

CONCRETE COVER PROPERTY OWNERS POLICY

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THE CONTRACT OF INSURANCE

During the *Period of Insurance* and subject to the payment of the premium, *We* will provide insurance for *You* in accordance with the terms, conditions and exclusions of this policy. The premium has been based upon the information shown in the policy schedule and recorded in the statement of fact. The term *Period of Insurance* shall include any subsequent period for which *We* shall have accepted payment for the renewal of the policy.

The schedules and any endorsements are incorporated into and form part of this policy.

Please read this policy, the schedules and endorsements to ensure that they are in accordance with Your requirements. If You have any queries, please contact Morgan Richardson Ltd.

Statement of Fact

The statement of fact is based upon the information provided by *You* to *Us*. *You* are not required to sign the statement of fact, but it should be read carefully to verify that all information contained within it and the schedule is correct. If any information is incorrect *You* should notify *Us* immediately and obtain a revised statement of fact and/or schedule.

It is essential that all information provided by *You* is accurate and true to the best of *Your* knowledge and belief. If any information is inaccurate or untrue it will affect *Your* rights under this policy.

You have a duty to disclose all material information or sufficient information to put a prudent insurer on notice that further enquiries are needed. A material fact is one that will influence the judgement of a prudent insurer in determining whether to take the risk and if so on what terms. If *You* are in any doubt as to whether information is relevant *You* should contact *Us* immediately.

Fair Presentation of the Risk

- 1 At inception and renewal of this policy and also whenever changes are made to it at *Your* request *You* must:
 - i) disclose to *Us* all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- 2 If *You* do not comply with clause 1) of this condition and the non-disclosure or misrepresentation is deliberate or reckless *We* may:
 - i) avoid this policy which means that *We* will treat it as if it had never existed and refuse all claims and *We* will not return the premium paid by *You*; and
 - ii) recover from *You* any amount *We* have already paid for any claims including costs or expenses *We* have incurred.
- 3 If *You* do not comply with clause 1) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what *We* would have done if *We* had known about the facts which *You* failed to disclose or misrepresented:
 - i) if *We* would not have provided *You* with any cover *We* will have the option to:
 - a) avoid the policy which means that *We* will treat it as if it had never existed and repay the premium paid; and
 - b) recover from *You* any amount *We* have already paid for any claims including costs or expenses *We* have incurred.
 - ii) if *We* would have applied different terms to the cover *We* will have the option to treat this policy as if those different terms apply. *We* may recover any payments made by *Us* on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied.
 - iii) if *We* would have charged *You* a higher premium for providing the cover *We* may reduce proportionately the amount to be paid on a claim.

Fraudulent Claims

In the event of any claim made under this policy being found to be fraudulent *We*:

- will not be liable to pay the claim;
- can recover any amounts already paid for the claim; and
- can choose to terminate the policy from the date of the fraudulent act.

If *We* choose to terminate the policy:

- *We* can refuse liability for all matters occurring after the date of the fraudulent act; and
- *We* do not have to return any premiums.

CHOICE OF LAW

The appropriate law as set out below will apply unless you and the Insurer agree otherwise:

- 1 The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder lives; or
- 2 in the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
- 3 should neither of the above be applicable, the law of England and Wales will apply.

Jurisdiction

Any dispute concerning the interpretation of any part of this policy is subject to the appropriate law as set out in the Choice of law clause. Both *You* and *We* agree to submit to the exclusive jurisdiction of any court of competent jurisdiction within England and Wales.

SEVERAL LIABILITY NOTICE

Our obligations under contracts of insurance to which *We* subscribe are several and not joint and are limited solely to the extent of *Our* individual subscriptions. *We* are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or Part of its obligations.

DEFINITIONS

Within this policy there are certain words shown in *italics*, which have special meanings. These words are defined below.

Bodily Injury

- Physical injury, death, disease, illness; and
- Resultant mental injury, mental anguish and nervous shock.

