



**NEW INDIA  
ASSURANCE**



Please complete this proposal and return it to  
your insurance adviser or to:

The New India Assurance Company Limited,  
3rd Floor,  
Crown House  
Crown Street,  
Ipswich,  
Suffolk IP1 3HS

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## Policy

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**COMMERCIAL  
PROPERTY OWNERS**

# Commercial Property Owners Policy

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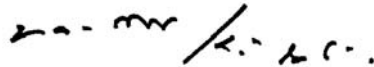
## Preamble

The proposal and declaration made by you the Insured are incorporated in and form the basis of this contract with the New India Assurance Company Limited (referred to in the Policy as “the Insurer”)

In return for the Insured having paid or agreed to pay to the Insurer the premiums for the periods of insurance stated in the Schedule the Insurer undertakes to provide the insurance described in the Policy subject to its terms and conditions

The Policy is effective only whilst the Insured is carrying on the Business described in the Schedule and no other for the purpose of this insurance

On behalf of New India Assurance Company Ltd



M Vasantha Krishna  
Chief Executive - UK

## Your Policy

This is your Commercial Property Owners Policy. It clearly sets out what is and what is not covered. The Schedule(s) and any Endorsements are all part of the Policy. Please examine this Policy carefully to ensure you understand its terms and conditions and that it provides the cover you require. Advice on any aspects will gladly be given. Immediate notification should be made of any changes which may affect the Insurance provided. Should you have any query please contact your Insurance adviser or the New India office.

## The law applicable to this contract

The parties to this contract have the right to choose the law that should apply. New India propose to apply English law except for those customers who at inception of the contract are domiciled:-

i) in Scotland where Scots law will apply

or

(ii) in Northern Ireland where the law of Northern Ireland will apply

In the absence of any written agreement to the contrary, the appropriate law as detailed above will apply.

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## Caring for our customers

We at New India make every effort to provide a good service to all our policyholders. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do.

- Your first point of contact should always be your Insurance Adviser or alternatively the Manager of the the New India Assurance office which issued the policy.
- If, following contact with the above, you feel that you require further assistance, then please write to our Customer Care Manager or Chief Executive for UK at:

**New India Assurance Company Ltd**  
**14 Fenchurch Avenue**  
**London EC3M 5BS**

*It will greatly assist us if you quote your policy number in any communication.*

## Change of Address

Please bear in mind that we need to have your current address. This will make sure that your renewal invitation will reach you in good time and avoid confusion in the event of a claim.

## Making a claim

We pride ourselves on our service which provides a prompt and professional handling of claims. Claims are dealt with by knowledgeable and helpful staff who are able to discuss your claim, give you advice and reassurance and ensure that it is handled in a fair and efficient manner

Where a loss adjuster is appointed to deal with a claim they will be required to

- act impartially and
- deal with the claim in a courteous and professional manner. We judge the performance of loss adjusters by the service they provide to our customers

In the event of a Legal Expenses claim please contact the legal helpline on 0844 576 5803

In the event of any other claim please contact the New India Assurance Company Ltd on 0845 3000 989



# Helplines

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Helpful advice – it's part of the service!

## Emergency Assistance

Burst pipes blocked drains electrical faults even swarms of bees – when trouble strikes in your property simply telephone the number below for practical advice.

If you wish the Helpline staff will get in touch with the nearest suitable tradesman, confirm the time of arrival and the price and call you back promptly with the details. You will remain responsible for the tradesman's charges for carrying out any work including the call out charge. It will be your decision whether to accept the quotation provided by the tradesman.

The service is provided by ARAG plc and features

- Quick practical advice
- Panel of approved tradesmen
- Agreed call out charges and hourly rates
- Access to leading experts in various trades

## Legal Services provided under this policy

### Legal Document Max

As a benefit of buying a New India policy you now have access to Legal Document Max, a service that provides a revolutionary legal services website resource. Legal Document Max has been designed to meet business needs, allowing unlimited free access to interactive documents such as employment contracts and health and safety documentation.

To access this site, go to :

[www.arag.co.uk/docs](http://www.arag.co.uk/docs)

Once you are on the site click on “Essential Business Legal”, then “ Not registered yet?”. You will then need to enter voucher code X1232K545CA3 to register for the first time. You will then be given your individual sign in details to use in the future.

### Legal & Tax Advice

You also have access to 24 hour advice service in the event of a legal or tax problem. We would strongly recommend that you initially take advantage of this confidential service which we provide to you as part of this section; the only cost to you is a standard rate call. The advice covers any business legal or tax matter and you can use this service as often as you like. Your query will be dealt with by a suitably qualified specialist experienced in handling a range of legal and tax related matters.

This service is provided by ARAG. Use of the advice helpline does not constitute reporting of a claim.

### All the Helplines are available 24 hours a day, 365 days a year

Simply telephone the appropriate number below and quote New India and your policy number

**Emergency Assistance            0844 581 0402**

**Legal and Tax Assistance        0844 576 5803**

# General Definitions

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- The Business** - Property Owner
- The Premises** - The address(es) stated in the Schedule of Premises leased or rented to third parties by the Insured in connection with the Business
- Damage** - Loss destruction or damage
- Employee** - The term "Employee" shall include
- (a) any person under a contract of service or apprenticeship with
    - (i) the Insured
    - (ii) any other party and who is borrowed by or hired to the Insured
  - (b) any labour master or person supplied by him
  - (c) any person supplied by a labour only sub-contractor
  - (d) any self-employed person working for the Insured
  - (e) any person supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured for the duration of such contract or agreement
  - (f) any driver or operator of plant hired to the Insured
  - (g) any student provided by a local Education Authority within the terms of a Work Experience Programme Agreement
  - (h) any trainee provided by the Manpower Services Commission or any other Central or Local Government body under the terms of a Work Experience Agreement
- Terrorism** Notwithstanding anything to the contrary in this policy Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

## What is covered

These Sections are printed on a white background and give detailed information on the insurance provided

## What is not covered

These Sections shown on a blue colour background draw your attention to what is not included in the scope of your policy

# Section 1 – Building and Landlord’s Contents

## Definitions

### Buildings

The building(s) at the Premises including  
Landlord’s Fixtures and Fittings therein and thereon  
outbuildings annexes extensions and gangways  
walls gates and fences car parks service and common areas  
access roads pathways paving and steps  
telephone gas water and electric installations  
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 the Insured’s responsibility

### Landlord’s Contents

Contents in common areas of the Building belonging to or the responsibility of the Insured including furniture furnishings and other similar property excluding  
money and personal effects  
computer and computer systems records audio visual equipment  
business books and documents

### Excess

The first part of each and every claim for Damages to Buildings Landlord’s Contents which the Insured shall bear after the application of any underinsurance clause and which amount is shown in the Schedule and endorsements to this Policy

### Designation

For the purpose of determining where necessary the heading under which any property is insured the Insurer agrees to accept the designation under which such property has been entered in the Insured’s books

### Cover

The Insurer will indemnify the Insured in respect of Damage to the Buildings and/or Landlord’s Contents at the Premises by any of the Contingencies stated as operative in the Schedule by payment or at its option by repair reinstatement or replacement

What is Covered (Contingencies)	What is not Covered (Exclusions)
1) <b>Fire Lightning Explosion</b>	1a) The amount of the excess shown in the schedule in respect of each occurrence of loss or damage 1b) Damage by explosion of a boiler or other plant designed to operate under steam pressure and belonging to or under the control of the Insured (but this exclusion shall not apply to boilers used for domestic purposes nor to Damage by Fire resulting from Explosion) 1c) Damage to electrical equipment by short circuiting or overrunning not resulting in Fire
2) <b>Aircraft</b> and other aerial devices or articles dropped from them	
3) <b>Riot and Civil Commotion</b> strikers locked-out workers or persons taking part in labour disturbances	3) Damage resulting from cessation of work and Damage in Northern Ireland
4) <b>Malicious Persons</b>	4) Damage i) In Northern Ireland ii) arising from Theft or attempted Theft iii) in respect of any Building or any portion thereof which is empty or not in use

