

## PROPERTY OWNERS INSURANCE POLICY

China Insurance Company (UK) Limited (The Company) will in the event of injury, loss or damage happening during the period of insurance provide insurance as described in the following pages for those Sections indicated in the Schedule as operative and in accordance with the proposal and declaration made by the Insured which shall be the basis of this Contract

For and on behalf of  
China Insurance Company (UK) Ltd.  
Authorised Insurer



General Manager

## CUSTOMER COMPLAINTS

Although we are proud of our fair and efficient service, should you feel on any occasion that our service has fallen below the standard you would normally expect, then you should contact your insurance adviser or alternatively write under Private and Confidential cover or telephone to:

The Chief Executive  
China Insurance Co. (U.K) Ltd.  
The Communications Building  
48 Leicester Square  
London WC2H 7LT  
Telephone: 020 - 7839 1888

Your complaint will be acknowledged and investigated immediately. It would greatly assist us if you could quote your policy number in any communication

Should you remain dissatisfied you may approach:

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

Making a complaint will not prejudice your rights to take legal proceedings

## THE LAW APPLICABLE TO THIS CONTRACT

The parties to this contract have the right to choose the law that should apply. China Insurance Co. (UK) Ltd., propose to apply English Law and in the absence of any written agreement to the contrary, English Law will apply

## GENERAL DEFINITIONS

### The Insured / You / Your

The person(s) company or firm named as the Insured in the Schedule

### The Company / We / Us / Our

China Insurance Co (UK) Ltd

### The Business

Business means your business as owners of the Premises or as lessees where you are responsible for the upkeep repair and maintenance of the Premises as leaseholder under a legal lease for a specified term

### The Premises

Premises means the Premises stated in the Schedule

### The Buildings

The Buildings means the Building situated at the Premises being built of brick stone or concrete and roofed with slate tile metal asphalt or concrete and occupied as stated in the Schedule

### Damage

The term Damage when referred to in this Policy shall mean loss or destruction of or damage to Property Insured by an Insured Peril stated in this Policy or any other cause insured under the respective Section other than as excluded hereafter

### Accidental Damage

The term Accidental Damage means damage caused by accidental and external means

### Average (Underinsurance)

Average means whenever a Sum Insured is declared to be subject to Average (Underinsurance) if at the time of Damage to the Property Insured by any Item the Sum Insured in respect of that Item is less than 85% of the full value of the Property to which it applies you will be considered to be your own insurer for the difference and will be expected to bear a rateable share of the loss accordingly

### Excess

Excess means an amount deducted from each and every loss or series of losses arising from any one event or occurrence likely to give rise to a claim hereunder after the application of all other terms exclusions and conditions of this Policy as stated on the Schedule

### Employee

Employee means any

- (a) person under a contract of service or apprenticeship with you
- (b) self-employed person
- (c) person under a work experience scheme
- (d) person hired or borrowed by you and working for you in connection with the Business

### Unoccupied

The word Unoccupied shall mean wholly unoccupied mainly unoccupied or not in use

## PO2 Malicious Persons

No liability shall attach to the Company in respect of loss or damage caused by malicious persons who are lawfully on the premises

## PO3 Unoccupancy

No liability shall attach to the Company during any period of unoccupancy in respect of loss or damage due to malicious persons, theft or escape of water (burst pipes)

## PO4 Accidental Damage

The insurance provided hereby extends to include Accidental Damage but excluding

- (a) wear tear depreciation or diminution in value
- (b) damage caused by or arising from
  - i) subsidence ground heave or landslip
  - ii) normal setting cracking shrinkage bulging expansion or collapse of buildings roadways paths yards car parks or swimming pools
  - iii) faulty workmanship defective design plan or specification or the use of faulty materials
  - iv) scratching denting mechanical or electrical defect failure breakdown or derangement
  - v) atmospheric or climatic conditions or any other gradually operating cause rot fungus rust corrosion woodworm moths insects vermin or pests.
  - vi) any process involving cleaning dyeing staining repairing restoring renovating fitting alteration or maintenance of any property
  - vii) use of any article with disregard to manufacturers instructions
  - viii) the Insured voluntarily parting with title or possession of any property if induced to do so by fraudulent scheme trick device or false pretence
  - ix) the insertion of counterfeit coins or other foreign articles in vending machines and the like
- (c) damage resulting from any exclusions to Insured Perils 1-10 stated under section 1- Buildings and section 5- Contents
- (d) damage to movable property in the open and to fences wall gates and hedges

