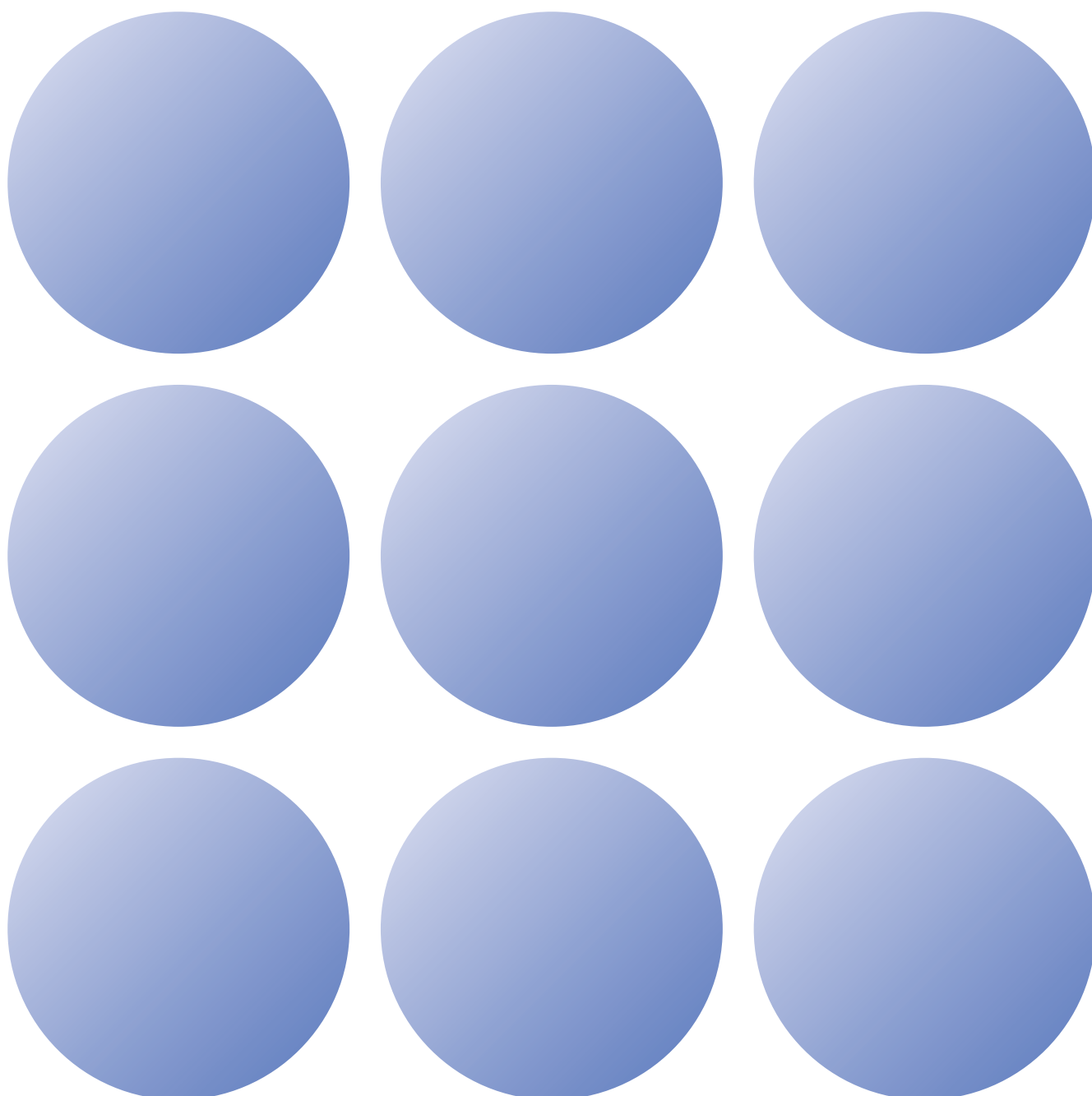


# Small Property Owners

Policy document



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# A warm welcome to Zurich

Thank **you** for taking out **your** Small Property Owners insurance policy with **us** – and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of the insurance-based financial services provider Zurich Financial Services Group (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich **we** have **your** future in mind and look forward to working closely with **you**.

[www.zurich.co.uk](http://www.zurich.co.uk)



# Your Small Property Owners' policy

This policy is a contract between **you** and **us**. **You** have made to **us** a proposal which is the basis of and forms part of this contract.

This policy and any schedule, endorsement and certificate should be read as if they were one document.

**We** will insure **you** under those sections shown in the schedule during any period of insurance for which **we** have accepted **your** premium provided all the terms and conditions of the policy are kept. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

## Law applicable to the contract

UK law allows both **you** and **us** to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Channel Islands or the Isle of Man depending upon **your** address as shown in the schedule. If there is any dispute as to which law applies it shall be English Law. The parties agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance plc.

Stephen Lewis  
Chief Executive Officer of Zurich Insurance plc, UK Branch.

This is a legal document and should be kept in a safe place.

Please read the policy, insurance agreement and schedule carefully.

If they do not meet **your** needs return them to **us** or **your** broker or agent.

### How we will use your data

We hold **your** personal data in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers for underwriting and claims purposes. **You** should show this to anyone whose personal data may be processed to administer this policy.

### Policy Administration

In order to administer **your** insurance policy and any claims made under this policy **we** may share personal data provided to **us** with other companies within Zurich Financial Services Group and with business partners including overseas companies. If **we** do transfer **your** personal data including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

### Claims History

Under the conditions of this policy **you** must tell **us** about any incident or circumstance that might give rise to a claim that would be covered under this policy whether or not it is **your** intention to claim. When **you** tell **us** about an incident or circumstance **we** will pass information relating to it to the relevant database. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

### Fraud Prevention and Detection

In order to prevent and detect fraud **we** may at any time:

- a) share information about **you** with other organisations including the police
- b) undertake credit searches
- c) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

# Definitions

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section or sub-section.

To help **you** identify these words in the policy we have printed them in **semi-bold** throughout.

## Average

If, at the time of the **damage**, the sum insured is less than the full reinstatement value of the property insured the amount **we** will pay will be reduced in proportion to the amount of the underinsurance.

## Bodily injury

Death, injury, illness or disease.

## Buildings

The buildings of the **premises** shown in the schedule comprising:

- i) landlords' fixtures and fittings
- ii) private garages, outbuildings, extensions, annexes, gangways, canopies, fixed signs, temporary buildings, conveniences, lamp posts and street furniture
- iii) walls, gates and fences
- iv) 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
- v) yards, car parks, roads, pavements, forecourts and similar surfaces all constructed of solid material
- vi) tenants' improvements if **you** are responsible and property 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
- vii) **landlords' contents** as defined below, up to a limit of £25,000
- viii) 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 sanitaryware for which **you** are responsible.

## Business

The business shown in the schedule including:

- a) maintenance 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 **your employees** and first aid, fire and ambulance services.

## Damage

Loss or damage.

## Employee

Any of the following people working for **you** in connection with **your business**:

- a) anyone who has entered into or works under a contract of service or apprenticeship with **you**
- b) any labour only subcontractor or anyone employed by them
- c) any self-employed person
- d) anyone who is engaged under a Work Experience Scheme or similar scheme
- e) anyone who is hired or borrowed by **you**.

### **Excess**

Where an excess is shown in the schedule, any section of this policy or any endorsement attached to the policy, the amount for which **you** will be responsible will be deducted from all claims for **damage** to material property after all other terms and conditions have been applied.