Buildings

The structure at the address shown in the schedule which is built of brick, stone or concrete and roofed with slates, tiles, concrete, metal or sheets or slabs made entirely of incombustible mineral ingredients and including:

- landlord's fixtures and fittings;
- shop fronts, awnings and external signs, floodlights;
- outbuildings, boundary and garden walls; fences, gates and posts; and
- underground cables, pipes or tanks extending from the *Premises* to the public main, including telecommunications, for which *You* are responsible.

Business

Your business shown in the schedule.

Commercially Occupied

1. The *Buildings* are furnished with a quantity of *Trade Contents* adequate for normal trade or business activities.
2. The *Buildings* are occupied by a tenant or an employee of the tenant for at least 3 hours per day and 5 days per week.
3. Proviso 2. above will be waived by *Us* in respect of periods of up to 30 days per year when the *Premises* are closed for holidays.

Communicable Disease

any infectious or contagious substance:

- a) including but not limited to a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not; and
- b) regardless of the method of transmission; that can cause or threaten damage to human health or human welfare or causes or threatens *Damage*, deterioration, loss of value, marketability or loss of use to tangible or intangible property insured under the policy.

Damage

Physical loss of, destruction of or damage to *Property*.

Employee

Any of the following people whilst working for *You* in connection with the *Business*:

- any person under a contract of service or apprenticeship with *You*;
- any labour master or labour only sub-contractor or any person supplied by them;
- any self-employed person;
- any person hired to *You* under any contract or agreement;
- any person under job opportunity schemes, work experience programmes or other government sponsored schemes; and
- any voluntary helper.

Excess

The amount stated in any section of the policy being the amount which is not covered and for which *You* are considered to be *Your* own insurer.

Flood

1. the escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes), tidal wave or any other inundation from the sea whether or not driven by wind.
2. water backing up from a sewer or drain or other natural or artificial confine.
3. water run off the policyholder's land or adjoining land or property.

Period of Insurance

The period of insurance shown in the schedule and/or such other period(s) agreed in writing by *Us*.

Pollution

The discharge, dispersal, migration, seepage, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant (including but not limited to smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials) into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, or other property provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

Premises

Those parts of the *Buildings* which are occupied by *You* or occupied and tenanted on *Your* behalf:

- for the purpose of the *Business*; or
- as a private residence;

and including adjacent forecourts, yards and gardens.

Storm

means rainstorm, windstorm, hailstorm, hurricane, tempest, typhoon, tornado or cyclone, excluding:

- a) the escape of water from its normal, natural or artificial confines; and
- b) tidal wave or any other inundation from the sea whether or not driven by wind.

Territories

The United Kingdom, the Channel Isles and the Isle of Man.

We/Us/Our

The Insurer as shown in the schedule.

You/Your

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

STANDARD COVERS

SECTION A - BUILDINGS

WHAT IS INSURED

We will indemnify You against

- 1.0** *Damage to Buildings* including:
- Architects, Consulting Engineers' and Surveyors' Fees necessarily incurred in the reinstatement but not exceeding the scale of fees authorised by the relevant professional bodies and not including fees for preparing any claim; and
 - expenses incurred in removing debris, dismantling or demolishing and shoring-up or propping of the *Buildings* to make safe following *Damage*.

EXCLUSIONS AND LIMITATIONS

This section does not cover

- 1.1** *Damage to Buildings* caused by:
- faulty or defective design, materials or workmanship, inherent vice, latent defect, gradual deterioration, wear and tear or frost;
 - corrosion, rust, dampness, dryness, wet or dry rot, shrinkage, change in colour, texture or finish, vermin, insects, marring or scratching; or
 - the normal settlement or bedding down of new structures.
- 1.2** *Damage to Buildings* caused, when the *Premises* are not *Commercially Occupied*, by:
- *Storm or Flood*;
 - escape of water from any tank apparatus or pipe;
 - escape of oil from any fixed heating installation;
 - malicious persons; or
 - theft or any attempted theft.
- 1.3** *Damage to Buildings* attributable solely to change in water table level.
- 1.4** removal of debris from anywhere other than the *Premises* and the area immediately adjacent, or expenses arising from the *Pollution* or contamination of property not insured by this section of the policy.
- 1.5** *Damage* caused by subsidence, ground heave or landslip to yards, car parks, roads, pavements, walls, gates and fences unless also affecting *Buildings* insured hereby.
- 1.6** *Damage to Buildings* caused by subsidence, ground heave or landslip consisting of:
- the settlement or movement of made up ground; or
 - coastal or river erosion.
- 1.7** *Damage to Buildings* caused by subsidence, ground heave or landslip which originated prior to the inception of this cover.
- 1.8** *Damage to Buildings* caused by subsidence, ground heave or landslip as a result of:
- demolition, construction, structural alteration or repair of any property; or
 - groundworks or excavation at the *Premises* or any adjoining site.