### Limit of Liability

Our liability under this Section is limited to the respective Sum Insured shown in the Schedule

## PO5 Flat Roofs

It is warranted that any flat felted roof portions of the Insured Premises be inspected at least every two years by a qualified builder or property surveyor and any defects found be remedied immediately

## PO6 Flat Roof Excess

The Insured shall be responsible for the first £500 (five hundred pounds) of each and every loss or damage to the buildings flat roof and not as otherwise stated

## PO7 Heating Process

No liability shall attach to the Company in respect of loss damage to Property insured caused by its undergoing any heating process or process involving the application of heat

## SECTION 1 - BUILDINGS

### COVER

In the event of Damage by an Insured Peril to the Property Insured we will pay you the value of the property at the time of its Damage or the amount of the Damage or at our option reinstate the property or any part of it

### PROPERTY INSURED

#### Buildings

The Buildings of all structures on the site of the Premises (including all external and internal fixed glass therein) belonging to you or for which you have accepted responsibility including landlords fixtures and fittings walls, gates, fences and hedges and the following expenses necessarily incurred with our consent

#### Fees

Architects surveyors consulting engineers and legal fees necessarily and reasonably incurred in connection with the repair or reinstatement of the damaged parts of the property Insured excluding fees for preparing any claim

#### Debris Removal

The cost of removing debris demolishing shoring up or propping up of the damaged parts of the Property Insured

excluding any costs or expenses

- (a) incurred in removing debris except from the Premises of such Property Insured destroyed or from the area immediately adjacent to the Premises.
- (b) arising from pollution or contamination of property not insured by this Section

#### Underground Services

The cost of repairing Damage by an Insured Peril to piping ducting cables wires and associated control gear and accessories on the Premises and extending to the public mains but only to the extent of your responsibility and provided such Damage is not otherwise insured

#### Local Authorities

Any additional cost of repairing or replacing the damaged parts of the Property Insured incurred solely to comply with any statutory requirements or local authority bye-laws

excluding any cost arising from a notice served upon you prior to the date of the Damage

### 11. Arbitration

Liability being otherwise admitted if there is any dispute over the amount to be paid by us the matter will be settled by arbitration the arbitrator to be appointed by the parties concerned according to the relevant statutory provisions in force at that time In such a case there will be no right of action against us unless an award is made

### 12. Warranties

Any warranty shall from the time it is applied continue to be in force during the whole currency of this Policy Failure to comply with any Warranty shall invalidate any claim for loss destruction or Damage or liability which is partly or wholly due to or affected by such failure to comply

However a claim will not be invalidated if your failure to comply with any Warranty took place in a previous Period of Insurance

### 13. Cancellation

We or you may cancel this Policy by giving 30 days' notice in writing to the other party their last known address if we give such notice you shall become entitled to a proportionate return of premium if you give such notice you shall be entitled only to a return of premium in accordance with our usual short period scale provided that no claim has been made in the then current Period Insurance

## ENDORSEMENTS

(OPERATIVE ONLY WHEN STATED IN THE SCHEDULE)

### PO1 Subsidence

The Insured Perils by Section 1 are extended to include subsidence ground heave or landslip of the site on which the Building stands excluding

- (a) damage to such Building or any part thereof whilst in course of erection or undergoing demolition structural alteration or structural repair
- (b) damage to fences walls and gates unless the Buildings are damaged at the same time
- (c) damage resulting from bedding down of newly erected structures or the settlement or movement of made up ground or the compaction of infill
- (d) damage due to defective design or workmanship or the use of defective materials
- (e) the first £2,000 of any claim

It is further declared that you shall give us notice immediately on becoming aware of building demolition or excavation operations on any site adjoining the Premises and will pay such additional premium as we may require