What is Covered (Contingencies)	What is not Covered (Exclusions)
5) <b>Earthquake</b>	
6) <b>Storm or Flood</b>	6a) Damage arising from frost subsidence ground heave or landslip 6b) Damage i) to gates fences and moveable property in the open ii) attributable solely to change in the water table level
7) <b>Escape of Water</b> from water tanks apparatus or pipes including sprinkler installations	7) Damage to any Building or any portion thereof which is empty or not in use
8) <b>Impact</b> by any road vehicle or animal not belonging to or under the control of the Insured's family or employees	
9) <b>Impact</b> by any other road vehicle or animal	
10) <b>Escape of Oil</b> from a fixed oil fired heating installation	
11) <b>Breakage or Collapse of Radio or Television Aerials</b>	
12) <b>Subsidence Ground Heave or Landslip</b>	12a) Damage to walls gates and fences access roads pathways paving and steps unless also affecting a Building insured hereby 12b) Damage caused by i) the normal settlement or bedding down of new structures ii) the settlement or movement of made-up ground iii) coastal or river erosion iv) defective design or workmanship or the use of defective materials 12c) Damage which originated prior to the inception of this cover 12d) Damage resulting from i) demolition construction structural alteration or repair of any property or ii) groundworks or excavation at the same premises or on any adjoining site unless admitted by the Insurer in writing
13) <b>Breakage of Fixed Glass and Fixed Sanitaryware</b> including any additional costs necessarily and reasonably incurred as a direct result of breakage other than wear and tear or gradual deterioration	13a) Breakage resulting directly or indirectly from defects in framework beadings or other fittings 13b) i) interior fittings of the shopfront and the goods displayed therein ii) stained glass iii) electrical light fittings signs or tubing 13c) Disfiguration or damage other than fracture extending through the entire thickness of the glass 13d) Breakage of glass in any Building or any portion thereof which is empty or not in use
14) <b>Theft</b> including Damage to the fabric of the Building arising from Theft or attempted Theft provided that the Insured is responsible for the repairs	14a) Damage to any Building or any portion thereof which is empty or not in use 14b) Damage unless involving entry to or exit from the Premises by forcible and violent means 14c) Deficits discovered or the disappearance of any property unless the Insurer is given reasonable and proper evidence that a loss by Theft has occurred

# Section 1 continued

What is Covered (Contingencies)	What is not Covered (Exclusions)
<p>15) <b>Accidental Damage to Underground Pipes Services and Cables</b> provided the Insured is responsible for the repairs</p>	<p>15a) Damage or the cost of removing debris arising from pollution or contamination</p> <p>15b) Damage in respect of any Building or any portion thereof which is empty or not in use</p>
<p>16) <b>Any Other Cause</b> which is not excluded</p>	<p>16a) wear and tear frost dampness dryness or any other gradually operating cause</p> <p>16b) vermin insects or fungal attack</p> <p>16c) any process of cleaning restoring altering or repairing</p> <p>16d) creeping normal settlement shrinkage cracking or expansion in Buildings or foundations</p> <p>16e) the cost of maintenance or routine decoration</p> <p>16f) faulty or defective design materials or workmanship inherent vice or latent defect</p> <p>16g) breakage of glass or articles of a fragile or brittle nature</p> <p>16h) mechanical or electrical breakdown or derangement</p> <p>16i) Property or structures in course of construction or erection and materials or supplies in connection with all such property unless specifically insured by this Policy</p> <p>16j) Damage in respect of any Building or any portion thereof which is empty or not in use</p>
<p>The following <b>COVERS</b> are automatically included in respect of Damage covered by this Section</p> <p><b>Debris Removal and Professional Fees</b></p> <p>Cost and expense necessarily and reasonably incurred in the Reinstatement of the Building following:</p> <ul style="list-style-type: none"> <li>(a) The removal of debris of the Building from the site and the area immediately adjacent to it</li> <li>(b) The dismantling and/or demolishing</li> <li>(c) The shoring up or propping of the damaged portion(s) of the building</li> </ul> <p><b>Architects' Surveyors' Legal and Consulting Engineers' Fees</b></p> <p><b>The compliance with Building or other Regulations</b> embodied in an Act of Parliament or as Bye Laws of any Local Authority in respect of</p> <ul style="list-style-type: none"> <li>(i) damaged Buildings</li> <li>(ii) undamaged portions thereof (limited to 15% of the Limit of Liability by each Item)</li> </ul>	<p>Costs incurred in preparing the claim</p> <p>Costs incurred where notice has been served upon the insured to comply with such Regulations or Bye Laws prior to the Damage occurring and provided that the Reinstatement is completed within 12 months of the Damage or such time as the Insurer may allow</p>

## Basis of Settlement

### (A) Buildings

If the property insured by an Item on Buildings suffers Damage the amount payable will be the cost of Reinstatement

### Reinstatement means

- (a) the rebuilding or replacement of the Building which provided the liability of the Insurer is not increased may be carried out
  - (i) in any manner suitable to the requirements of the Insured
  - (ii) upon another site
- (b) the repair restoration of the Building

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

### **(B) Inflation Provision**

The Insurer will provide free of charge an uplift (up to a maximum of 30%) to the Declared Value (as defined in (C) below) to cover the effects of inflation on building costs during the Period of Insurance where required to reinstate the damaged property

The uplift for inflation applies at the rate of 1/365th per day during the period of insurance

### **(C) Underinsurance - Buildings**

The Insured having stated in writing the Declared Value (shown in the schedule of the premises) for each of the Items the premium has been calculated accordingly

“Declared Value” means the Insured’s assessment of the cost of reinstatement of the Property Insured arrived at in accordance with A(a) above at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with (insofar as the insurance by the item provides due allowance for):-

- (a) debris removal costs
- (b) professional fees
- (c) additional cost of reinstatement to comply with Public Authority requirements

If at the time of Damage the Declared Value of the property covered by such item be less than the cost of Reinstatement (as defined in (C) above) at the inception of the Period of Insurance the liability of the Insurer for any loss shall be limited to the proportion of the loss that the Declared Value bears to such cost of Reinstatement

## **Special Provision**

At the inception of each Period of Insurance the Insured shall notify the Insurer of the Declared Value of each Item In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance

The liability of the Insurer for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed

### **The above basis of settlement will only apply if**

- (a) the Reinstatement commences and proceeds without unreasonable delay
- (b) the cost of Reinstatement shall have actually been incurred

Otherwise the Basis of Settlement may include deductions for depreciation and wear and tear The maximum amount payable will be limited to the Declared Value

## **Landlord’s Contents**

Damage to Landlord’s Contents will at the option of the Insurer be settled on the basis of the current cost of the article as new

or

by repair or restoration of the Damaged article

## **Underinsurance – Landlord’s Contents**

If at the time of Damage the value of the property insured by each Item on Landlord’s Contents is greater than the Limit of Liability for each Item on Landlord’s Contents the amount payable will be proportionately reduced

## **Additional Interest**

- (1) If other parties are or become interested in any of the Property Insured by this Policy during the Period of Insurance details of those parties and the nature and extent of their interest(s) are to be declared to the Insurer immediately
- (2) The Insurer will keep a list of such interests and will undertake to notify the interested parties in the event of cancellation of
  - (a) cover relating to any property subjected to an interest
  - (b) this Policyunless specifically requested such interests will not be endorsed on the Policy

The provisions of this clause do not apply to

- (1) any interest which falls within the terms of a special agreement between the Association of British Insurers and any Bank Building Society or other banking Organisation
- (2) any party supplying property to the Insured under a hiring leasing or similar agreement where the Insurer accepts that such interests need only be disclosed in the event of Damage to which the interest relates