### **Landlords' Contents**

Landlords' Contents comprising:

furniture, furnishings, 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.

### **Nuclear Installation**

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

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

### **Nuclear Reactor**

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

### **Premises**

The **buildings** and the land within the boundaries belonging to them.

### **We or us or our**

Zurich Insurance plc.

### **You or your**

The person, people or the company shown in the schedule as the Insured.

# Section A – Material Damage

## Property insured

All in accordance with the schedule.

## Designation

For the purposes of determining where necessary the heading under which any property is insured, we agree to accept the designation under which the property has been entered in **your** books.

## Definitions

Words with special meanings in this section are defined on pages 6 and 7.

They are: **average, bodily injury, buildings, damage, employee, excess, premises, we, us, our, you, your.**

## The cover

### What is insured

---

The **buildings** are insured against **damage** caused by events in paragraphs 1-12.

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- 1 Fire, lightning, explosion of boilers or gas used for domestic purposes only, or earthquake.
  - 2 Explosion.
- 

- 3 Theft or attempted theft.
- 

- 4 Riot or civil commotion, labour or political disturbances or vandals or malicious persons.
- 

- 5 Storm or Flood.
- 

### What is not insured

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**Damage** caused by or consisting of the bursting of a boiler, economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control.

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**Damage** caused by any person lawfully on the **premises**.

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**Damage** caused:

- by theft or attempted theft
- through confiscation, destruction or requisition by order of the Government or any Public Authority.

**Damage** resulting from stoppage of work.

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**Damage:**

- caused by frost, subsidence, ground heave or landslip
  - to gates and fences
  - due to a change in the water table level.
-

## What is insured

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- 6 Escape of water from fixed water apparatus.  
We will also pay for **damage** to any fixed water apparatus caused by freezing or forcible or violent bursting.
- 
- 7 Impact by aircraft or other aerial devices, any vehicle or articles falling from them or by animals.
- 
- 8 Falling aerials, aerial fittings or masts.
- 
- 9 Leakage of fuel oil used solely for domestic purposes in connection with the **buildings**.
- 
- 10 Leakage of beer from fixed tanks, pipes or apparatus.
- 
- 11 Subsidence, ground heave or landslip.  
Provided that **you** must give **us** immediate notice in the event of building, demolition or excavation operations being commenced on any adjoining site. In such event **we** shall have the right to vary or cancel the cover provided by the policy for **damage** caused by subsidence, ground heave or landslip.
- 

12 All other accidental **damage**.

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## What is not insured

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**Damage** arising from the erection, dismantling, repair or maintenance of such apparatus.

---

### Damage:

- caused by the settlement or movement of made up ground or by coastal or riverbank erosion
  - occurring while the **buildings** or any part of the **buildings** is in the course of erection, demolition, structural alteration or structural repair
  - caused by normal settlement or bedding down of new structures
  - which originated prior to the inception of this policy
- 

Any **damage** which is not insured under events 1-11 of section A.

**Damage** caused by or happening through:

- a) faulty or defective design materials handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration or wear and tear. This shall not exclude subsequent accidental **damage** resulting from another cause which is not otherwise excluded
-

## What is insured

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## What is not insured

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- b) i) collapse or cracking of **buildings**
- ii) corrosion, rust, change in temperature, dampness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage of its container, moth, vermin, insects, marring or scratching
- iii) change in colour, flavour, texture or finish
- but this shall not exclude such **damage** if resulting from a cause which is not otherwise excluded
- c) theft or attempted theft
- d) acts of fraud or dishonesty
- e) i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- ii) joint leakage, failure of welds, cracking, fracturing, collapse or over-heating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed pipes in connection therewith
- but this shall not exclude:
  - 1) such **damage** if resulting from a cause which is not otherwise excluded
  - 2) subsequent **damage** if resulting from another cause which is not otherwise excluded
- f) subsidence, ground heave or landslip
- g) any process of cleaning, repairing, restoring, cutting, preparation or fitting
- h) wind, rain, hail, sleet, snow, flood or dust to moveable property in the open.

### Damage to:

- a) property in transit
  - b) property or structures in course of construction or erection and materials or supplies in connection with all such property.
-

### Trace and access

In the event of **damage** by an event in paragraphs 6, 9 & 10 we will also pay for:

- costs and expenses incurred in locating the source of the **damage**
- costs and expenses incurred in repairing any **damage** caused in locating the source of the **damage**.

The most we will pay is 10% of the **buildings** sum insured up to a maximum of £25,000 any one occurrence.

### Additional costs

We will pay the necessary and reasonable expenses that **you** incur in repairing or reinstating the **buildings** following **damage** insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others
- the cost of clearing the site and making it and the **premises** safe
- the cost of complying with any government or local authority requirement following **damage** unless **you** were given notice of the requirement before the **damage**.

We will not pay:

- fees for preparing a claim under this section
- for the cost of undamaged parts of the **buildings** (except the foundations of the damaged parts)
- the cost of work stipulated in any notice already served upon **you**
- for costs or expenses incurred in removing debris other than from the **premises** and the area immediately adjacent
- for costs or expenses arising from pollution or contamination of property not insured by this policy.

### Settling claims

We will pay the full cost of repair or reinstatement of the **damaged** part of the **buildings** provided that the work is done without delay or at **our** option we will arrange for the work to be carried out. However, we will take off an amount for wear and tear if the **buildings** are in a poor state of repair or decoration.

We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the **buildings** prior to the loss.

### Average

The sum insured under each item on **buildings** is separately subject to **average**.

### Limits

The most we will pay for **damage** to any item, including any additional costs, is the sum insured applicable to that item.

### Automatic reinstatement of the sum insured

We will automatically reinstate the sum insured upon notification of a claim to us unless we give you written notice to the contrary.

Provided that you:

- pay the appropriate additional premium
- take immediate steps to carry out any amendments in the protection of the buildings we may require.

The most we will reinstate in any one Period of Insurance is the sum insured.

### Index linking

(This will only apply if shown in the schedule)

We will automatically adjust the sum insured in line with changes in suitable indices of cost. This adjustment will continue after any insured damage if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the Period of Insurance but at the end of the period we will work out the renewal premium on the revised sum insured.

### Selling your buildings

If you are selling your building we will insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the policy.

### Excess

The excess applicable under this section is shown in the schedule attached to the policy.

### Capital additions

The insurance we provide in this section includes:

- any newly acquired buildings in the United Kingdom that are not otherwise insured
- alterations, additions and improvements to buildings, but not for any increase in their value during the current Period of Insurance at any of the premises insured under the policy.

Provided that:

- The most we will pay at one situation is 10% of the total sum insured under section A up to a maximum of £1,000,000
- you must tell us as soon as possible of any extension of cover as detailed above and take out insurance cover from the date our liability commenced.

### **Fire extinguishment and alarm resetting expenses**

Following **damage** to the **buildings** insured by this policy, **we** will pay the necessary and reasonable expenses that **you** incur in:

- refilling fire extinguishing appliances
- recharging gas flooding systems
- replacing used sprinkler heads
- refilling sprinkler tanks where costs are metered
- resetting fire and intruder alarms and closed circuit television systems.

### **Landscaped gardens**

With **our** agreement, **we** will pay the necessary and reasonable costs and expenses that **you** incur in making good **damage** to landscaped gardens or grounds at the **premises** caused by

- **damage** insured by this policy
- the emergency services while attending the **premises** to deal with an emergency caused by **damage** insured by this policy.