It is warranted by you that after making reasonable enquiry you have no knowledge of any actual or suspected subsidence ground heave or landslip affecting the Premises or the immediate vicinity thereof during the five years prior to the effective date of this Endorsement

## INSURED PERILS

1. Fire lightning explosion earthquake subterranean fire
2. Riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons  
  
excluding Damage occasioned by or happening through confiscation or destruction seizure or requisition by the government or any public authority
3. Theft or attempted theft following upon or followed by forcible and violent entry to or exit from the Buildings
4. Hold up by violence and/or threats of violence to you or your employees
5. Storm or flood excluding
  - (a) Damage by frost subsidence heave or landslip
  - (b) Damage to gates fences and hedges and movable property in the open
  - (c) Damage attributable solely to change in water table level
6. Escape of water from any tank apparatus or pipe
7. Leakage of oil from any fixed oil heating installation excluding defective vaporisation smoke and smudge
8. Aircraft and other aerial devices or articles dropped from them
9. Breakage or collapse of television and radio aerials external satellite dishes aerial fittings and masts excluding
  - (a) Damage to the television and radio aerial fittings and masts themselves unless specifically insured by this Policy
  - (b) Damage to external satellite dishes unless specifically insured by this Section
10. Impact by :
  - (a) any vehicle or animal
  - (b) falling trees or branches other than if caused by felling or lopping by you or on your behalf

- (iii) carry out and allow to be done anything reasonably practicable to prevent any further loss destruction or damage or interruption to the Business
- (iv) forward to us immediately upon receipt every relevant letter claim writ summons or process
- (v) give us written notice immediately you have knowledge of any pending prosecution inquest or fatal enquiry in connection with any occurrence for which there may be liability under this Policy

## 7. Company's Rights

In the event of a claim or possible claim under this Policy we will be entitled to

- (i) enter any Buildings where the loss or destruction or damage has occurred and to take and keep possession of the Property Insured and to deal with salvage in a reasonable manner No property may be abandoned to us
- (ii) exercise sole control over dealings with any third party claim and legal proceedings relevant thereto
- (iii) prosecute in your name but for our benefit (and at our expense) any claim for damages or indemnity

## 8. Reinstatement

If we choose or become bound to reinstate or replace any property you will at your own expense provide us with all such plan documents books and information as may be reasonably required

We will not be bound to expend in respect of any one of the Items insured more than the Sum Insured stated against such item in the Schedule and will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner

## 9. Alteration in Risk

Any item or Section of this Policy will cease to be in force if after the commencement of this insurance there is any alteration in respect of such item or Section

- (i) by removal or by a tenant vacating the Premises or taking up occupation of the Premises
- (ii) which results in the risk of loss destruction or damage or injury being increased
- (iii) your interest ceasing other than by a will or the operation of the law
- (iv) the Business being wound up carried on by a liquidator or receiver or permanently discontinued unless we are notified and agree in writing to such alteration

## 10. Contribution

If any loss destruction or Damage or liability arising under this Policy is also covered or covered in part by any other insurance taken out by you or on your behalf we will be liable only for our rateable proportion of such loss destruction or Damage or liability

If any such other insurance is subject to any condition of Average (Underinsurance) this Policy if not already subject to any condition of Average (Underinsurance) shall be subject to Average (underinsurance) in like manner

If any other insurance effected by you or on your behalf is expressed to cover any of the Property Insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or Damage our liability hereunder shall be limited to such proportion of the loss destruction Damage as the sum hereby insured bears to the value of the Property Insured

## GENERAL CONDITIONS

Applicable to all Sections unless otherwise stated in this Policy

### 1. Identification

For the purpose of determining where necessary the item under which any property is insured we shall accept the designation under which such property has been entered in your books

Any word or expression in the Policy to which a specific meaning has been given bears the same meaning wherever it appears

### 2. Observance

No claim under this Policy shall be payable unless

- (i) the terms and conditions of this Policy has been complied with by any person claiming indemnity or benefit and
- (ii) Information given to us about the risk insured is true and accurate