## **Extensions**

### **1) Capital Additions/Temporary Removal**

The insurance by this Section extends to include insofar as the same are not otherwise insured

- (a) newly acquired or newly erected property
- (b) alterations additions and improvements to property
- (c) property whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit thereto and therefrom

anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man for an amount not exceeding £500,000 or 10% of the Limit of Liability whichever is the lesser at any one premises

Provided that in respect of (a) and (b) the Insured gives details to the Insurer every 3 months and arranges specific insurance from the effective date of the Insurer's liability and pays the additional premium whereupon the amount so declared shall be added by endorsement to the sum insured in respect of the relevant item

### **2) Workmen**

Workmen may be employed for the purpose of minor extensions alterations installations maintenance and the like without prejudice to this insurance

### **3) Non-invalidation**

The interest of the freeholder lessor or mortgagee in this insurance shall not be prejudiced by any act or neglect whereby the risk of destruction or damage is increased without the authority or knowledge of the freeholder lessor or mortgagee provided they shall immediately on becoming aware thereof give notice in writing to the Insurer and on demand pay such reasonable additional premium as the Insurer may require

### **4) Subrogation Waiver**

In the event of a claim arising under this Section the Insurer agrees to waive any rights remedies or relief to which it might become entitled by subrogation against

- (i) any Company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to the Insured as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the Damage
- (ii) any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the damage
- (iii) any tenant or lessee of any Building insured provided that the Damage has not been caused by the wilful malicious or grossly negligent act of such tenant or lessee

### **5) Replacement of Locks**

The cost incurred in the necessary replacement of any external locks of the Premises following theft of keys to such locks

- (a) from the Premises or the private residence of the Insured or any employee authorised to hold such keys
- (b) involving actual or threatened assault or violence to the Insured or any employee of the Insured or any member of the Insured's family or an employee's family

is covered provided that the liability of the Insurer shall not exceed £1,000 any one loss

### **6) Damage to Landscaped Gardens**

The Insurer will indemnify the Insured in respect of the cost and expenses incurred in repairing or reinstating any Damage to landscaped gardens caused by the Emergency Services following Damage to the Premises as a result of Damage insured by this Section subject to a maximum amount of £10,000 any one claim

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### **7) Trace and Access**

This Section is extended to include the costs and expenses incurred in locating the source of Damage to the Building caused by escape of water from any fixed water or oil piping including repairs to walls floors or ceilings for an amount not exceeding £5,000 any one claim

### **8) Clearance of Drains**

The insurance by each Item on the schedule relating to Buildings extends to cover expenses necessarily incurred in the clearing cleaning and/or repair of drains gutters sewers and other service parts for which the Insured is responsible following Damage to the Building by any event insured by this Section

### **9) Loss of Metered Water**

The insurance by this policy extends to include additional metered water charges incurred by the Insured as a result of Damage insured by this policy except

- (a) any loss resulting from the bursting overflowing or leaking of water tanks apparatus or pipes in property which is empty partially empty or not in use
- (b) any loss at any property occupied as a farm
- (c) the first £250 of each and every loss at each separate premises
- (d) accidental discharge of water from an Automatic Sprinkler System

The amount payable as indemnity shall be ascertained by comparing the charge made by the water suppliers on their account for the period during which the Damage occurred with the normal charge adjusted for any other relevant factors affecting the Insured's consumption of water during such a period subject to the insurers liability not exceeding £5,000

### **10) Automatic Reinstatement of Loss**

In the event of a claim for loss destruction or damage in respect of Property Insured and in the absence of written notice by the Insurer or the Insured to the contrary within 30 days of the loss the amount of the loss is to be reinstated automatically as from the date of the occurrence and the Insured undertakes to pay such necessary premium as may be required

### **11) Contracting Purchasers**

If at the time of the loss destruction or damage the Insured shall have contracted to sell their interest in any Property Insured and the purchase shall not have been completed but shall be thereafter completed the purchaser on the completion of the purchase (if and so far as the property is not otherwise insured against such Damage by or on his behalf) shall be entitled to benefits under this Section without prejudice to the rights and liabilities of the Insured or the Insurer until completion

### **12) Other Interests**

The names of any Parties not detailed in this Section who have an interest in any of the Property Insured shall be declared by the Insured to the Insurer at the time of any loss.

## Section 2 – Rent

### Definitions

#### Rent Receivable

The amount paid or payable to the Insured in respect of rent for accommodation and (where stated in the Schedule of Premises) services provided in the course of the Business at the Premises

#### Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period (as stated in the Schedule of Premises) thereafter during which the results of the Business shall be affected in consequence of the Damage

### Cover

What is Covered	What is not Covered
<p>The Insurer will indemnify the Insured in respect of</p> <ul style="list-style-type: none"><li>(a) Reduction in Rent Receivable</li><li>(b) Additional Expenditure</li></ul> <p>following Damage caused by an insured Contingency to property insured by Section 1</p> <p>provided that payment for such Damage shall have been made or liability admitted therefor</p> <p style="text-align: center;"><b>The Contingencies Exclusions and Special Provision contained in Section 1 apply equally to Section 2</b></p>	

### Basis of Settlement

#### THE AMOUNT PAYABLE SHALL BE

##### In respect of Rent Receivable –

the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the Damage fall short of the rent and service charges that would have been received by the Insured had the Damage not occurred subject to the maximum loss of rent shown on the Schedule

##### In respect of Additional Expenditure –

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which but for that expenditure would have taken place during the Indemnity Period but not exceeding the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period should the expenses or outgoings chargeable against such Rent Receivable cease or be reduced in consequence of the Damage

##### Alternative Trading

If during the Indemnity Period the Business shall be conducted elsewhere than at the Premises the money paid or payable to the Insured in respect of rent or service charges at such other premises shall be brought into account in arriving at the Rent Receivable during the Indemnity Period

##### Underinsurance – Rent Receivable

The Insured have stated in writing the Annual Rental Income for each Item which is their assessment of the annual Rent Receivable at the inception of the Period of Insurance including an estimate of any increase in Rent Receivable during the Period of Insurance as a result of imminent rent reviews

If at the time of the happening of the Damage the Annual Rental Income by such Item be less than the annual Rent Receivable at the inception of the Period of Insurance the liability of the Insurer shall be limited to the proportion of the loss that the Annual Rental Income bears to the annual Rent Receivable

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## **Extensions**

### **1) Prevention of Access**

Any loss as insured by this Section resulting from interruption of the Business in consequence of Damage to property in the vicinity of the Premises which shall prevent or hinder the use of the Premises or access thereto whether the Buildings or Landlord's Contents shall be Damaged or not shall be deemed to be loss resulting from Damage to Buildings or Landlord's Contents The liability of the Insurer under this memorandum in respect of any occurrence shall not exceed the total Limit of Liability of this Section

### **2) Payment on Account**

Payments on account may be made monthly to the Insured at the discretion of the Insurer

### **3) Managing Agents' Premises**

Any Damage as insured by this Section resulting from the interruption of or interference with the Business in consequence of loss destruction or damage to property of the Insured's Managing Agents at their premises in Great Britain Northern Ireland the Isle of Man or the Channel Islands shall be deemed to be Damage at the premises

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

In the event of a claim having occurred under this Section and in the absence of written notice by the Insurer or the Insured to the contrary the amount of insurance cancelled by such claim is to be automatically reinstated as and from the date of the Damage the Insured undertaking to pay the appropriate additional premium as may be required for such reinstatement from that date

# Section 3 – Property Owners’ Liability

## Definitions

### Business

The term “Business” shall include

- (a) the provision and management of catering social sports and welfare organisations for the benefit of Employees
- (b) first aid fire and ambulance services
- (c) private work carried out by any Employee for the Insured or any director partner or senior official of the Insured
- (d) the ownership of premises by the Insured including incidental repair and maintenance