You must notify Us immediately upon becoming aware of any such work being carried out on any adjoining site.

In addition to the insurance described above, section B is extended to include the Additional Covers set out below:

DESCRIPTION OF ADDITIONAL COVERS

EXCLUSIONS AND LIMITATIONS

- 2.0** **Local Authority Requirements**
The additional cost of reinstatement following *Damage* to the *Buildings* insured necessary to comply with statutory building regulations or Municipal or Local Authority bye-laws.
- 3.0** **Rent**
Loss of rent receivable including up to 3 years ground rent if the *Buildings* become unusable as a result of *Damage* to *Buildings* covered under paragraph 1.0 above.

- The cover provided by Additional Cover 2.0
- 2.1** excludes the additional cost of reinstatement of the *Buildings* necessitated by a notice which had been served upon You prior to the *Damage to Buildings*.
- The cover provided by Additional Cover 3.0
- 3.1** is limited to a maximum of 20% of the sum insured for *Buildings*, for any one event.

4.0 Rent – Prevention of Access

Loss of Rent receivable due to *Damage* to *Property* in the vicinity of the *Premises* which prevents or hinders the use of or access to the *Premises*.

The cover provided by Additional Cover 4.0
4.1 is limited to a maximum of 10% of the sum insured for *Buildings*.

5.0 Emergency Services

Damage to paths, gardens, driveways or car park surfaces caused by the attendance of the emergency services or by falling trees.

The cover provided by Additional Cover 5.0
5.1 is limited to a maximum of £1,000, for any one event.

6.0 Replacement of Locks

We will pay for the costs associated with the necessary replacement of locks at the *Premises* following loss of keys from the *Premises* or from the home of any director, partner or *Employee* authorised by *You* to hold such keys.

The cover provided by Additional Cover 6.0
6.1 is limited to a maximum of £2,500, for any one event.

6.2 excludes the cost of replacement of locks if the keys are left on the *Premises* outside *Business Hours*.

7.0 Loss of Metered Water

We will pay for the increase in metered water charges for which *You* are charged by the water authority following *Damage* to the *Buildings* and/or *Trade Contents*.

The cover provided by Additional Cover 7.0
7.1 is limited to a maximum of £2,500, for any one event.

8.0 Contracting Purchaser

If *You are* selling the *Buildings*, this insurance will be operative in favour of the buyer.

The cover provided by Additional Cover 8.0

8.1 is only operative:

- up to the date of completion of sale or the insurance expires, whichever occurs first; and
- provided no other insurance is in force and the buyer observes all the terms and conditions of the policy.

BUILDING CLAUSES

1. **Excess**
You shall be responsible for the first £250 of every claim.