**We** will not pay for

- the cost of movement of soil other than as necessary for surface preparation
- the failure of trees, shrubs or turf to become established following replanting
- the failure of seed to germinate
- the first £1000 of any claim arising out of one event.

The most **we** will pay is 10% of the **buildings** sum insured up to a maximum of £10,000.

### **Metered supplies**

**We** will pay excess water, gas, electricity or other supply charges demanded from **you** by the supply authority following loss of metered supplies as a result of **damage** insured by this policy to fixed pipes, apparatus and tanks.

The most **we** will pay is £5,000 any one claim and £25,000 in any Period of Insurance.

### **Mortgagees and lessors**

If there is an increased risk of **damage** to the **premises** insured by this policy as a result of anything done by or not done by any mortgagor, leaseholder, lessee or occupier of the **premises**, **we** will not prejudice the interest of any mortgagee, freeholder or lessor.

Provided that:

- the increased risk is not known or authorised by any mortgagee, freeholder or lessor
- **we** are notified immediately such mortgagee, freeholder or lessor is aware of the increased risk
- **you** pay any appropriate additional premium.

### Non-invalidation

If there is an increased risk of **damage** as a result of any act, omission or alteration of which **you** are unaware, **we** will not invalidate the cover under the policy.

Provided that **you**:

- tell **us** as soon as **you** become aware of the increased risk
- pay any appropriate additional premium.

### Other interests

At **your** request, **we** will note the interest of lessees, freeholders, mortgagees and debenture holders. **You** must tell **us** the names, nature and extent of such interests at the time of any **damage**.

### Other premises

**We** will pay for **damage** to **landlord's contents** insured under this policy whilst temporarily removed to any other **premises** occupied by **you** in Great Britain and Northern Ireland.

**We** will not pay for items more specifically insured.

The most **we** will pay is £2,500 any one occurrence.

### Workmen

Workmen are allowed to carry out repairs, minor additions and alterations or decorations at the **premises** without affecting the insurance provided by this policy.

### Residential property

If a residential building or residential portion of a building is made uninhabitable or access to it is prevented by **damage** insured under this section, **we** will pay for :

- loss of **rent receivable** as defined in section B
- the reasonable additional costs of comparable accommodation

until the building is inhabitable or accessible.

The most **we** will pay is 25% of the sum insured of the **damaged buildings** in any Period of Insurance.

### Waiver of subrogation rights

In the event of a claim under this policy **we** will not take the benefit of **your** rights against:

- any Company standing in the relation of Parent to Subsidiary or of Subsidiary to Parent to **you**
- any Company which is a Subsidiary to **your** own Parent Company (in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the **damage**)
- 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.

### **Property temporarily removed**

We will pay for **damage** to property whilst temporarily removed for cleaning, renovation, repair or similar purposes by an event in paragraphs 1-12.

Provided that the property remains within Great Britain and Northern Ireland.

The most we will pay is 10% of the item's sum insured.

We will not pay for items more specifically insured.

### **Theft of keys**

We will pay for the necessary replacement of locks following the loss of keys to the **buildings** by theft from:

- the **buildings**
- the home of **you** or any authorised **employee**.

The most we will pay is £1,000.

### **Unauthorised use of electricity gas oil or water**

We will pay the cost of metered electricity, gas, oil or water for which **you** are legally responsible following its unauthorised use by persons taking possession, keeping possession or occupying the **premises** without **your** authority. Provided that all practical steps are taken to terminate the unauthorised use as soon as it is discovered.

The most we will pay is 10% of the **buildings** sum insured up to a maximum of £2,500.

### **Upgrading sprinkler installations**

We will pay the additional costs following **damage** to the automatic sprinkler installation at the **premises** caused by an event in paragraphs 1-12 where **we** require that on repair or reinstatement, the installation conforms to the Loss Prevention Council Rules for Automatic Sprinkler Installations current at the time.

The total amount payable under any item of the policy will not exceed its sum insured.

## Supplementary Conditions

### Firebreak doors and shutters

Where there are firebreak doors and shutters, which are within **your** custody and control **you** must

- maintain them in efficient working order
- keep them free from obstruction

at all times.

### Security requirements

Where **buildings** are occupied by **you** or the security of **buildings** is **yours** or **your** agents responsibility or in respect of any empty or disused **buildings** which **we** have been notified:

- any additional protection that is required by **us** shall be fitted without delay. All devices for the protection of the property shall be kept in good working order and put into full and effective operation whenever the **premises** is closed for **business** or left unattended
- all keys including duplicate keys relative to the security of the **premises** or to any safe or strong room containing property insured shall be removed from that portion of the **premises** whenever they are closed for **business** or left unattended.

### Unoccupied buildings

**You** must tell **us** immediately if any building or part of any building becomes unoccupied and pay an additional premium if required.

Whenever a building or portion of a building becomes unoccupied:

- a) **we** shall not be liable for the first £500 of each claim for **damage** caused by malicious persons, (other than by fire or explosion) not acting on behalf of or in connection with any political organisation, storm, flood, escape of water or fuel oil, sprinkler leakage or theft
- b) **you** must take the following steps:
  - i) all mains services must be turned off (except electricity supply to maintain any fire or intruder alarm system) and the water system must be completely drained, or during the period 1 October to 1 April each year central heating systems must be kept working at a minimum temperature of five degrees C. Where sprinkler systems are installed and water supplies must be maintained, heating must be maintained at a minimum temperature of five degrees C
  - ii) unless **we** agree otherwise in writing, an inspection of the building internally and externally must be carried out every seven days (unless another period is agreed by **us** in writing) by an authorised representative and any waste removed
  - iii) all letter boxes must be sealed up and steps taken to prevent accumulation of mail
  - iv) **buildings** must be secured against unlawful entry by closing and locking doors and windows and setting any security and alarm systems.

**We** shall in addition to the above have the option to change the terms and conditions of the policy including requiring **you** to action risk improvements **we** consider essential. If **you** are unable to accept the revised terms **we** want to apply **we** will give **you** notice of the date from which cover under the policy will be cancelled and the time on risk premium that will apply.

### European Community and public authorities including undamaged property

Subject to the following special conditions the insurance in respect of section A includes the additional costs necessarily incurred to comply with the stipulations of:

- A) European Community Legislation, or
- B) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority (after this referred to as 'the Stipulations') in respect of:
  - i) the property insured being **damaged**
  - ii) undamaged portions of the property insured
  - iii) any water supply equipment at the **premises** supplying the sprinkler installation in undamaged portions of the **premises**

excluding:

- a) the cost incurred in complying with the Stipulations:
  - i) for **damage** occurring prior to the inception of this supplementary extension
  - ii) for **damage** not insured by this policy
  - iii) under which notice has been given to **you** prior to the **damage** occurring
  - iv) for which there is an existing requirement which has to be implemented within a given period in respect of property entirely undamaged by any events in paragraphs 1-12.
- b) the additional cost that would have been required to reinstate the **damaged** property to a condition equal to its condition when new, had the necessity to comply with the Stipulations not occurred
- c) the amount of any 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 the Stipulations.