### Genetically Modified Organisms

Genetically Modified Organisms (“GMOs”) shall mean and include organisms or micro-organisms or cells or the organisms or micro-organisms cells or cell organelles from which they have been derived which have been subject to a genetic engineering process which resulted in their genetic change They shall also mean and include every biological or molecular unit with self replication or biological or molecular unit with self replication potential from which they have been derived which has been subject to a genetic engineering process which resulted in its genetic change

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing

### Legal Costs

Legal costs and expenses recoverable by any claimant and all costs and expenses incurred with the written consent of the Insurer

The Insurer will also indemnify the Insured and at the request of the Insured any director or Employee of the Insured in respect of legal fees and expenses incurred with the written consent of the Insurer and any prosecution costs awarded against such person in respect of

1. the defence of any criminal proceedings brought against the Insured director or Employee for an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 (the Act) and other safety legislation arising from the Business relating to matters affecting the health and welfare of persons other than Employees of the Insured and matters affecting the safety health and welfare of Employees of the Insured
2. an appeal against a conviction arising from such proceedings
3. the defence of any criminal proceedings brought or an appeal against conviction arising from such proceedings in respect of a charge of manslaughter arising in connection with any matter which may be the subject of indemnity under this section

provided always that

- (a) the Insurer shall not be liable for the payment of fines or penalties
- (b) such director or Employee shall comply with the terms of this policy

### Solicitor’s Fees

Solicitor’s fees incurred with the written consent of the Insurer for representation of the Insured at

- (a) any coroner’s inquest or fatal inquiry arising from any death
- (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or loss of or damage to property

which may be the subject of a claim under this section

## What is Covered

The Insurer will indemnify the Insured against all sums which the Insured becomes legally liable to pay as damages in respect of

- bodily injury (including death or disease) to any person
- loss of or damage to property
- trespass nuisance or any interference with any right of way light air or water

happening

- (a) within Great Britain Northern Ireland the Channel Islands and the Isle of Man
- (b) elsewhere in the world in connection with visits by Employees normally resident in and travelling from the territories mentioned in (a)

during the Period of Insurance in connection with the Business

## What is not Covered

The Insurer will not indemnify the Insured against liability arising from

- (1) bodily injury sustained by an Employee and arising out of and in the course of his employment or engagement by the Insured
- (2) loss of or damage to property belonging to or in the custody or control of the Insured or any Employee other than personal effects (including vehicles) of directors visitors or Employees
- (3) (a) libel or slander  
(b) infringement of plans copyright patent trade name trade mark or registered design
- (4) bodily injury loss or damage trespass nuisance or interference with any right of way light air or water deliberately caused by or on the instructions of the Insured or an Employee whilst engaged in supervisory duties unless caused by the wilful misconduct of such Employee
- (5) the non-performance non-completion or delay in completion of any contract or agreement or the payment of penalty sums fines or liquidated damages
- (6) the ownership possession or use of any aircraft hovercraft drilling platform or rig or mechanically propelled watercraft other than waterborne craft not exceeding 6 metres in length

## What is Covered

Provided that the action for damages is brought in the Courts of Law of Great Britain Northern Ireland the Channel Islands and the Isle of Man

The Insurer will also pay Legal Costs and Solicitor's Fees

Provided that the liability of the Insurer for all damages payable arising out of one occurrence or series of occurrences consequent on one original cause shall not exceed the Limit of Indemnity shown on the schedule

## What is not Covered

- (7) the ownership possession or use of any mechanically propelled vehicle whilst in use in circumstances in which a Certificate of Motor Insurance or surety is required under any Road Traffic Act or similar legislation

This Exception shall not apply in respect of

- (a) liability arising out of the operation of such vehicle as a tool except in respect of liability compulsorily insurable under any Road Traffic Act or similar legislation
- (b) the loading or unloading of any mechanically propelled vehicle machine or trailer unless indemnity is granted by any other insurance
- (8) (a) any advice design or specification given by or on behalf of the Insured for a fee
- (b) professional services rendered by or on behalf of the Insured
- (9) Pollution or Contamination unless due to a sudden identifiable unintended and unexpected event 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 event shall be deemed to have occurred at the time such event takes place

The liability of the Insurer for damages payable in respect of all claims arising out of Pollution or Contamination which is deemed to have occurred in any one Period of Insurance shall not exceed the Limit of Indemnity specified in the Schedule in the Period of Insurance

For the purposes of this endorsement "Pollution or Contamination" shall be deemed to mean

- (i) all pollution or contamination of buildings or other structures or of water land or the atmosphere and
- (ii) all loss or damage or injury directly or indirectly caused by such pollution or contamination
- (10) occupation of the premises by the Insured
- (11) The demolition of or structural alteration or addition to any building or other structure or any operation incidental thereto
- (12) or directly or indirectly caused by any act of Terrorism
- (13) or in connection with or directly or indirectly caused by asbestos or any materials containing asbestos in whatever form or quantity
- (14) or directly or indirectly caused by non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference
- (15) or directly or indirectly caused by Genetically Modified Organisms ("GMOs")
- (16) or directly or indirectly caused by transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant Creutzfeld-Jakob disease (vCJD)

## Extensions

### 1) Defective Premises Act 1972

The indemnity provided by this Section shall include an indemnity against liability arising from defective work carried out by or on behalf of the Insured to any premises within the territories mentioned in Great Britain Northern Ireland the Channel Islands and the Isle of Man disposed of by the Insured prior to the occurrence of the bodily injury or damage to property giving rise to liability

### 2) Wrongful Arrest

The Insurer will indemnify the Insured against all sums which the Insured becomes legally liable to pay as damages costs or expenses as the result of charges of wrongful arrest, false imprisonment, assault, slander or other actionable wrong being made against the Insured arising out of any allegation of shoplifting or other improper conduct by any customer or customers or any other person or persons other than Employees of the Insured at the Insured's premises during the Period of Insurance

Provided always that the Insurer shall not indemnify the Insured against costs and expenses incurred by the Insured or their solicitors in defending any charge arising out of any incident which might or does give rise to a claim

### 3) Overseas Personal Liability

The Insurer will indemnify the Insured and if so requested by the Insured

- (a) any director partner or Employee of the Insured
- (b) any spouse or child of such director partner or Employee of the Insured accompanying such persons against all sums the Insured becomes legally liable to pay as damages incurred in a personal capacity whilst outside their usual country of residence in connection with the business

The Insurer will not provide an indemnity in respect of liability

- (1) Where indemnity is provided by any other insurance
- (2) arising from ownership possession or use of wild animals firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft
- (3) arising out of the ownership or occupation of land or buildings
- (4) arising from the carrying on of any trade or profession

### 4) Data Protection Act

The Insurer will indemnify the Insured (and at the request of the Insured any director partner or Employee of the Insured) against all sums which the Insured becomes legally liable to pay in respect of

- (1) Compensation for damage or distress under the Data Protection Act 1998 including defence costs and expenses
- (2) Defence costs relating to a prosecution brought under that Act in relation to a claim made by any person.