If *Damage* gives rise to claims under two or more of paragraphs 1.0 to 8.0 above, the *Excess* will be applied once to the total claim and not to the individual claims under the paragraphs.
2. **Limit of Liability**
The maximum amount *We* will pay for claims under this section and arising from one event or series of events will be the sum insured as shown in the schedule, unless otherwise stated above.
3. **Automatic reinstatement**
The sum insured will be automatically reinstated following notification of a claim by *You*, subject to the following provisions:
 - *We* may decline to reinstate the sum insured following the giving of written notice to *You*;
 - the maximum amount of reinstatement in any one *Period of Insurance* shall be the sum insured in respect of the *Buildings*;
 - *You* shall pay to *Us* the appropriate pro rata additional premium; and
 - *You* shall comply with all requests by *Us* for enhanced protection of the *Buildings*.
4. **Index Linking**
The sum insured in respect of *Buildings* will be adjusted each quarter in line with the percentage change in the relevant National Office of Statistics indices. At each renewal of this policy the premium will be adjusted and *We* waive all right to an additional premium arising out of the adjustments prior to renewal. *We* may at *Our* discretion use an alternative index should it become necessary.
5. **Workmen**
Workmen are allowed in and about the *Premises* for the purpose of carrying out minor alterations, repairs, decorations, and general maintenance without prejudice to this insurance.
6. **Mortgages**
The interest of the mortgagee in this insurance shall not be prejudiced by any act or neglect by *You* or the occupier of any building hereby insured whereby the risk of *Damage* is increased without the authority or knowledge of the mortgagee provided the mortgagee shall immediately on becoming aware thereof give notice in writing to *Us* and pay an additional premium if required.
7. **Other Interests**
The interest of parties under a mortgage or similar agreement is noted in this insurance provided that the nature and extent of any such interest is disclosed to *Us* by *You* in the event of a claim under this policy.
8. **Non-Invalidation**
The insurance by this policy shall not be invalidated by any act or omission or by any alterations in respect of any portion of the property insured not occupied by *You* whether constituting an increase in risk or not unknown to or beyond *Your* control provided that immediately *You* become aware thereof, *You* shall give notice to *Us* and pay an additional premium if required.
9. **General Conditions and Exclusions**
Please refer to the General Conditions and Exclusions on pages 8-11 of the policy.
10. **Special Conditions**
The following Special Conditions which appear on page 12 are operative in respect of this policy.
 1. **Unoccupied Premises.**
 2. **Inspection of Plant and Equipment.**

SETTLEMENT OF CLAIMS

1. **Claims arising out of *Damage to the Buildings* shall be settled on the following basis:**

- Where the *Buildings*, or any part of the *Buildings*, are destroyed *We* will pay the cost of rebuilding in a condition equal to, but not better or more extensive than, the condition of the *Buildings* when new; or
- Where the *Buildings* are damaged *We* will pay the cost of restoration of the damaged portion to a condition substantially the same as, but not better or more extensive than, the condition of the *Buildings* when new.

Provided that:

- *You* take all reasonable steps to ensure that the work of reinstatement or repair is carried out without undue delay;
 - If the *Buildings* are in a poor state of repair or decoration *We* will reduce the amount of any settlement by an amount representing wear and tear; and
 - If at the time of the *Damage* the sum insured is less than 85% of the full reinstatement of the *Buildings* the amount payable by *Us* will be reduced in proportion to the amount of underinsurance.
2. *We* will indemnify *You* in respect of Value Added Tax (including “Self Supply” Value Added Tax) incurred by *You* solely in respect of *Damage to Buildings* and which is not subsequently recoverable, but excluding:
- Tax incurred in respect of expenditure not incurred by or with *Our* prior written approval; or
 - Tax liabilities in respect of the replacement *Building* being better or more extensive than the *Buildings* destroyed, and where rebuilding is carried out upon another site the amount of tax in excess of that which would have been payable if the *Buildings* had been reconstructed on their original site.

Property Owner’s Legal Liability to the Public

WHAT IS INSURED

- 9.0 *We* will indemnify *You* against all sums which *You* shall become legally liable to pay as owner in respect of:
- *Bodily Injury* to any person not being *Your* relative or an *Employee*; or
 - *Damage* to property not belonging to *You*, or in *Your* charge, or under *Your* control or the control of a relative or an *Employee*, which is caused by any defect in the *Premises* or arises from the maintenance, repair or decorations of the *Premises*.

Defective Premises

We will indemnify *You* in respect of legal liabilities incurred by virtue of Section 3 of the Defective Premises Act 1972, Section 5 of the Defective Premises (Northern Ireland) Order 1975 or any similar legislation Operative within the *Territories* in Connection with the *Buildings* of any *Business* disposed of by *You*.

