unless due to a sudden identifiable unintended and unexpected event which takes place in its entirety at a specific moment in time and place during the Period of Insurance

All pollution and contamination which arises out of one event will be deemed to have occurred at the time such event takes place

4 arising from any Products which at the time of the contract of sale or supply are knowingly:

- (a) sold or supplied for use in craft designed to travel through air or space
- (b) exported to the United States of America or Canada

5 in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or part)

6 (a) for punitive or exemplary damages

(b) for multiplied damages

(c) for fines or penalties or arising out of liquidated damages clauses

7 where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

8 arising out of professional advice, design or specification

*(Exclusions 9 and 10 are only applicable to **Cover 1 (d)**)*

9 for Injury sustained by any Employee when the Employee is

(a) carried in or upon a vehicle; or

(b) entering or getting on to or alighting from a vehicle

where any road traffic legislation requires insurance or security

10 for Injury sustained by any Employee

(a) on any offshore installation or support or accommodation vessel for any offshore installation or

(b) in transit to from or between any offshore installation or support or accommodation vessel

*(Exclusion 11 is applicable to **Cover (a) – (d)**)*

- 11 of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos

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

- 1 such activity does not form part of Your usual Business or contract and
- 2 discovery of asbestos by You is unintentional and accidental and
- 3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
- 4 an HSE licensed asbestos removal contractor is employed if legally required
  - (a) to make safe the area in which the discovery is made as soon as is practicable
  - (b) who has Employers' Liability and Public Liability insurances in force
    - (i) that provide Limits of Indemnity no less than those stated in the Schedule and
    - (ii) that do not exclude the work to be carried out

## Endorsements

The following endorsements are applicable only if the endorsement reference set against them appears in the Schedule

### P01 – Automatic Rent Review

Where Rent is subject to a rent review during the Period of Insurance the Sum Insured applying to the Premises will be automatically increased to reflect the revised Rent earned up to a maximum increase of 20% of the Sum Insured on Rent applying to the Premises

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

### P02 – Contractors' Interest

Where You are required to effect insurance on the Buildings in joint names of You and Your contractor under the terms of a contract condition then the interest of the contractor in the Buildings as a joint insured is hereby noted

Provided that

- (a) the contract value does not exceed £150,000 or 10% of the Buildings Sum Insured applying to the Premises whichever is the less (unless a higher contract value had been advised to and agreed by Us)
- (b) You pay any additional premium that We may require

### P03 – Contract Works

The insurance in respect of Buildings extends to include contract works to the extent to which You have contracted to arrange cover provided that

- (a) Our liability will not exceed £100,000 in respect of all losses arising out of one occurrence
- (b) indemnity is not provided by any other insurance
- (c) We will not be liable for the first £250 of any claim

Contract works means the temporary or permanent works executed or in the course of execution at the Premises by or on Your behalf for the purposes of alterations or improvements to the Premises including unfixed site materials for use in connection therewith

### P04 – Flat and Felt Roof Maintenance Condition

It is a condition of the insurance provided by Sections 1 and 2 of this Policy that any flat or felt roof is inspected annually by a competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection will be provided to Us if requested.

### P05 – Further Investigation Expenses

Where a Building has suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Building which is not immediately apparent We will pay the reasonable costs incurred by You with Our prior consent in establishing whether

or not such Damage has occurred

We will also pay the reasonable costs incurred by You in establishing whether or not other Buildings in the vicinity have suffered Damage in the same incident but only if such Buildings are subsequently found to have suffered such Damage for which We are liable

## **P06 – Indemnity to Individual Owners**

We will indemnify, at Your request, any owner, tenant or lessee of the Buildings against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You

Provided that

- (i) We will not provide indemnity to the owner, tenant or lessee for legal liability arising as the occupier of the Buildings
- (ii) the full conduct and control of all claims is vested in Us
- (iii) such owner, tenant or lessee is not entitled to indemnity under any other insurance

## **P07 – Inflation Protection - Day One Basis**

You having advised Us of the Declared Value (as stated in the Schedule) claims for Damage to Buildings or Landlord's Contents will be settled on the basis of Reinstatement