### Special conditions

- i) The work of reinstatement must be commenced and carried out without reasonable delay and must be completed within 12 months from the date of the **damage** or within a further period **we** agree (during the 12 months) and may be carried out at another site (if the Stipulations allow) subject to **our** liability under this supplementary condition not being increased.
- ii) If **our** liability under any item of the policy apart from this supplementary condition is reduced by the application of any of the terms and conditions of the policy then **our** liability under this supplementary condition in respect of any item shall be reduced in the same proportion.
- iii) The most **we** will pay under any item of the policy in respect of this supplementary condition is:
  - a) for **damaged** property the sum insured
  - b) for undamaged portions of property (other than foundations), 20% of the sum insured for that item at the **premises** where the **damage** occurred.
- iv) The most **we** will pay for any item is the sum insured.
- v) Subject to the terms and conditions of the policy except where they have been varied by this supplementary condition.

### Reinstatement

Subject to the following special conditions the basis on which the amount payable for **buildings** and contents is to be calculated, will be the reinstatement of the **damaged** property.

For this purpose 'reinstatement' means:

- a) the rebuilding or replacement of the **damaged** property which, provided **our** liability is not increased may be carried out:
  - i) in any manner suitable to **your** requirements
  - ii) at another site
- b) the repair or restoration of the **damaged** property

in either case to a condition equal to but not better than its condition when new.

### Special conditions

- a) The most **we** will pay for partly **damaged** property will be the sum insured for that item
- b) **we** will not pay any amount in **excess** of the amount which would have been payable had this supplementary condition not applied:
  - i) unless reinstatement commences and proceeds without unreasonable delay
  - ii) until the cost of reinstatement has been incurred
  - iii) if at the time of **damage** to the property there is any other policy in force covering the same property which is not on the same basis of reinstatement
- c) all the terms and conditions of the policy will apply:
  - i) to any claim payable under the provisions of this supplementary condition except as they have been varied under this supplementary condition
  - ii) where claims are payable as if this supplementary condition had not applied.

### Special Exclusion applying to section A

**Damage** caused by pollution or contamination is not insured except (unless otherwise excluded) **damage** to the property insured caused by:

- pollution or contamination which itself results from Covers 1-7
- any of the Covers 1-7 which itself results from pollution or contamination
- sudden identifiable unintended and unexpected pollution or contamination which itself results from or results in Covers 8-12 subject to a total limit of liability under sections A and B in any one period of insurance of £25,000.

Your attention is drawn to the General Exclusions and Conditions of the policy.

# Section B – Loss of rental income

## Definitions

Notes:

- a) To the extent that **you** are accountable to the tax authorities for Value Added tax, all terms in this policy shall be exclusive of such tax
- b) For the purposes of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

## Rent receivable

The money paid or payable to **you** in the course of **your business** from the letting of the **premises**.

## Estimated rent receivable

The amount declared by **you** to **us** as representing not less than the **rent receivable** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the Period of Insurance (or proportionately increased multiples where the Maximum Indemnity Period exceeds 12 months).

## Standard rent receivable

The **rent receivable** during the period in the 12 months immediately before the date of the **damage** which corresponds with the **indemnity period** (or in the event of a claim arising from **damage** occurring before the completion of the first years trading of the **business** at the **premises**, the proportional equivalent of **rent receivable** from the date the **business** commenced to the date of the **damage**) which will be adjusted to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred. The adjusted figures shall represent as near as reasonably practicable the results which would have been obtained during the relative period after the **damage** had the **damage** not occurred.

## Indemnity period

The period beginning with the occurrence of the **damage**, and ending not later than the Maximum Indemnity Period stated in the schedule, during which the results of the **business** shall be affected in consequence of the **damage**.

## Professional accountant's charges

The reasonable charges payable by **you** to **your** professional accountant for producing details **we** require for a claim.

Other words with special meanings in this section are defined on pages 6 and 7.

They are: **business, damage, employee, premises, us, we, you, your.**

## The cover

### Rent receivable

We will pay for the loss of **rent receivable** occurring during the **indemnity period**, resulting from **damage** caused by any of the insured events 1-12 under section A to the **buildings** of the **premises** shown in the schedule

provided that:

- at the time of the **damage** there shall be an insurance in force covering **your** interest in the property at the **premises** against such **damage** and that payment shall have been made or liability admitted under that insurance
- **our** liability under this section shall not exceed 200% of the **estimated rent receivable** as shown in the schedule.

We will pay:

- 1) the difference between the **rent receivable** and the **standard rent receivable** during the **indemnity period** as a result of the **damage**
- 2) extra expenses that **you** necessarily and reasonably incur in order to minimise the interruption or interference with the **business** during the **indemnity period**
- 3) **professional accountants'** charges.

We will take into account in calculating the payment:

- any savings during the **indemnity period** from **business** expenses payable out of **rent receivable** which stop or are reduced as a result of the **damage**
- any **rent receivable** **you** earn from conducting the **business** elsewhere during the **indemnity period**.

### Cost of reletting

We will pay costs that **you** necessarily and reasonably incur in reletting the **premises** (including legal fees) solely in consequence of **damage**.

### Loss of investment income on late payment

Following **damage** where **we** are making a payment for **rent receivable** and this is made later than **you** would normally expect to receive payment from the tenants **we** will pay a further sum representing the interest which **you** would normally have earned by placing the money in **your** normal deposit account on the earlier date.

### **Buildings awaiting sale**

If at the time of **damage** you have contracted to sell **your** interest in the **buildings** and the sale is cancelled or delayed solely due to the **damage** we will pay at **your** option either:

the loss of rent from the date of the **damage** until the date the **buildings** would have been sold or the expiry of the **indemnity period** if earlier

or

the loss in respect of interest from the date the **buildings** would have been sold if the **damage** had not occurred to the actual date of sale or with the expiry of the **indemnity period** if earlier. The loss in respect of interest being:

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

less any amount of **rent receivable**.

**We** will also pay with **our** consent

additional expenditure being the 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

### **Payments on account**

Payments on account may be made during the **indemnity period** if required by **you** subject to any necessary adjustment at the end of the **indemnity period**.

### **Renewal**

You will provide to **us** prior to each renewal the **estimated rent receivable** for the financial year most nearly concurrent with the ensuing Period of Insurance.

### **Capital additions rent receivable**

**We** will pay for loss of **rent receivable** for:

- any newly acquired or newly erected **buildings** or alterations, additions or extensions to **buildings** covered under section A, that is not otherwise insured.

Provided that:

- The most **we** will pay at one situation is 10% of the sum insured under this section up to a maximum of £100,000 during any one Period of Insurance
- **you** must tell **us** as soon as possible of any extension of cover as detailed above and take out insurance cover from the date **our** liability commenced.

### Automatic reinstatement of the sum insured

We will automatically reinstate the sum insured upon notification of a claim to us unless we give you written notice to the contrary.

Provided that you:

- pay the appropriate additional premium
- take immediate steps to carry out any amendments in the protection of the buildings we may require.

The most we will reinstate in any one Period of Insurance is the sum insured.

### Waiver of subrogation rights

In the event of a claim under this policy we will not take the benefit of your rights against:

- any Company standing in the relation of Parent to Subsidiary or of Subsidiary to Parent to you
- any Company which is a Subsidiary to your own Parent Company (in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the damage)
- any tenant or lessee in respect of loss of rent unless the loss of rent is caused by a criminal or malicious act of the tenant or lessee.

## Extensions

### Prevention of access and public utilities

We will pay for the loss of rent receivable occurring during the indemnity period, resulting from damage caused by any of the Covers 1-12 described in section A and insured under this section:

- 1) to property in the vicinity of the premises which shall prevent or hinder the use of or access to the premises.