EXCLUSIONS AND LIMITATIONS

This section does not cover

- 9.1 any liability assumed under a contract unless such liability would have attached in any event in the absence of such contract.
- 9.2 liability arising from the occupation of the *Premises*.
- 9.3 liability arising from the undertaking of demolition, alterations, or additions to the *Premises*.
- 9.4 The **Defective Premises** extension if *You* have any more specific insurance.

Limit of Liability

Our liability under Paragraph 9.0 for any one accident or series of accidents constituting one occurrence shall be limited to £5,000,000 with costs and expenses in addition.

GENERAL CONDITIONS AND EXCLUSIONS

APPLYING TO THE WHOLE POLICY

GENERAL CONDITIONS

- 1 The policy and schedule shall be read together as if they are one document.**
- 2 Reasonable Precautions**

You shall:

 - maintain all *Buildings*, plant and equipment in a satisfactory state of repair;
 - take all reasonable precautions for the safety of the insured property;
 - take all reasonable precautions to prevent *Bodily Injury or Damage*; and
 - comply with all statutory requirements and other safety regulations imposed by any authority.

A failure by *You* to take all reasonable precautions will mean *We* can refuse to pay all relevant claims.
- 3 Notification of Changes in Circumstances**

You shall notify *Us* of any changes in circumstances after the start of the *Period of Insurance* which may affect the risk of injury, loss or *Damage* and the continuation of this policy will be subject to *Our* written acceptance of any increased risk.
- 4 Cancellation by Us**

We may at any time terminate this policy, or any section within it, by giving 14 days notice by registered letter to *You* at *Your* last known address. In such an event *You* shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired *Period of Insurance*.
- 5 Cancellation by You**

This policy may be cancelled by *You* giving written notice to *Us*. In the event of cancellation by *You* the following provisions will apply:

 - *You* will be entitled to a return of premium proportional to the unexpired portion of the current *Period of Insurance*;
 - at the time of the cancellation, no refund or premium will be made until the policy has been surrendered by *You* to *Us*; and
 - no refund of premium shall be payable if on, or before, the date of cancellation, *You* shall have made a claim relating to an event occurring within the then current *Period of Insurance*.
- 6 Monthly Instalments**

If the premium for this policy is payable by monthly instalments and *You* do not pay each instalment on the due date all cover under this policy is cancelled automatically from the date such instalment was due or where statute requires the giving of notice the day following the expiry of such notice.
- 7 Arbitration**

If any difference should arise as to the amount to be paid under this policy, (liability being otherwise admitted), such difference shall be referred to an arbitrator, who will 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 *Us*. This condition does not apply in respect of sections A4 and A5.
- 8 Your Death**

In the event of *Your* death, the legal personal representatives will be insured for any liability previously incurred under this policy by *You*, provided that the terms of the policy are adhered to.
- 9 Contract Rights**

This is a legally binding contract between *You* and *Us*. Subject to paragraph 8 above, this contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. *We* may cancel or change any part of this contract without obtaining the permission of any other person.
- 10 Subrogation**

You shall at *Our* request and at *Our* expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by *Us* for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which *We* shall be or would become entitled or subrogated upon their making payment in respect of making good any *Damage* or liability under this policy whether such acts and things shall be or become necessary or required before or after *Your* indemnification by *Us*.
- 11 Alterations**

The policy will be avoided by *Us* if:

 - the *Business* is wound up or carried on by a liquidator or receiver or permanently discontinued;
 - *Your* interest ceases unless as a result of death; or
 - any alteration is made either in the *Business* or in the *Premises* or property therein, the occupation of any insured person, or any other circumstances whereby the risk is increased at any time after the commencement of the insurance unless its continuance is agreed by *Us*.
- 12 Sanctions**

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose *Us*, *Our* parent company or *Our* ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CLAIMS CONDITIONS

1 You shall

- 1.1 give immediate written notice to *Us* of any *Damage* to the insured property, business interruption or any accident or injury which may give rise to a claim.
- 1.2 give immediate notice to the Police of property lost, stolen or wilfully damaged and take all reasonable steps to discover the guilty person or persons and to trace and recover the property.
- 1.3 immediately upon receipt, send to *Us* any writ, summons or other process issued or commenced against *You*.
- 1.4 supply full details of the claim, in writing, including any supporting evidence and information as required by *Us*, within the following timescales:
 - 7 days of the event for *Damage* caused by riot or civil commotion, labour or political disturbances, vandals or malicious persons;
 - 30 days after the expiry of the *Indemnity Period* for business interruption claims; or
 - 30 days after the event in the case of any other claims, or such time as *We* may allow in writing.
- 1.5 take action to minimise the *Damage* and to avoid interruption or interference with the *Business* and to prevent further *Bodily Injury* or *Damage*.