Provided that

- (a) "Declared Value" means Your assessment of the cost of Reinstatement of the Buildings or Landlord's Contents at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with due allowance for:
  - (i) the additional cost of reinstatement to comply with European and Public Authority requirements
  - (ii) professional fees
  - (iii) debris removal costs
- (b) at the inception of each Period of Insurance, We will be notified as to the Declared Value applicable at that date in respect of the Buildings or Landlord's Contents and in the absence of such declaration the last amount declared will be taken as the Declared Value for the ensuing Period of Insurance
- (c) if at the time of Damage the Declared Value of the Buildings or Landlord's Contents be less than the cost of Reinstatement at the inception of the Period of Insurance then Our liability for any loss hereby insured will be limited to that proportion thereof which the Declared Value bears to the cost of Reinstatement
- (d) no payment beyond the value of the Buildings or Landlord's Contents at the time of Damage will be made
  - (i) until the cost of Reinstatement has actually been incurred
  - (ii) unless Reinstatement commences and proceeds without unreasonable delay
  - (iii) if the Buildings or Landlord's Contents at the time of the Damage are insured by any other insurance effected by or on Your behalf which is not upon the same basis of Reinstatement
  - (iv) unless the Buildings and Landlord's Contents are maintained in good repair

- (e) Our liability for the repair or restoration of Buildings or Landlord's Contents damaged in part only will not exceed the amount which would have been payable had such Buildings or Landlord's Contents been wholly destroyed
- (f) if at the time of Damage any Buildings are awaiting demolition Our liability will be limited to the costs of removal of debris, dismantling and/or demolishing shoring up or propping of portions of the Buildings which are incurred by You solely as a result of the Damage
- (g) if at the time of Damage any Buildings are awaiting refurbishment, redevelopment or renovation We will not be liable for any costs which would have been incurred by You in the absence of such Damage
- (h) All the terms and Conditions of this insurance will apply:
  - (i) in respect of any claim payable under the provisions of this Endorsement except in so far as they are varied hereby
  - (ii) where claims are payable as if this Endorsement had not been incorporated except that the Sums Insured will be limited to the Declared Value

## **P08 – Intention to Insure**

You having notified Us at inception of cover of Your intention to insure all Buildings in which You have an interest within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, and it being Your belief that all such Buildings are covered, We agree that if subsequently any such Buildings are found to be inadvertently omitted from the cover under this insurance We will deem them to be covered for the amount of their structural value, up to an amount of £1,000,000 for Buildings at any one inadvertently omitted address, provided that

- (a) You give details to Us immediately the omission is discovered
- (b) You effect specific cover retrospective to the date of the commencement of Our liability and pay the appropriate additional premium.

## **P09 – Obsolete Buildings Basis**

Where We have agreed to insure the Buildings on an Obsolete Buildings Basis the Reinstatement cost for the purpose of General Provision 2 – Average means

- (a) the cost of purchasing a similar building plus an allowance for debris removal costs
- (a) the cost of erecting a modern building providing comparable facilities to the Insured Buildings including
  - (i) the additional cost of reinstatement to comply with European and Public Authority requirements
  - (ii) professional fees
  - (iii) debris removal costs

## **P10 – Reinstatement to Match**

Section 1 of this Policy extends to include 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

Our liability under this Endorsement will not exceed 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

## **P11 – 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 insurance extends to include such loss of Rent under Section 2 – Loss of Rent

Provided that for the purposes of this Endorsement

- (a) the indemnity period is 36 months
- (b) General Condition 2 – Average part (c) does not apply
- (c) Our maximum liability during any one Period of Insurance will not exceed 20% of the Buildings Sum Insured applying to the Premises where Damage occurred

## **P12 – Restricted Perils (Fire, Lightning, Explosion, Aircraft)**

Cover in respect of Sections 1 and 2 of this Policy excludes Damage resulting from theft or attempted theft, storm or flood, escape of water, riot civil commotion strikers locked-out workers or persons taking part in labour disturbances, malicious persons, earthquake, impact by road vehicle or animal, subsidence landslip or ground heave, or accidental damage other than by fire, lightning, explosion or aircraft or other aerial devices or articles dropped therefrom