Provided that

- (a) a claim is first made against the Insured during the Period of Insurance
- (b) the Insured have registered in accordance with terms of the Act
- (c) this extension shall not apply in respect of
  - (i) the payment of fines or penalties
  - (ii) the cost of replacing re-instating rectifying or erasing any personal data
  - (iii) liability caused by or arising from a deliberate or intentional act by or omission the Insured or any other party entitled to an indemnity by this insurance the effect of which will knowingly result in liability under the Data Protection Act 1998
  - (iv) claims which arrive out of circumstances notified to previous insurers or are known to the Insured at inception of this insurance
  - (v) liability for which indemnity is provided under any other insurance
- (d) the Insurer shall not be liable for 10% of each every claim subject to minimum contribution of £250 each and every claim
- (e) the Insurer's liability in respect of any one claim and in the aggregate during any one Period of Insurance shall not exceed the Limit of Indemnity

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### **5) Contingent Liability for Employees Vehicles**

Exception 7 shall not apply in respect of the use of Employees' own vehicles on the Insured's Business and which without knowledge of the Insured do not have private motor insurance in force including cover for incidental business use

The Insured must take all reasonable steps to check that motor insurance cover is in force for any Employee using his/her vehicle on the Insured's Business

### **6) Indemnity to Other Persons**

The Insurer will also indemnify

- (a) any party for whom the Insured is carrying out a contract away from the Insured's own premises but only to the extent required by such contract and in respect of Employers' Liability Insurance only insofar as concerns bodily injury sustained by an Employee of the Insured
- (b) at the request of the Insured
  - (i) any director partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to claim under this insurance if the claim had been made against the Insured
  - (ii) any officer or member of the Insured's catering social sports or welfare organisations first aid fire or ambulance services in his respective capacity as such
- (c) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured

### **7) Compensation for Court Attendance Costs**

In the event of any director partner or Employee of the Insured attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

- (a) any director or partner    £500 per day
- (b) any Employee                £250 per day

# Section 4 – Employers’ Liability

## Definitions

### Business

The term “Business” shall include

- (a) the provision and management of catering social sports and welfare organisations for the benefit of Employees
- (b) first aid fire and ambulance services
- (c) private work carried out by any Employee for the Insured or any director partner or senior official of the Insured
- (d) the ownership of premises by the Insured including incidental repair and maintenance

### Legal Costs

Legal costs and expenses recoverable by any claimant and all costs and expenses incurred with the written consent of the Insurer

The Insurer will also indemnify the Insured and at the request of the Insured any director or Employee of the Insured in respect of legal fees and expenses incurred with the written consent of the Insurer and any prosecution costs awarded against such person in respect of

1. the defence of any criminal proceedings brought against the Insured director or Employee for an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 (the Act) and other safety legislation arising from the Business relating to matters affecting the health and welfare of persons other than Employees of the Insured and matters affecting the safety health and welfare of Employees of the Insured
2. an appeal against a conviction arising from such proceedings
3. the defence of any criminal proceedings brought or an appeal against conviction arising from such proceedings in respect of a charge of manslaughter arising in connection with any matter which may be the subject of indemnity under this section

provided always that

- (a) the Insurer shall not be liable for the payment of fines or penalties
- (b) such director or Employee shall comply with the terms of this policy

### Solicitor’s Fees

Solicitor’s fees incurred with the written consent of the Insurer for representation of the Insured at

- (a) any coroner’s inquest or fatal inquiry arising from any death
- (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or loss of or damage to property

which may be the subject of a claim under this section

## What is Covered

The Insurer will indemnify the Insured against all sums which the Insured becomes legally liable to pay as damages in respect of bodily injury (including death or disease) sustained by an Employee arising out of and in the course of his/her employment or engagement by the Insured in the Business and caused

- (a) within Great Britain Northern Ireland the Channel Islands and the Isle of Man
- (b) elsewhere in the world in respect of Employees normally resident in and travelling from the territories mentioned in (a) but this Section shall not apply to liability incurred under any Workers Compensation or similar legislation

during the Period of Insurance

Provided that the action for damages is brought in the Courts of Law of Great Britain Northern Ireland the Channel Islands and the Isle of Man

The Insurer will also pay Legal Costs and Solicitor’s Fees

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees in Great Britain (and Northern Ireland the Channel Islands and the Isle of Man insofar as this clause applies to those territories) but the Insured shall repay to the Insurer all sums paid by the Insurer which Insurer would not have been liable to pay but for the provision of such law

Provided that the liability of the Insurer for all damages costs fees and expenses payable under this Policy in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence shall not exceed the Limit of Indemnity shown on the schedule other than as set out below

The Limit of Indemnity in respect of any one claim or series of claims arising out of one occurrence arising from or directly or indirectly caused by any act of Terrorism shall not exceed £5,000,000

If the Insurer alleges that by reason of this limitation any liability for damages costs or expenses is covered only up to the specified Limit of Indemnity the burden of proving the contrary will be on the Insured

## What is not Covered

### Offshore Installations

The Insurer will not indemnify the Insured against liability arising directly or indirectly in connection with work on offshore platforms rigs or other such installations including travel to or from the mainland or between installations

### Passenger Liability

The Insurer will not indemnify the Insured against liability for bodily injury sustained by any Employee when the Employee is

- (a) carried in or upon a vehicle
- (b) entering or getting onto or alighting from a vehicle

Where such bodily injury is caused by or arises out of the use by the Insured of a vehicle on the road

For the purposes of this Exception the terms “road” and “vehicle” have the same meaning as in the Road Traffic Act 1988 or similar legislation

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## Extensions

### 1) Unsatisfied Court Judgements

In the event of a judgement for damages being obtained

by any Employee or the personal representative of any Employee in respect of bodily injury (including death or disease) sustained by any Employee arising out of and in the course of employment or engagement by the Insured in the Business and caused during the Period of Insurance against any company or individual operating within premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in those territories and remaining unsatisfied in whole or in part six months after the date of such judgement the Insurer will at the request of the Insured pay to the Employee the amount of any such damages and any awarded costs to the extent they remain unsatisfied

#### Provided always that

- (i) there is no appeal outstanding
- (ii) if any payment is made under the terms of this Extension the Employee or the personal representative of the Employee shall assign any such damages and any awarded costs to the Insurer

### 2) Indemnity to Other Persons

The Insurer will also indemnify

- (a) any party for whom the Insured is carrying out a contract away from the Insured's own premises but only to the extent required by such contract and in respect of Employers' Liability Insurance only insofar as concerns bodily injury sustained by an Employee of the Insured
- (b) at the request of the Insured
  - (i) any director partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to claim under this insurance if the claim had been made against the Insured
  - (ii) any officer or member of the Insured's catering social sports or welfare organisations first aid fire or ambulance services in his respective capacity as such
- (c) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured

### 3) Compensation for Court Attendance Costs

In the event of any director partner or Employee of the Insured attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

- (a) any director or partner     £500 per day
- (b) any Employee                 £250 per day

# Section 5 – Legal Expenses

Your Schedule will show if this section has been chosen

## Definitions

### We/Us/Our

ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer of this section, Brit Insurance Limited.

### Insured

The person, company or companies named in the Schedule.

### Insured Director

A director or officer of the Insured declared to Us.

### Employee

Directors, partners, managers, officers and employees of the Insured.

### Appointed Advisor

The solicitor, accountant, or other advisor appointed by Us to act on behalf of the Insured under the terms of this section.

### Conditional Fee Agreement

The separate agreement between the Insured and the Appointed Advisor for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999), the format and contents of which have been agreed to by Us before it is entered into.

### Collective Conditional Fee Agreement

The separate agreement between the Appointed Advisor and Us for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999) which does not refer to specific proceedings but which provides for the Appointed Advisor's fees and expenses to be payable on a common basis.

### Insurer

Brit Insurance Limited.

### Legal Costs & Expenses

- 1) In respect of all Insured Events other than as provided for in 2) & 3) below
  - a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us
  - b) Reasonable accountancy fees, disbursements and other costs reasonably incurred by the Appointed Advisor and agreed in advance by Us
  - c) Other side's costs incurred in civil claims where the Insured has been ordered to pay them or pays them with Our agreement
- 2) In respect of Contract & Debt Recovery where the claim is brought within England & Wales and falls outside the jurisdiction of the Small Claims Court reasonable legal costs reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us
- 3) Loss of earnings incurred under Compliance & Regulation.