The most we will pay is 25 % of the estimated rent receivable sum insured shown in the schedule

- 2) to 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 all in Great Britain or Northern Ireland.

The most we will pay is 25% of the estimated rent receivable sum insured shown in the schedule.

## Special conditions applying to Section B

**We** will not pay if the **business** is permanently discontinued, wound up or carried on by a liquidator or receiver, unless **we** have agreed to do so.

**You** must keep **your** books of account and other business books records containing customers accounts in fire resisting safes or fire resisting cabinets of at least two hours fire resistance or store such records elsewhere than at **your** offices.

## Special Exclusion applying to Section B

**Damage** resulting from pollution or contamination is not insured except (unless otherwise excluded) resulting from **damage** to property used by **you** at the **premises** for the purpose of the **business** caused by:

- pollution or contamination which itself results from Covers 1-7 described in section A
- any of the Covers 1-7 described in section A which itself results from pollution or contamination
- sudden identifiable unintended and unexpected pollution or contamination which itself results from or results in Covers 8-12 described in section A subject to a total limit of liability under sections A and B in any one Period of Insurance of £25,000.

Your attention is drawn to the General Exclusions and Conditions of the policy.

# Section C – Property Owners’ Liability

## Definitions

### Business

For the purposes of section C the **business** shall include:

- private work carried out by any **employees** for **you** or any of **your** directors or executives
- participation in exhibitions.

### Products

Any commodities or goods or anything (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, services, processed, stored, handled, transported or disposed of by **you** or on **your** behalf or any structure constructed, erected or installed or contract work executed by **you** or on **your** behalf in the course of **your business**.

Other words with special meanings in this section are defined on pages 6 and 7.

They are: **bodily injury, buildings, damage, employee, premises, we, us, our, you, your.**

## Public Liability

### What is insured

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All sums which **you** shall become legally liable to pay as compensation for:

- accidental **bodily injury** to any person
- accidental **damage** to material property
- accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic
- wrongful arrest or false imprisonment

occurring during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with **your business**.

### What is not insured

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Any liability:

- from accidental **bodily injury** sustained by any **employee** or director in the course of the employment by **you** in connection with the **business**
- arising from professional advice given by **you** for a fee or in circumstances where a fee would normally be charged
- for **damage** to property which belongs to **you** or is held in trust by **you** or borrowed, rented, leased or hired for use by **you**.

This shall not apply to:

- i) personal property (including vehicles and their contents) of **your** visitors, directors or **employees**
- ii) buildings or their contents temporarily occupied by **you** for the purpose of carrying out work
- iii) premises rented, hired, leased or lent to **you** unless the liability attaches solely because of a contract or agreement.

## What is insured

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## What is not insured

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- for **damage** to that part of any property upon which **you** or **your** servant or agent has been working, where the **damage** is a direct result of such work
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by **you** or on **your** behalf:
  - i) which is licensed for road use
  - ii) for which compulsory motor insurance is required
  - iii) which is more specifically insured

This shall not apply to:

liability which **you** incur in respect of **bodily injury** or **damage** during the loading or unloading of any mechanically propelled vehicles or mobile plant or the bringing or taking away of a load from that vehicle, provided **you** are not entitled to indemnity under any other policy

- arising out of manual work from the **premises** other than collection or delivery by **you** or any of **your** employees
- arising from the ownership, possession or use by **you** or on **your** behalf of:
  - i) craft designed to travel through air or space
  - ii) hovercraft or watercraft other than barges, motor launches and non- powered craft used on inland waterways
- arising from **products** after they have ceased to be in **your** custody or control.

This shall not apply to food or beverages for consumption on **your premises** or at any other **premises** where **you** are carrying on **your business**

### What is insured

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### What is not insured

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- arising out of programming or for loss of information or the provision of wrong information on, in or from computer disks, tapes or other data recording equipment
  - for any Associated or Subsidiary Company of **yours** or Branch Office or Representative of **yours** with Power of Attorney outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
  - aggravated, exemplary, vindictive or punitive damages awarded by any Court of law outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
  - loss, cost or expense directly or indirectly caused by, or contributed to or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives
  - the first £250 of compensation payable for **damage** to material property for any one occurrence or all occurrences of a series arising out of one original cause.
- 

### Limit of liability

The most **we** will pay for all claims made for any one occurrence or all occurrences of a series out of one original cause is as stated in the schedule. **We** will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with **our** consent.

## Products Liability

### What is insured

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All sums which **you** shall become legally liable to pay as compensation for:

- accidental death of or accidental **bodily injury** to any person
- accidental **damage** to material property

occurring anywhere in the world during any Period of Insurance in connection with **products** supplied in or from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and caused by **products**.

### What is not insured

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Any liability:

- for **bodily injury** or disease sustained by any **employee** arising out of and in the course of the employment by you in connection with **your business**
- for replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any **products**
- arising from any **products** which at the time of the contract of sale or supply are knowingly:
  - i) sold or supplied for use in craft designed to travel through air or space
  - ii) exported to the United States of America or Canada
- arising from any **products** in **your** custody or control
- for liquidated damages, fines or penalties which attach solely because of a contract or agreement
- arising from professional advice given by **you** for a fee or in circumstances where a fee would normally be charged
- arising out of programming or for loss of information or the provision of wrong information on, in or from computer disks, tapes or other data recording equipment
- for any Associated or Subsidiary Company of **yours** or Branch Office or Representative of **yours** with Power of Attorney outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- aggravated, exemplary, vindictive or punitive damages awarded by any Court of law outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- loss, cost or expense directly or indirectly caused by, or contributed to or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives.

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### Limit of liability

The most **we** will pay for any one Period of Insurance is as stated in the schedule. **We** will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with **our** consent.

## Extensions to Section C

### What is insured

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#### Additional benefit

We will pay the costs incurred with our consent for:

- i) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- ii) 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.

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#### Personal representatives

In the event of **your** death the indemnity provided under this section will extend to cover **your** personal representative for any liability **you** had previously incurred provided that they keep to the terms and conditions of the policy.

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#### Indemnity to directors and employees

If the following people have a claim made against them for which **you** would be insured by this section, **we** will pay for any amounts for which they are legally liable:

- any **employee** or director
- any officer, member or **employee** of **your** social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services.

Provided that:

- i) **you** request **us** to do so
  - ii) such people shall keep to the terms, conditions and limitations of this policy.
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### What is not insured

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## What is insured

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### Indemnity to principal

In the event of any claim for which **you** would be entitled to receive indemnity under this section being brought or made against any Public or Local Authority or other Principal **we** will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses for such claim.

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### Cross liabilities

Where this policy is in joint names of more than one party **we** will deal with any claim as though a separate policy had been issued to each of them.

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### Data Protection Act

**We** will pay all sums **you** become legally liable to pay under Section 13 of the Data Protection Act 1998 in accordance with personal data held by **you**.

---

### Motor contingent liability

All sums which **you** and **you** alone shall become legally liable to pay as compensation for:

- accidental death of or accidental **bodily injury** to any person
  - accidental **damage** to material property arising out of the use of any motor vehicle being used in connection with **your business**.
- 

## What is not insured

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Fines or penalties.

The cost of replacing, reinstating, rectifying or erasing any personal data.