## **P13 – Upgrading Sprinkler Installations**

We will indemnify You for the additional costs incurred in upgrading an automatic sprinkler installation to the current LPC rules solely as imposed upon You by Us following Damage to the Buildings occurring during the Period of Insurance provided that at the time of Damage the installation conformed to the 28<sup>th</sup> or 29<sup>th</sup> Edition Rules or to the LPC rules current at the time of installation but did not conform to subsequent amendments to those rules

Provided that Our liability will not exceed £25,000 in any one Period of Insurance

## **P14 – Value Added Tax**

The insurance on Buildings extends to include Value Added Tax paid by You which is not subsequently recoverable

Provided that

- (a) (i) Your liability for such taxes arises solely as a result of the reinstatement or repair of the Buildings following Damage
- (ii) We have paid or agreed to pay for such Damage
- (iii) if the payment made by Us in respect of reinstatement or repair of such Damage is less than the actual cost of reinstatement or repair, any payment under this Endorsement resulting from the  
Damage will be reduced in like proportion
- (b) Our 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
- (c) where the rebuilding or replacement of Buildings is carried out upon another site Our liability under this Endorsement will not exceed the amount of tax that would have been payable had the Buildings been

rebuilt on its original site

- (d) Our liability under this Endorsement will not include payments by You as penalties or interest for non-payment or late payment of tax
- (e) for the purposes of General Condition 2 – Average the Reinstatement cost will be exclusive of Value Added Tax
- (f) Our liability may exceed the Sum Insured where such excess amount is solely in respect of Value Added Tax but Our liability will not exceed 17.5% of the Sum Insured applying to the Premises that suffered Damage in respect of such excess amount

## OUR CUSTOMER CARE POLICY

**Groupama Insurances is committed to delivering the highest standards of customer care. However We realise that there may be times when things go wrong. In such circumstances please contact the Department where the issue arose by using the numbers and addresses detailed. Please quote Your name, claim or policy number and the reason for Your complaint. Telephone calls may be recorded.**

Claims  
Commercial Insurances Claims Centre Manager  
Commercial Claims Centre  
Third Floor Building One  
Imperial Place  
Elstree Way  
Borehamwood  
Hertfordshire  
WD6 1JN

Telephone 0870 600 2123  
Fax 0870 600 2102  
E-mail [smeclaims@groupama.co.uk](mailto:smeclaims@groupama.co.uk)

Policy Administration and Documentation  
Schemes Unit  
6<sup>th</sup> Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB

Telephone 0870 850 8510  
Fax 020 7264 2880  
E-mail: [underwritingcustomerservice@groupama.co.uk](mailto:underwritingcustomerservice@groupama.co.uk)

### **Our Commitment to You**

- We will make sure all the information We give You will be clear fair and accurate.
- We will always try to be fair and reasonable whenever You need the protection of this Policy.
- We will act promptly to provide that protection.

### **If things go wrong**

Whilst We will make every effort to maintain the highest standards We recognise that there may be some occasions when We fail to satisfy the particular requirements of Our customers. We therefore have in place procedures to investigate and remedy any area of concern. In such circumstances We promise:

- To acknowledge any formal complaint in 5 days or less;
- To have the issues reviewed by a person of appropriate seniority and authority;
- To identify the person managing Your complaint in Our original letter of response;
- To respond fully to Your concern or complaint within a maximum of 28 days. If for any reason this is not possible We will write to You promptly to explain why We have been unable to finalise the matter quickly. We will also let You know when We will contact You again.

If You still feel that We have been unable to resolve the matter to Your satisfaction then please write to Our Chief Executive Officer at

Groupama Insurances  
6th Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB  
Telephone 0870 850 8510  
Fax 020 7264 2860

### **Financial Ombudsman Service**

If You are still unhappy following receipt of Our final response You can refer the dispute to the Financial Ombudsman Service who will review Your case on an independent basis. The address is:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel 0845 080 1800

*(Please note that the Financial Ombudsman is only able to intervene in respect of personal policyholders or small businesses with a turnover less than £1m).*

### **Financial Services Compensation Scheme**

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim and would provide cover for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. Further information about compensation is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 020 7892 7300.

If You take any of the action mentioned above it will not affect Your right to take legal action.