2 *You* shall not negotiate, pay, settle, admit or repudiate any claim without *Our* written consent and *We* shall be entitled to take over and conduct in *Your* name the defence or settlement of any claim.

3 *We* shall have the right to settle a claim by:

- the payment of money;
- reinstatement or replacement of the property lost or damaged; or
- repair of the property lost or damaged.

The reinstatement, replacement or repair will be done without unreasonable delay and in a reasonable manner but not necessarily to its exact previous condition or appearance. The money spent on any one item will not be more than the sum insured.

4 *We* may at any time pay the Limit of Indemnity or the sum insured (after the deduction of any sum already paid) or any lesser amount for which a claim can be settled and shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

5 *We* have the right to the salvage of any insured property.

6 If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy, *We* shall not be liable to pay or contribute more than *Our* proportionate share. If any other such policy has a provision preventing it from contributing in like manner, *Our* share of the claim shall be limited to the proportion that the sum insured bears to the value of the property or occurrence insured.

GENERAL EXCLUSIONS

1.0 Radioactive Contamination

Operative in respect of all sections.

We shall not provide indemnity under this policy for:

- 1.1 any *Damage* to any property or any loss or expense resulting or arising therefrom or any consequential loss; or
- 1.2 legal liability of whatsoever nature;

directly or indirectly caused by or contributed to or 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 nuclear assembly or nuclear component thereof.

2.0 War and Similar Risks

Operative in respect of all sections other than

- section A4 - Employers' Liability where 2.1 shall not apply.

We shall not provide indemnity under this policy for:

- 2.1 any *Damage* directly or indirectly occasioned by, happening through or any consequences of war, invasion, acts of foreign enemies' hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 2.2 any action or other proceedings where *We* allege that by reason of war and similar risks described in 2.1 above any *Damage* is not covered by this policy, the burden of proving that such *Damage* is covered shall be upon *You*.

3.0 Sonic Bangs

Operative in respect of all sections.

We shall not provide indemnity under this policy for any *Damage* or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4.0 Confiscation

Operative in respect of all sections other than

- section A4 - Employers' Liability
- section A5 - Public and/or Products Liability
- section D - Personal Accident

We shall not provide indemnity under this policy for any *Damage* directly or indirectly occasioned by, happening through or in consequence of confiscation, nationalisation, requisition or destruction of or *Damage to Property* by or under order of any government, municipal, local or customs authority.

5.0 Terrorism

Operative in respect of all sections other than

- section A4 - Employers' Liability
- section A5 - Public and/or Products Liability

We shall not provide indemnity under this policy for:

loss, destruction, *Damage* or any claim caused by, resulting from, contributed to or aggravated by any of the following perils set out in a) to d) below, whether such loss, destruction, *Damage* or cause of a claim is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the policy:

- a) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction;
- b) any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for the purposes of terrorism;
- c) hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, trucks, trains or automobiles, including any attempted seizure of control, made by any person or persons; or
- d) riot or civil commotion in Northern Ireland.

Such loss, destruction or *Damage* is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss, destruction or *Damage*.

Terrorism means the use or threatened use of any unlawful means, including the use of force or violence against any persons or properties, for the actual or apparent purpose of intimidating, coercing, punishing or affecting society or some portion of society or government.

6.0 Pollution

Operative only in respect of

- section A1 - Trade Contents
- section B – Buildings
- section F - Domestic Insurance

We shall not provide indemnity under this policy for:

- 6.1 personal injury or *Bodily Injury* or *Damage* to or loss of use of property directly or indirectly caused by seepage, *Pollution* or property directly or indirectly caused by seepage, *Pollution* or contamination which itself results from pollution or contamination;
- 6.2 the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances; or
- 6.3 fines, penalties, punitive or exemplary damages.