---

Any liability:

- arising from the use of a motor vehicle which **you** own or provide
  - arising from a motor vehicle driven by **you**
  - for **damage** to the vehicles or goods carried in them
  - arising while the vehicle is being driven by any person who, to **your** knowledge, does not hold a driving licence unless that person has held one and is not disqualified from holding one
  - arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
  - attaching to any person other than **you**.
-

## What is insured

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### Health and Safety at Work Act 1974 – Legal defence costs

We will pay, at **your** request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against **you** or one of **your employees** or directors for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, including legal **costs and expenses** incurred with **our** consent in an appeal against conviction.

---

### Defective Premises Act 1972

**Your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **premises** which have been disposed of by **you**.

Provided that **you** have no other more specific insurance in force.

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### Consumer Protection Act 1987 and Food Safety Act 1990 – Legal defence costs

We will, at **your** request, pay all legal expenses or fees reasonably incurred in defending any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or Food Safety Act 1990 including **costs and expenses** incurred with **our** consent in an appeal against conviction.

Provided that:

- the alleged breach occurs during the Period of Insurance
- the criminal proceedings relate to an offence committed in the course of **your business**
- the proceedings are brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- **we** have sole conduct and control of all claims
- **you** or any **employee** shall tell **us** immediately if any summons or other process is served upon **you** or any **employee** and of any event that may give rise to proceedings against such people.

The most **we** will pay is £25,000.

---

## What is not insured

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Fines and penalties.

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The cost of remedying any defect or alleged defect in the **premises**.

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Legal fees or expenses where **you** or **your employee** are insured by another policy.

Legal fees or expenses where proceedings are for any deliberate or intentional criminal act or omission by **you** or any **employee**.

Legal **costs and expenses** which **you** or any **employee** may be ordered to pay by a court of criminal jurisdiction for any deliberate or intentional criminal act or omission of **you** or any **employee**.

Fines or penalties.

The cost of any investigation or enquiry other than a solicitor's investigation restricted to criminal proceedings as defined in this sub-section.

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## What is insured

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### Court attendance costs

We will pay **you** the rates shown below if any such people are required to attend court as a witness at **our** request, in connection with a claim for which insurance is provided under this section:

- a) **you** or **your** partner or director £250 per day
- b) any **employee** £100 per day.

---

### Libel and slander

We will pay all costs **you** become legally liable to pay as compensation for any act of libel or slander committed or uttered in good faith by **you** in the course of **your business** occurring during the Period of Insurance.

Provided that:

- this will apply solely to **your** in-house and trade publications
- the most **we** will pay is £250,000 in any one Period of Insurance.

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### Public liability during visits abroad

The Public Liability cover applies to non manual work carried out during temporary visits anywhere in the world in connection with **your business** by **you**, any **employee** or director normally resident in and travelling from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

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## What is not insured

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All the extensions to the Public Liability and Products Liability cover are subject to the following:

- we shall not be liable under these extensions unless we have the sole conduct and control of all claims
- these extensions shall not apply to any liability which is insured under any other policy
- the most we will pay will not increase and we will not pay more than stated
- these extensions are subject to the terms, limitations and conditions of the policy.

## Clauses applying to Section C – Property Owners’ Liability

### Pollution or contamination

Liability arising from Pollution or Contamination is not insured unless caused by a sudden identifiable unintended incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

The most we will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the Period of Insurance is as shown in the schedule. Provided that the most we will pay will not increase and we will not pay more than the limit stated in the schedule.

For the purpose of this clause ‘Pollution or Contamination’ shall mean:

- all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere; and
- all **damage** or **bodily injury** directly or indirectly caused by such Pollution or Contamination.

### Legionella extension

The Pollution or Contamination clause above will not apply to any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

All Pollution or Contamination which arises out of any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like shall be deemed to have occurred on the date that **you** first become aware of circumstances which have given rise to such Pollution or Contamination.

This policy shall not apply to any claim arising from Pollution or Contamination which arises from 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 current Period of Insurance **you** had become aware of circumstances which have or may give rise to such Pollution or Contamination.

For the purpose of this clause such ‘Pollution or Contamination’ shall mean:

- all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere; and
- all **damage** or **bodily injury** directly or indirectly caused by such Pollution or Contamination.

You must give notice in writing to **us** immediately **you** become aware of circumstances which have given or may give rise to a claim under this endorsement.

### Use of heat

The indemnity given by this section is subject to the following precautions being complied with whenever the use or application of heat (as defined below) is used elsewhere than on **your own premises**.

- a) By means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers
  - all combustible material shall be cleared from the immediate area or shall be fully protected by overlapping sheets or screens of non combustible materials
  - at least two adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected
  - a thorough examination must be made in the vicinity of the work approximately one hour after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered
  - blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use
  - a person must be appointed by **you** to act as an observer to watch for signs of smoke or smouldering or flames. This does not apply to the application of heat is by means of blow lamps, blow torches, hot air guns or hot air stripper
- b) use of asphalt, bitumen, tar, pitch or lead heaters
  - the heating must be carried out in the open in a vessel designed for the purposes and if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

### Discharge of liability

**We** may free **ourselves** from any further liability by paying to **you** or on **your** behalf the maximum sum payable under the public or products liability cover or should any payments have been made, the balance of such maximum sum.

**We** shall also pay law costs incurred prior to the date of such payment.

If the sum payable for any claim or claims made against **you** is greater than the maximum sum payable **you** shall pay the extra amount. **You** shall also pay such proportion of the law costs as the extra amounts bears to the total sum payable for such claim or claims.

**Your attention is drawn to the General Exclusions and Conditions of the policy.**

# Section D – Employers’ Liability

## Definitions

Words with special meanings in this section are defined on pages 6 and 7.

They are: **business, bodily injury, buildings, damage, employee, premises, we, us, our, you, your.**

## What is insured

---

Your legal liability for **bodily injury** sustained by any **employee** which arises out of and in the course of the employment by **you** in connection with **your business**.

We will pay:

- all sums **you** become legally liable to pay for any claim for damages settled or defended with **our** consent
- **claimant’s costs and expenses**
- all **costs and expenses you** incur with **our** consent in defending any claim for damages
- solicitors’ fees **you** incur with **our** consent for:
  - a) representation at any Coroners’ Inquest or Fatal Inquiry into death
  - b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event.

Provided that the **bodily injury** is caused:

- during the Period of Insurance
  - within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or to **employees** employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and temporarily engaged elsewhere.
- 

## What is not insured

---

Any liability:

- for **bodily injury** or disease sustained by any **employee**:
    - i) on any offshore installation or support or accommodation vessel for any offshore installation or
    - ii) in transit to from or between any offshore installation or support or accommodation vessel
  - for which compulsory motor insurance or security is required under either of the following:
    - i) the Road Traffic act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992
    - ii) the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993
- or any other Compulsory Road Traffic Legislation.
-

## Extensions to Section D

### What is insured

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#### Indemnity to principal

In the event of any claim for which **you** would be entitled to receive indemnity under this section being brought or made against any Public or Local Authority or other Principal **we** will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses for such claim.

---

#### Indemnity to directors and employees

If the following people have a claim made against them for which **you** would be insured by this section, **we** will pay for any amounts for which they are legally liable.

- any **employee** or director
- any officer, member or **employee** of **your** social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services.

Provided that:

- **you** request **us** to do so
  - such people shall keep to the terms, conditions and limitations of this policy.
- 

#### Private work

Private work carried out by any **employee** for **you** or any of **your** directors.