### Limit of Indemnity

The maximum Legal Costs & Expenses and Compensation Awards payable by the Insurer in respect of all claims related by time or original cause as stated in the schedule. In respect of Compensation Awards the maximum amount payable by the Insurer in respect of all claims aggregated in any one Period of Insurance is £1,000,000.

### Reasonable Prospects of Success

In civil proceedings and criminal prosecution claims (except where the Insured pleads guilty), where the Insured has a greater than 50% chance of successfully pursuing or defending their claim. If the Insured is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

In criminal prosecution claims where the Insured pleads guilty, there is a greater than 50% chance of successfully mitigating the Insured's sentence or fine.

In tax claims, any dispute or appeal where the Insured has a greater than 50% chance of being successful.

In all claims involving an appeal, where the Insured has a greater than 50% chance of being successful.

### Time of Occurrence

- 1) for civil cases (other than Tax Protection) when the cause of action first accrued
- 2) for Criminal cases when the Insured commenced or is alleged to have commenced to violate the criminal law in question
- 3) for licence and registration appeals when the Insured first becomes aware of the proposal by the relevant licensing or regulatory authority to suspend, revoke, alter the terms of, refuse to renew or cancel the Insured's licence or British Standard Certificate or Registration
- 4) for aspect or full enquiries under Tax Protection when HM Revenue & Customs first notifies the Insured of their intention to make enquiries.  
For Employers Compliance and VAT Disputes when the relevant authority sends an assessment or written decision to the Insured.

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### **Small Claims Court**

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999.

### **Territorial Limit**

United Kingdom, Channel Islands and the Isle of Man.

## **Cover**

### **What is Insured**

For all Insured Events the Insurer will pay the Legal Costs & Expenses (and Compensation Awards) up to the Limit of Indemnity, including the cost of appeals provided that:

- 1) the Insured Event arises in connection with the business
- 2) the Time of Occurrence occurs within the Period of Insurance and within the Territorial Limit
- 3) the claim
  - always has Reasonable Prospects of Success
  - is reported to Us immediately after the Insured &/or an Employee first becomes aware of circumstances which could give rise to a claim under this section
- 4) the Insured &/or an Employee always agrees to use the Appointed Advisor nominated by Us in any claim
  - falling under the jurisdiction of an Employment Tribunal or the Small Claims Court, and/or
  - prior to the issue of legal proceedings,
- 5) any proceedings or hearing are dealt with by a Court, tribunal or other body that We agree to, in the Territorial Limit
- 6) in respect of a claim under Contract & Debt Recovery the Insured enters into a Conditional Fee Agreement with the Appointed Advisor or the Appointed Advisor enters into a Collective Conditional Fee Agreement with Us if the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court.

## **Insured Events Covered**

### **Employment**

Defending the Insured in an employment dispute with an Employee, ex-Employee, prospective employee or trade union acting on their behalf, arising from a breach or an alleged breach of their

- a) contract of service with the Insured and/or
- b) statutory rights under employment legislation

An employment dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as set out under the Employment Act 2002 (Dispute Resolution) Regulations 2004 have been or ought to have been concluded

### **What is not Covered**

Any claim

- 1) for redundancy or alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this policy, except where the Insured has had equivalent cover in force up until the start of this policy
- 2) arising from or relating to any transfer of business which falls under the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006
- 3) for Legal Costs & Expenses relating to an internal disciplinary hearing or grievance

## **Employment Compensation Awards**

Following a claim We have accepted under Employment any

- a) basic and compensatory award made against the Insured by a tribunal
- b) amount agreed by us in settlement of a dispute

Provided that

- (i) Reasonable Prospects of Success exist for a wholly successful defence throughout
- (ii) in respect of any compensation payable for redundancy, alleged redundancy or unfair selection for redundancy the Insured has sought and followed advice from Us or Our agent throughout including prior to serving any notice of a redundancy
- (iii) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument other than by consent or default, or is payable under a settlement approved in writing by Us

### **What is not Covered**

Any Compensation Awards relating to

- 1) trade union activities, membership or non membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Works Council
- 2) money due to an Employee under a contract of employment or a statutory provision relating thereto
- 3) the Insured's failure to comply with a reinstatement or re-engagement order

## Section 5 continued

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- 4) a breach of an Employee's statutory rights under the National Minimum Wage Act 1998
- 5) civil claims or statutory rights relating to trustees of occupational pension schemes

### Tax Protection

- a) a formal aspect or full enquiry into the Insured's business tax affairs
- b) any appeal proceeding following an assessment by HM Revenue & Customs relating to Value Added Tax
- c) a dispute about the Insured's compliance with regulations relating to:
  - Pay As You Earn, or
  - Social Security, or
  - National Insurance Contributionsfollowing a review by HM Revenue and Customs
- d) a formal aspect or full enquiry into the personal tax affairs of the Insured's directors and/or partners

Provided that

1. all returns are completed and have been submitted within the statutory timescales permitted
2. in respect of aspect enquiries the Insured is responsible for the first £250 of each and every claim

### What is not Covered

Any claim arising from or relating to

1. an investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue and Customs
2. an investigation under the Civil Investigation of Fraud procedure
3. a tax avoidance scheme
4. the submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements or where the Insured falls below the standard of a reasonably prudent businessman in keeping books and records.
5. the Insured's failure to register for VAT

### Property

A dispute relating to material property which is owned by the Insured and is their responsibility

- a) following an event which causes or could cause physical damage to the Insured's material property
- b) following a public or private nuisance or trespass
- c) and which the Insured wishes to recover or repossess from an Employee or ex-Employee

### What is not Covered

Any claim arising from or relating to

1. a contract between the Insured and the third party except for claim under c)
2. defending any claim brought against the Insured unless defending a counter-claim
3. any claim relating to a motor vehicle whilst at the Insured's premises
4. goods in transit or goods lent or hired out
5. the compulsory purchase of, or restrictions or controls placed on the Insured's material property by any government, local or public authority

### Tenancy Protection

A dispute with the Insured's tenant relating to premises rented or leased by them to another party except relating to rent or service charges or the renewal of the lease or tenancy agreement.

### Compliance and Regulation

- a) defending the Insured and/or an Employee when dealing with the police or Health & Safety Executive prior to them being charged
- b) defending the Insured and/or an Employee following an event leading to them being prosecuted in court of criminal jurisdiction except parking offences
- c) appealing against the terms of a Statutory Notice served against the Insured
- d) representing the Insured and/or an Employee at a formal investigation or disciplinary hearing by any trade association, professional or regulatory body
- e) defending the Insured in a civil action alleging wrongful arrest arising from an allegation of theft
- f) defending the Insured and/or an Employee in a civil action for compensation under section 13 of the Data Protection Act 1998 including compensation awarded against them provided that the Insured are registered with the Information Commissioner

- 
- g) An Employee's loss of earnings incurred when the Employee is absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the Appointed Advisor or whilst on Jury Service. The amount the Insurer will pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum limit of £1000.

## Directors Protection

- a) Defending an Insured Director following an alleged wrongful act committed in his or her capacity as Director of the Insured. Subject otherwise to the terms of this section cover also extends to the estate, heirs, legal representatives or assignees of a deceased Insured Director and the legal representatives or assignees or receiver of an Insured Director in the event of bankruptcy or him/her becoming of unsound mind.
- b) Settlement of loss sustained by a third party, other than losses sustained by the Insured or Employee(s) of the Insured, arising during the Period of Insurance within the Territorial Limit by reason of any wrongful act committed during the Period of Insurance by a Director of the Insured and for which the director is made liable following proceedings within the Territorial Limit.

Provided that the most the Insurer will pay is £25,000 per claim.