7.0 Mould

Operative only in respect of

- section A1 - Trade Contents
- section B – Buildings
- section F - Domestic Insurance

We shall not provide indemnity under this policy for:

- 7.1 any *Damage* to insured property, or
- 7.2 any insured *Damage* or cause whether or not contributing concurrently or in any sequence, or
- 7.3 any loss of use, occupancy or functionality, or
- 7.4 any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

8.0 Asbestos

Operative in respect of all sections other than

- section A4 - Employers' Liability

We shall not provide indemnity under this policy for any *Damage*, claim, legal costs, expenses or other sum directly or indirectly arising out of or relating to asbestos or materials containing asbestos howsoever occurring.

9.0 Communicable Disease

Operative in respect of all sections other than

- section A4 - Employers' Liability
- section A5 - Public and/or Products Liability

We shall not provide indemnity under this policy for any loss, cost, *Damage* or expense, arising out of, attributable to or occurring concurrently or in any sequence with a *Communicable Disease*.

For the avoidance of doubt no extension of cover, additional coverage or exception to any exclusion or other coverage grant shall afford any coverage that would otherwise be excluded through this exclusion. For further avoidance of doubt loss, cost, *Damage* or expense includes any costs to clean-up, de-toxify, remove, monitor or test: (1) for a *Communicable Disease*; or (2) any tangible or intangible property insured by this policy which has been affected by such *Communicable Disease*.

10.0 Cyber

Operative in respect of all sections other than

- section A4 - Employers' Liability
- section A5 - Public and/or Products Liability

We shall not provide indemnity under this policy arising out of loss, *Damage*, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, *Computer System*, computer software programme, malicious code, computer virus or process or any other electronic system or for damage to *Electronic Data*.

11.0 Cyber – Employers' Liability

Operative only in respect of

- section A4 - Employers' Liability

We shall not provide indemnity under this policy arising out of, based upon or attributable to or in any way involving, directly or indirectly:

- a) the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any *Computer System* or *Electronic Data*; and
- b) any notification costs, credit monitoring expenses, forensic expenses, public relations expense or any other loss, cost or expense incurred arising out of a) above.

12.0 Cyber – Public and/or Products Liability

Operative only in respect of

- section 5 - Public and/or Products Liability

We shall not provide indemnity under this policy arising out of, based upon or attributable to or in any way involving, directly or indirectly:

- a) any access to or disclosure of any person's or organisation's confidential or personal information, including without limitation any *Personally Identifiable Information*, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- b) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any *Computer System* or *Electronic Data*; and
- c) any notification costs, credit monitoring expenses, forensic expenses, public relations expense or any other loss, cost or expense incurred arising out of a) or b) above.

However, this Exclusion does not apply to any indemnity payable under this policy for *Bodily Injury* or *Damage* arising out of, based upon or attributable to the events in a), b) or c) above.

SPECIAL CONDITIONS - (only applicable to the Sections of the Policy specified in the text below)

If the *Insured's* failure to observe one of the following conditions gives rise to *Damage* or *Bodily Injury* the resultant claim may not be within the scope of the insurance provided by the *Insurer*.

1. Unoccupied Premises

It is a condition precedent to liability that whilst any *Premises* insured by this policy are not *Commercially Occupied*, *You* shall in respect of such *Premises*:

- 1.1 ensure that gas, water and electricity supplies are kept disconnected and that all water apparatus drained except as otherwise agreed by *Us* in writing but:
 - it is agreed that electricity supplies may be maintained for the sole purpose of providing the signal from any *Intruder Alarm System* and/or Automatic Fire Alarm Installation connections; and
 - it is warranted that any *Intruder Alarm System* and/or Automatic Fire Alarm Installation connections be maintained at all times during the *Period of Insurance*.
- 1.2 ensure that all external doors are kept securely locked in accordance with 4.1 and 4.2 above.
- 1.3 keep all ground floor window openings securely fastened in accordance with 4.3 above, and if specified by *Us* in writing boarded up in accordance with *Our* requirements.
- 1.4 maintain the *Buildings* and all yards and external areas immediately surrounding the *Buildings* free of all fuel and waste material.
- 1.5 ensure all letterboxes are sealed to prevent insertion of material.