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### What is not insured

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## What is insured

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### Health and Safety at Work Act 1974

All legal fees or expenses reasonably incurred by the solicitors engaged with our consent to act for, or on behalf of, any of **your employees** or directors to defend a criminal charge brought under:

- i) section 36 or 37 of the Health and Safety at Work Act 1974 for an offence as defined in Section 33 of that Act
- ii) article 34 of the Health and Safety at Work act (Northern Ireland) Order 1978 for an offence as defined in Article 31 of that order occurring during the Period of Insurance and arising out of their employment by **you** in connection with **your business**

Provided that:

- this extension shall apply only to proceedings brought within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- the **employee** tells **us** immediately if any summons or other legal process is served upon him and of any event that may give rise to legal proceedings against him.

---

### Unsatisfied Court Judgments

If any **employee** or his personal representative obtains a judgment for damages for **bodily injury** against any Company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months **we** will pay to the **employee** or his personal representatives, at **your** request, the amount of any unpaid damages and awarded costs.

Provided that:

- the **bodily injury**:
    - i) is caused during the Period of Insurance
    - ii) arises out of and in the course of his employment in **your business**
  - there is no appeal outstanding
  - if any payment is made under this extension the **employee** or his personal representative shall assign the judgment to **us**.
- 

## What is not insured

---

Legal fees and expenses relating to the charge if the charge concerns any deliberate or intentional criminal act or omission by **your employee**.

Any fines or penalties.

Any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to the charge.

---

## What is insured

---

### Court attendance costs

We will pay you the rates shown below if any such people are required to attend court as a witness at our request, in connection with a claim for which insurance is provided under this section:

- a) you or your partner or director £250 per day
- b) any employee £100 per day.

### Injury to partner or proprietor

The definition of **employee** is extended to include any partner or proprietor named in the schedule in respect of **bodily injury**.

Provided that:

- the **bodily injury** is sustained in the course of your business
- the **bodily injury** is caused by another partner or **employee** working for you in connection with your business
- the partner or proprietor has a valid right of action against the party responsible for the **bodily injury**.

## What is not insured

---

All the extensions to the Employers' Liability cover are subject to the following:

- we shall not be liable under these extensions unless we have the sole conduct and control of all claims
- these extensions shall not apply to any liability which is insured under any other policy
- the most we will pay will not increase and we will not pay more than stated
- these extensions are subject to the terms, limitations and conditions of the policy.

### Limit of liability

The most we will pay (other than limits otherwise specified) is £10,000,000 for any one claim against you or by you or series of claims against you or by you arising out of one cause.

This amount shall be inclusive of:

- i) all legal costs and other expenses incurred by any claimant or claimants
- ii) all legal costs and other expenses incurred in defending any claim or claims.

Where we agree to indemnify more than one party then nothing in this Policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

Your attention is drawn to the General Exclusions and Conditions of the policy.

# Section E – Legal expenses for eviction of squatters

This section applies only to residential premises and/or residential portions of premises.

## How to claim under this Section

Once the **administrator** has received details of **your** claim and the **administrator** has accepted it, the **administrator** will start to resolve **your** legal problem.

To make a claim under this section, please write direct to the **administrator** with full details as soon as possible.

## Send your claim to:

Legal Claims Centre, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

## If you need help from us

**You** can phone the **administrator** any time on 0117 934 2111 for advice on any legal problem for the eviction of squatters.

Claims can also be e-mailed to [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

## When the administrator cannot help

Please do not ask for help from a solicitor before the **administrator** has agreed. If **you** do, **we** will not pay the costs involved.

## Definitions applicable to Section E

### **Administrator**

DAS Legal Expenses Insurance Company Limited who administer and manage all claims on our behalf and to whom any notification of a claim must be addressed.

### **Representative**

The lawyer or other suitably qualified person who has been appointed by the **administrator** to act for **you** in accordance with the terms of this section.

### **Date of occurrence**

The date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the **date of occurrence** is the date of the first of these events.

### **Costs and expenses**

#### **a) Legal costs**

All reasonable and necessary costs chargeable by the **representative** on a standard basis.

#### **b) Opponents' costs**

We will also pay the costs incurred by opponents if **you** have been ordered to pay them, or pays them with the **administrator's** agreement.

### **Territorial limits**

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

### **We or us or our**

Zurich Insurance plc

### **You or your**

The person, people or the company shown in the schedule as the Insured.

## Cover

We agree to provide the insurance in this section, as long as:

- a) the **date of occurrence** of the insured incident is within the Period of Insurance; and
- b) any legal proceedings will be dealt with by a court, or other body which the **administrator** agrees to, in the **territorial limits**.

The **administrator** will help in appealing or defending an appeal as long as **you** tell the **administrator** within the time limits allowed. Before **we** pay the **costs and expenses** for appeals, the **administrator** must agree that it is always more likely than not that the appeal will be successful.

We will only pay the **costs and expenses** charged by a **representative** appointed by the **administrator**.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.

### **Eviction of squatters**

We will pay the **costs and expenses** incurred to secure the eviction of squatters from residential **premises** shown in the schedule.

## Exclusions applicable to Section E

- 1 A claim reported to the **administrator** more than 180 days after **you** should have known about the insured incident.
- 2 An incident or matter arising before the start of cover under this section of the policy.
- 3 **Costs and expenses** incurred before the **administrator's** written acceptance of a claim.
- 4 Fines, penalties, compensation or **damages** which **you** is ordered to pay by a court or other authority.
- 5 An insured incident intentionally brought about by **you**.
- 6 Any legal action that **you** take which the **administrator** or the **representative** have not agreed to, or where **you** do anything that hinders the **administrator** or the **representative**.
- 7 A claim relating to **your** alleged dishonesty or alleged violent behaviour.
- 8 A claim relating to written or verbal remarks which **damage your** reputation.
- 9 A claim relating to a lease, a licence or tenancy of land or buildings, or a claim relating to any land or buildings which are not for residential purposes.
- 10 A dispute with **us** or the **administrator** not otherwise dealt with under Condition 7.
- 11 Apart from the **administrator**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.
- 12 An application for judicial review.

Your attention is drawn to the General Exclusions and Conditions of the policy.

## Conditions applicable to Section E

- 1 **You** must:
  - a) keep to the terms and conditions of this section;
  - b) try to prevent anything happening that may cause a claim;
  - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
  - d) send everything the **administrator** asks for, in writing;
  - e) give the **administrator** full details in writing of any claim as soon as possible and give the **administrator** any information they need.
- 2 a) The **administrator** can take over and conduct in **your** name, any claim or legal proceedings at any time.

The **administrator** can negotiate any claim on **your** behalf.
- b) **You** are free to choose a **representative** (by sending the **administrator** suitably qualified person's name and address) if:
  - i) the **administrator** agrees to start court proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
  - ii) there is a conflict of interest.

The **administrator** may choose not to accept **your** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances, **you** may choose another suitably qualified person.