### What is not covered

1. any claim arising from proceedings alleging seepage, pollution, or contamination or the breach of any statute, regulation or ordinance prohibiting or controlling omissions or effluent of any kind or arising from any enforcement action or proceedings brought under or pursuant to any statutes, regulations or ordinances.
2. any claim arising from proceedings brought about or contributed to by any dishonesty, fraud or reckless act of the Insured Director, provided however that this exclusion shall not operate to the prejudice of any Insured Director who is not guilty of nor party to any such dishonesty, fraudulent or deliberate or reckless act
3. any claim arising from proceedings based upon or attributed to the Insured Director
4. gaining any profit or advantage or receiving any profit or advantage or receiving remuneration to which the Insured Director was not legally entitled.
5. any claim arising from proceedings by the Insured, the Insured's parent or subsidiary or the Insured's directors or employees

### Conditions applicable to Directors Protection

Notwithstanding the General Exclusions, where proceedings are brought against several directors one or some of whom is, or are, not entitled to indemnity because of the application of exclusions, those directors who are not entitled shall continue to be indemnified in the terms of the certificate.

The director shall only be covered under this section when the Insured is required or permitted to indemnify the director pursuant to the law, or in the Insured's Memorandum and Articles of Association.

## Statutory Licence Protection

Representing the Insured following a notice by the relevant authority to alter, suspend, revoke or refuse to renew their statutory licence

## Employees' Extra Protection

At the Insured's request

- a) defending an Employee in civil proceedings under legislation for unlawful discrimination on the grounds of sex, race, disability, sexual orientation, age, religious belief or political opinion
- b) defending an Employee as a trustee of a pension fund set up for the benefit of the Insured's Employees
- c) pursuing a claim following an event causing an Employee bodily injury

provided that the Employee is under a contract of service with the Insured

## Contract and Debt Recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by the Insured or on their behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services

Provided that

- a) the amount in dispute exceeds £200, or if the amount in dispute is payable in instalments then the instalment due and payable at the time of making the claim must exceed £200
- b) if the amount in dispute exceeds £5,000 the Insured is responsible for the first £500 in each and every claim
- c) in respect of a claim for an undisputed debt the Insured
  - (i) notifies Us within 90 days of the money becoming due and payable
  - (ii) has exhausted its normal credit control procedures

# Section 5 continued

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## **What is not Covered**

Any claim relating to

1. computer software or systems which have been tailored to the Insured's requirements
2. the sale or provision of computer hardware, software, systems or services by the Insured
3. the letting, leasing or licencing of land or buildings where the Insured acts as the landlord
4. the sale or purchase of any land or buildings
5. loans, mortgages, endowments, pensions or any other financial product
6. the settlement payable under an insurance policy
7. any claim that would be covered under Employment

## **Exclusions applicable to all covers under this Section**

The Insured and/or an Employee are not insured for any claim arising from or relating to:-

1. Legal Costs & Expenses or Compensation Awards incurred before We accept a claim
2. any actual or alleged act, omission or dispute occurring prior to, or existing at the inception of this section and which the Insured and/or an Employee knew or ought reasonably to have known could give rise to a claim under this section
3. an allegation against the Insured and/or an Employee involving:
  - assault, violence or dishonesty;
  - malicious falsehood;
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
  - illegal immigration;
  - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).
4. the defence of legal proceedings relating to
  - damages for personal injury (other than injury to feelings), or loss or damage to property owned by the Insured
  - a breach or alleged breach of professional duty
  - any tortious liability except where covered under Property
5. fines, penalties, punitive damages or compensation except as covered under Employment Compensation Awards or the Data Protection Act
6. costs awarded against the Insured and/or an Employee by a court of criminal jurisdiction following a conviction
7. patents, copyright, trade marks, passing-off, trade or service marks, registered designs, secrecy and confidential information
8. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners
9. franchise rights, or agency rights where the Insured has the legal capacity to alter the legal relations of another
10. a judicial review
11. a dispute with us or the Insurer not dealt with under Condition 6
12. defamation

## **Conditions applicable to all covers under this Section**

Failure to keep to any of these conditions may lead the Insurer to cancel this section policy, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Legal Costs & Expenses from the Insured should this occur

### **1. The Insured's responsibilities**

An Insured and/or an Employee must

- a) observe and keep to the terms of this section
- b) not do anything that hinders Us or the Appointed Advisor
- c) tell Us immediately after first becoming aware of any cause, event or circumstances which could give rise to a claim under this section
- d) tell Us immediately of anything that may materially alter our assessment of the claim
- e) cooperate fully with the Appointed Advisor and Us, give the Appointed Advisor any instructions We require, and keep them updated with progress of the claim
- f) provide Us with everything We need to help Us handle the claim
- g) take reasonable steps to recover Legal Costs & Expenses that the Insurer pays and pay to the Insurer all costs that are recovered should these be paid to them
- h) tell the Appointed Advisor to have the Legal Costs & Expenses assessed or audited if We require

- 
- i) minimise any Legal Costs & Expenses and try to prevent anything happening that may cause a claim
  - j) allow the Insurer at any time to take over and conduct in the Insured's name any claim, proceeding or investigation

## **2. The Appointed Advisor**

- a) In certain circumstances as set out in 2 c) below the Insured or an Employee may choose an Appointed Advisor. In all other cases no such right exists and We shall choose the Appointed Advisor.
- b) Where the Insured or an Employee wish to exercise their right to choose, they should write to Us with their nominated representative's name and address. Their chosen Appointed Advisor must agree to act under Our standard terms of business and cooperate with Us at all times.
- c) We may refuse to accept the Insured's or an Employee's nomination in exceptional circumstances. If We disagree over the appointment of an Appointed Advisor then We will agree for another suitably qualified person to decide the matter
- d) If We agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, the Insured or an Employee may choose a suitably qualified Appointed Advisor. The right of the Insured or an Employee to choose never applies to Employment Tribunal, Tax or Small Claims Court claims unless there is a conflict of interest
- e) If the Appointed Advisor refuses with good reason to continue acting for the Insured or an Employee, the Insured or an Employee dismisses the Appointed Advisor without good reason, or the Insured or an Employee withdraws from the claim without our agreement, cover will end immediately unless We agree to appoint another Appointed Advisor
- f) The Appointed Advisor must enter into a Conditional Fee Agreement with the Insured or an Employee or a Collective Conditional Fee Agreement with Us if a claim under Contract & Debt Recovery will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court

## **3. Our consent**

We must give Our written consent to the Insured and/or an Employee to incur any Legal Costs & Expenses or Compensation Awards. The Insurer does not accept any liability for Legal Costs & Expenses or Compensation Awards incurred without Our written consent.

## **4. Settlement**

- a) The Insurer has the right to settle the claim by paying the value of the claim
- b) The Insured and/or an Employee must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses incurred without Our written agreement
- c) If the Insured and/or an Employee refuses to settle the claim following
  - (i) a reasonable offer, or
  - (ii) advice to do so from the Appointed Advisor

the Insurer may refuse to pay further Legal Costs & Expenses

## **5. Counsel's Opinion**

We may require the Insured and/or an Employee to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the Insured then the Insurer will pay for the opinion.