You shall inspect the *Premises* at least weekly to check that the foregoing conditions are observed. In the event of any breach of security of the *Premises* or of any malicious *Damage* or any evidence of unlawful entry or attempted entry to the *Premises* *You* shall immediately:

- carry out the necessary work to satisfy the above requirements; and
- notify *Us*.

A record of these inspections is to be kept and be available for inspection by *Us* immediately upon request.

2. Inspection of Plant and Equipment

It is a condition precedent to liability that passenger lifts, steam pressure vessels or other equipment belonging to *You* or the maintenance of which are *Your* responsibility, are to be inspected in accordance with statutory legislation.

CLAIMS SERVICES AND TELEPHONE HELPLINES

Please note a Claims Services and Telephone Helplines sheet - informing you how to claim under the Policy and notifying you of the 24 hour Telephone Helpline numbers should be attached to this page.

Please contact us immediately if the sheet is not attached.

COMPLAINTS PROCEDURE

Please note a Complaints Procedure sheet should be attached to this page.

This informs you of the procedure how to complain if you are not provided by the kind of service you expect.

Please contact us immediately if the sheet is not attached.

PROTECT YOUR BUSINESS - LOSS PREVENTION ADVICE

Some hints on loss prevention. These are by no means applicable to every business and in addition other situations can apply which are not listed.

□ FIRE

- Check your electrical equipment regularly to make certain that correct fuses are used and do not overload the circuits. Seek the assistance of a competent electrician.
- Prohibit the use of unauthorised equipment such as heaters, kettles etc.
- Prohibit smoking.
- Install fire extinguishers and ensure they are serviced annually.
- Install smoke detector devices.
- Encourage co-operation with employees and other tenants to provide emergency planning throughout the building.
- Ensure daily back-up, with off premises storage of computer records.
- Any rubbish/waste should be removed from the premises at the end of each day's business; keep the areas immediately surrounding the premises free of all fuel and waste material.

□ WATER

- Lag exposed water pipes and tanks in the roof area.
- Turn off the water at the mains and drain the system if you leave the property without heat in winter.
- But if freezing does occur;
- Isolate the pipe by closing the stopcock on the feed tank or main.
- Protect items beneath frozen or thawing pipes.
- Maintain boilers and fit frost stats on heaters to eliminate ice in pipework.

□ STORM

- Make sure your property is maintained in a wind and weatherproof condition.
- Keep gutters and drains well maintained.
- Fit uninterruptible power supplies to sensitive equipment.
- Avoid siting electronic equipment in basement.
- If your property is damaged by storm carry out EMERGENCY REPAIRS immediately to prevent or lessen further damage and keep all bills.

□ THEFT

- You must use all door and window protections if you leave the premises - day or night and remove the keys from the locks.
- Whenever you leave the premises ensure all keys are removed from the premises.
- If an intruder alarm is fitted the premises should not be left unattended unless the alarm is set in its entirety.
- Install security lights on or about the premises.
- Keep a detailed description of your property together with photographs of valuable items. This helps the Police to recover stolen items and apprehend thieves.
- Secure cash in a good quality safe.
- Do not leave large sums of money at the premises or at home ; do not leave property in unattended vehicles.
- Lock cabinets containing valuable documents and keep copies off site.
- Control unauthorised public access to the premises.
- Use only reliable security and cleaning staff.
- Lock down computers etc, using devices which prohibit access of computer chips.
- Keep portable equipment away from windows.
- Screw mirrors and paintings to walls.

□ LIABILITY

- Maintain good housekeeping and avoid cluttered working conditions.
- Maintain tidy computer workstations ie, cables.
- Limit solo working for staff .
- Control public access.
- Maintain electrical equipment in good repair.
- Avoid slippery floors and protruding flooring.
- Ensure steps are signposted and easily identifiable.
- Ensure adequate and clean areas for eating and drinking.