- c) In all circumstances except those in 2b) above, the **administrator** is free to choose a **representative**.
  - d) Any **representative** will be appointed by the **administrator** to represent **you** according to the **administrator's** standard terms of appointment. The **representative** must co-operate fully with the **administrator** at all times.
  - e) The **administrator** will have direct contact with the **representative**.
  - f) **You** must co-operate fully with the **administrator** and the **representative** and must keep the **administrator** up to date with the progress of the claim.
  - g) **You** must give the **representative** any instructions that the **administrator** requires.
- 3
- a) **You** must tell the **administrator** if anyone offers to settle a claim.
  - b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- 4
- a) **You** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if the **administrator** asks for this.
  - b) **You** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
- 5
- If the **representative** refuses to continue acting for **you** or if **you** dismiss the **representative**, the cover **we** provide will end at once, unless the **administrator** agrees to appoint another **representative**.
- 6
- If **you** settle a claim or withdraw it without the agreement of the **administrator**, or do not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses** **we** have paid.
- 7
- If **you** and the **administrator** disagree about the choice of **representative**, or about the handling of a claim, **you** and the **administrator** can choose another suitably qualified person to decide the matter. **You** and the **administrator** must both agree to the choice of this person in writing. Failing this, the **administrator** will ask the president of a relevant national law society to choose a suitably qualified person.
- All costs of resolving the disagreement must be paid by the party whose argument is rejected.
- 8
- The **administrator** may, at their discretion, require **you** to obtain, at **your** expense an opinion from a lawyer or other suitably qualified person chosen by **you** and the **administrator**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that **you** will recover **damages** (or obtain any other legal remedy that the **administrator** has agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
- 9
- All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

# General exclusions

## Applicable to all insurances other than Employers' Liability

This policy does not cover:

- 1 **damage** arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 2 any expense, consequential loss, legal liability, or **damage** to any property directly or indirectly arising from:
  - ionising radiation from or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component
  - any weapon or device employing atomic nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this sub paragraph will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

3 any event arising from war, invasion, act of foreign enemy, hostilities, (whether war is declared or not) civil war, rebellion, revolution, insurrection, military force or coup

- 4 a) **damage**
  - b) consequential loss, additional expenditure or extra expenses
  - c) legal liability
  - d) other fees, costs, disbursements, awards or other expenses of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- i) the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date
- ii) any Data Processing System responding to or dealing in any way with:
  - 1) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
  - 2) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such Data Processing System is the property of **you** or not and whether operating before or after the year 2000

but in respect of all insurances other than Public Liability or Products Liability or Contractors' Joint Indemnity or Legal Expenses this shall not exclude subsequent **damage** or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from a Defined Peril otherwise covered by this policy.

## Definitions

For the purpose of this Exclusion, the following special meanings shall apply:

'Data Processing System' shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in

labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

**The following Exclusions 5, 6 and 7 are applicable to Sections A and B only.**

- 5 **Damage**, cost or expense directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with Terrorism:

For the purposes of this Exclusion the following special meaning shall apply:

'Terrorism' shall mean:

- a) in respect of any occurrence in England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

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

- b) in respect of any occurrence elsewhere than as described in a) above:

any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i) involves violence against one or more persons; or
  - ii) involves **damage** to property; or
  - iii) endangers life other than that of the person committing the action; or
  - iv) creates a risk to health or safety of the public or a section of the public; or
  - v) is designed to interfere with or to disrupt an electronic system
- c) any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in a) or b) above.

In any action or suit or other proceedings where **we** allege that by reason of this Exclusion cover is not provided under this Policy, the burden of proving that cover is provided under this Policy shall be upon **you**

- 6 this Policy does not cover **damage** to any property in Northern Ireland or loss resulting from such **damage** arising from riot civil or political disturbances and (except in respect of **damage** by fire or explosion) labour disturbances

- 7 **damage** to any electrical plant or appliance caused by its own:

- over-running
- short-circuiting
- excessive pressure
- self heating.

This exclusion shall not apply where fire spreads to cause **damage** to other plant or appliances or other property insured.

# General conditions

In the following conditions the word **you** also includes any other person insured under the policy.

- 1 **You** will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of **employees**.
- 2 **You** must tell **us** of any change of circumstances after the start of the insurance which increases the risk of injury or **damage**. **You** will not be insured under the policy until **we** have agreed in writing to accept the increased risk.
- 3 If **you** or anyone acting for **you** makes a claim under this policy knowing the claim to be false, **we** will not pay the claim and all cover under the policy stops.
- 4 **We** have the right to cancel this policy or any section, or part of it, by giving 14 days notice in writing by registered letter to **your** last known address.
5. If **you** decide **you** do not want to accept the policy, or any subsequent renewal of it, please tell **us** (or **your** insurance intermediary) within 14 days of receiving the policy or renewal notice. **We** may, at our discretion, charge **you** for the time **you** have been on cover, including insurance premium tax.
- 6 If **we** admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator, the arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator has reached a decision.
- 7 If **you** die **we** will insure **your** legal personal **representatives** for any liability **you** had previously incurred under the policy provided that they keep to the terms of the policy.
- 8 The policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material fact.
- 9 Reference to the payment of premium includes payment by monthly instalments. If you pay by this method the policy remains an annual contract and the date of the payment and the amount of instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and the policy will be cancelled immediately.
- 10 If **you** pay the premium to **us** using our Direct Debit instalment scheme, **we** will have the right (which **we** may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the policy, provided **you** tell **us** (or **your** insurance intermediary) before the next renewal date, **we** will not renew it.

# Claims conditions

- 1 Upon learning of any circumstances likely to give risk to a claim **you** must:
  - tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require
  - as soon as is reasonably possible, tell the Police if the **damage** is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people
  - immediately send to **us** any writ or summons issued against **you**
  - supply, at **your** own expense, full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:
    - i) 7 days for **damage** by riot or civil, labour or political disturbances or vandals or malicious people
    - ii) 30 days after the expiry of the **indemnity period** under section B – Loss of rental income
    - iii) 30 days after any other **damage**, interruption or **bodily injury**
  - take action to minimise the **damage** and to avoid interruption or interference with the **business** and to prevent further injury or **damage**.
- 2 **We** shall have the right to settle a claim by:
  - the payment of money
  - reinstatement or replacement of the property lost or damaged
  - repair of the property lost or damaged.

If **we** decide upon reinstatement, replacement or repair **we** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.

**We** shall not spend on any one item, more than its sum insured.
- 3 **We** have the right to the salvage of any insured property.
- 4 **You** must not admit, deny, negotiate or settle any claim without **our** written consent.
- 5 If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy **we** will be liable only for **our** proportionate share. If any other such policy has a provision preventing it from contributing in like manner then **our** share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.
- 6 **We** are entitled to:
  - take the benefit of **your** rights against another person before or after **we** have paid a claim
  - take over the defence or settlement of a claim against **you** by another person.
- 7 **We** have the right to enter the **buildings** where the **damage** has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

# Our complaints procedure

We value the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly and promptly.

## Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with your usual contact as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within 4 weeks of receipt.

## Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right however sometimes we may not be able to reach an agreement with you. If this is the case and you remain dissatisfied once you have received our response to your complaint we will refer your complaint to our Customer Relations Team for a separate review.

The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete they will provide you with a final response on our behalf.

## The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within 8 weeks or if you remain dissatisfied following receipt of our final response letter you can ask the FOS to formally review your case. You must contact the FOS within 6 months of our final response.

The FOS contact details are as follows:

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

You can telephone for free on:

**08000 234 567** for people phoning from a "fixed line" (for example, a landline at home)

**0300 123 9 123** for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and will not affect your legal rights.

The FOS can help with most complaints if you are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual income of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If you are unsure whether the FOS will consider your complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of your complaint.

## The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or you may contact the FSCS on 020 7892 7300.

Following this complaints procedure does not affect your legal rights.





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#### Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.  
Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.  
UK Branch registered in England and Wales Registration No. BR7985.  
UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley,  
Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093. These details can be checked on the FSA's register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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