## **6. Acts of Parliament and Jurisdiction**

All Acts of Parliament referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This policy will be governed by English Law

## **7. Data Protection Act 1998**

It is agreed by the Insured and/or an Employee that any information provided to Us &/or the Insurer regarding the Insured will be processed by Us &/or the Insurer, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

## **8. Contracts (Rights of Third Parties) Act 1999**

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

# General Conditions

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## Arbitration

- 1 If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions

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

## Cancellation

- 2 (a) The Insurer may cancel this Policy by sending seven days' notice by registered letter to the Insured at the Insured's last known address in which event the Insured shall receive a pro-rata return of premium for the unexpired Period of Insurance  
(b) The Insurer may cancel this Policy forthwith in the event of non-payment of the premium or default by the Insured under any monthly instalment scheme. No refund will be made of any instalment paid  
(c) The Insurer may at its option deduct any outstanding premium remaining unpaid from any claim payment made under this Policy

## Changes in Facts

- 3 This insurance shall cease to be in force if there is any material alteration to the Premises or Business or any material change in the facts stated in the Proposal Form or other facts supplied to the Insurer unless the Insurer agrees in writing to continue the insurance

## Claims Conditions

### Insured's Duties

- 4 (a) Any Damage bodily injury claim or proceedings must be notified as soon as reasonably possible to the Insurer in writing and a detailed statement of claim submitted within
  - (i) 7 days of the happening of Damage by Riot or Civil Commotion strikers locked-out workers or persons taking part in labour disturbances or Malicious Persons
  - (ii) 2 months of the expiry of the Indemnity Period in respect of a claim under Section 2 Rent Receivable
  - (iii) 2 months of the happening of any other damage or bodily injury  
(b) If Theft or Damage by Malicious Persons is suspected notice must be given as soon as reasonably possible to the police and all practical steps taken to recover property lost  
(c) Immediate action must be taken to minimise loss and avoid interruption or interference with the Business and to prevent further Damage or bodily injury  
(d) All particulars information and assistance as may be reasonably required by the Insurer must be supplied by the Insured at the Insured's own expense  
(e) No admission of liability or negotiation or settlement of any claim shall be made without the Insurer's written consent

### Insurer's Rights

- 5 (a) The Insurer shall be entitled to conduct in the Insured's name the defence or settlement of any claim or to prosecute for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim  
(b) In connection with any one claim or number of claims under Section 3 occurring in any one Period of Insurance the Insurer may at any time pay to the Insured the amount of the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any lesser and thereafter the Insurer shall be under no further liability under this Policy in connection with such claim or claims except for Legal Costs incurred prior to the date of such payment  
(c) The Insured shall allow the Insurer to enter the Building where Damage has occurred and to take and keep possession of or to deal with the property in any reasonable manner

No property may be abandoned to the Insurer

- (d) If the Insurer elects to repair reinstate or replace any property it shall only do so in a reasonably sufficient manner as circumstances permit and shall not be bound to spend more than the relevant Limit of Liability amount for which such claim or claims can be settled

## Felt Roof Condition

- 6 It is a condition precedent to liability that if any Building has a felt roof where the mineral felt surface has not been replaced for seven years, then this roof must be inspected annually by a competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection should be kept and produced if requested by the Insurer

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## Fraud

- 7 If a claim is fraudulent or intentionally exaggerated in any respect or if fraudulent means are used by the Insured or by anyone acting on their behalf to obtain any benefit under this Policy or if any Damage is caused by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

## Observance

- 8 The observance and fulfilment of the terms exclusions and conditions of and endorsements applying to this Policy insofar as they relate to anything to be undertaken or complied with by the Insured shall be a condition precedent to the right of the Insured to claim under this policy

## Other Insurances

- 9 (a) If Damage under this Policy is covered by any other insurance the Insurer shall pay only its rateable proportion of the Damage
- (b) If any loss of or damage to property or liability insured under Sections 3 or 4 (if operative) is covered or would but for the existence of this Policy be covered by any other insurance the Insurer shall not provide indemnity except in respect of any excess beyond the amount which is or would but for the existence of this Policy be payable

## Policy voidable

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

## Professional Accountants

- 11 Any particulars or details contained in the Insured's books of accounts or other business books or documents which may be required by the Insurer under the conditions of this Policy for the purpose of investigating a claim under Section 2 may be produced by professional accountants if at any time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates

The Insurer will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Insurer under the terms of General Condition 4 of this Policy and reporting that such particulars or details are in accordance with the Insured's book of accounts or other business books or documents

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the Policy shall in no case exceed the liability of the Insurer

## Reasonable Precautions

- 12 The Insured shall take and cause to be taken all reasonable precautions

- (a) to prevent Damage
- (b) for the safety and security of the property insured
- (c) to prevent bodily injury and Damage to the property of others

The Insured shall also

- (d) comply with all statutory obligations and regulations imposed by any Authority
- (e) exercise reasonable care in the selection and supervision of Employees

## Subrogation

- 13 Any claimant under this Policy shall at the request and expense of the Insurer take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Insurer

## Tenancy Agreement

- 14 It is a requirement of this Policy that any tenancy agreement which relates to the Premises must be arranged between the Insured and the tenant and to be for a period of not less than 6 months

## Unoccupied Building

15 Notice is to be given to the Insurer when any Building becomes unoccupied or when an unoccupied Building or portion thereof is again occupied and a suitable extra premium paid if required

It is a condition precedent to Liability of the Insurer in respect of any unoccupied building or portion thereof for more than 30 consecutive days that

- (a) (i) all gas and water services be isolated from the mains supply
- (ii) all electricity services be isolated from the mains supply except in conjunction with security devices set out in (b) below
- (iii) all water and heating installations be drained except as otherwise agreed in writing
- (b) all security devices be kept in full and effective operation
- (c) all perimeter walls gates and fences be maintained in good order
- (d) all waste and combustible materials be removed from inside and outside the premises and tanks containing fuel or other flammable liquids be drained and purged
- (e) where the premises remain unoccupied for more than three months all ground floor windows and unnecessary doors be bricked up or boarded over and letter boxes be sealed
- (f) internal and external inspections of the premises be carried out twice weekly by the Insured or by a competent person employed by the Insured to ensure that the above requirements are complied with
- (g) written reports be kept following such inspections
- (h) any defect revealed by an inspection be promptly rectified

# General Exclusions

## What is not covered

These exclusions apply throughout the policy

1) We will not pay for

- (a) Damage directly or indirectly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

Exclusion 1 does not apply to Section 3 – Property Owners Liability and Section 4 – Employer’s Liability

2) We will not pay for

- (a) Damage directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (b) Damage occasioned by
  - (i) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation
  - (ii) confiscation requisition seizure or destruction by the government or any public authority

3) We will not pay for

- (a) Damage in Northern Ireland occasioned by or happening through riot and (except in respect of Damage by Fire or Explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons

4) We will not pay for

- (a) Damage or the cost of removing debris arising from pollution or contamination to property not insured

5) We will not pay for

- (a) Damage in England and Wales and Scotland occasioned by or happening through or in consequence directly or indirectly of Terrorism
- (b) Damage in Northern Ireland occasioned by or happening through or in consequence directly of
  - (i) Civil Commotion
  - (ii) Terrorism

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

In any action suit or other proceedings where the Insurer alleges that by reason of this exclusion any Damage is not covered by this Policy the burden of proving that such Damage is covered shall be upon the Insured

6) This policy does not provide cover in respect of any

- 1) loss or destruction of or damage to property or any loss or expense resulting or arising from such damage or any other consequential losses sustained by the Insured and/or
- 2) liability for damages attaching to the Insured or any associated costs relating thereto

directly or indirectly caused by or contributed to by or consisting of or arising from the failure at any time of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the Insured or not to

- (a) recognise correctly or treat any data as its true calendar date and/or
- (b) capture save retain process manipulate or interpret correctly any data information command or instructions as a result of
  - (i) its failing to treat any calendar date as its true date or
  - (ii) the operation of any programmed command which by reason of a failure to treat any date as its true calendar date causes the loss of data or an inability to capture save retain or process correctly such data at any time

but provision (1) shall not exclude subsequent loss or destruction of or damage to property or consequential loss not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons (other than thieves) earthquake storm flood subsidence escape of water from any tank apparatus or pipe (including sprinkler installations) or impact by any road vehicle or animal where such loss destruction damage or consequential loss is insured by the policy

Where cover is in force this exclusion shall not apply to the Employers’ Liability section of the policy