### 3. Misdescription

This Policy will be rendered invalid if there has been any misrepresentation misdescription or non-disclosure of any material fact

### 4. Fraud

All benefit under this Policy will be forfeited if any claim made is in any respect fraudulent or if any fraudulent means or device is used by you or anyone acting on your behalf to obtain any benefit under this Policy or if any loss destruction or Damage is occasioned by your wilful act or connivance

### 5. Reasonable Precautions

You shall

- (i) exercise reasonable care that only competent persons are employed in the Business
- (ii) take all necessary action to prevent accidents or losses and to ensure that the Premises and fixtures and fittings and contents thereof are in sound condition
- (iii) as soon as possible after discovery make good or remedy any defect or danger and in the meantime take such additional precautions as the circumstances may require
- (iv) comply with all statutory and other legal obligations

### 6. Claims Notification and Procedure

In the event of a claim or possible claim under this Policy you must not negotiate admit liability or make any offer or promise of payment without our written consent and will

- (i) notify us as soon as possible giving full particulars of the occurrence and will at your own expense within 30 days (7 days for Riot damage) after the discovery of the event (unless we extend this period in writing) provide us with as detailed a written claim as is reasonable possible (including all such proofs and other information as we may require) and if also required a statutory declaration of the truth of the claim and any matters connected therewith
- (ii) immediately notify the police of any riot damage theft or loss of property

## LIMIT OF LIABILITY

Our liability under this section is limited to the respective Sum Insured shown in the Schedule

## EXTENSIONS

This Section extends to include

### 1. Replacement Locks

The cost of necessarily replacing external door locks and keys to maintain the security of the Buildings following theft of keys

- (a) by forcible and violent means from the Premises or the private residence of the Insured or an employee of the Insured authorised to hold such keys
  - (b) involving hold up actual or threatened assault or violence to the Insured member or the Insureds family or to any employee of the Insured
- up to an amount not exceeding £500 any one claim

### 2. Landscaped Gardens

The cost of restoring any damage or destruction to external landscaping for which the Insured is responsible at the Premises caused by the Fire Brigade or other authorities attending the Premises solely as a result of Damage to the Buildings up to an amount not exceeding £10,000 any one claim

### 3 Malicious Attack

Compensation to the following Benefit Limits if the Insured a Director or Employee of the Insured sustains bodily injury by violent external and visible means as a result of a malicious attack in the course of theft or attempted theft from the Buildings or actual or threatened assault or violence at the Premises and the injury independently of any other cause results in death or disablement of the Insured Director or Employee as follows:

	Benefit Limit
(a) death	£5,000
(b) physical severance or permanent and total use of an entire hand or arm or entire foot or leg and/or loss of one or both eyes occurring within twelve months from the date of the injury	£5,000
(c) permanent total disablement which permanently completely and continuously prevents the injured person from attending to his or her usual occupation or any other occupation for which he or she is fitted by knowledge and training and which having lasted 52 weeks and at the end of that time being beyond hope of improvement	£5,000
(d) temporary total disablement which prevents the injured person from attending to his or her usual occupation	£50 per week

Provided that

- (i) compensation shall not be paid under more than one of items a), b) or c) above for the consequence of the same injury
- (ii) compensation under item d) shall not be paid for more than 52 weeks in respect of any one injury and the amount paid hereunder shall be deducted from any amount subsequently payable under items a), b) or c)
- (iii) compensation shall not be paid unless as soon as possible after sustaining the injury the injured person attends a qualified medical practitioner whose advice he or she shall follow
- (iv) compensation under item d) shall be payable after each 4 consecutive weeks of the disablement

### **Exclusion**

We will not pay compensation for injury as a consequence of pre-existing mental or physical defect or infirmity or to any person who is at the time of sustaining the injury is under 16 years or over 65 years of age

### **EXCLUSIONS**

This Section does not cover:

1. Damage to electrical equipment caused by its short circuiting or overrunning not resulting in fire
2. Damage due to theft or attempted theft or malicious damage
  - (a) by or in collusion with any member of your family or Employees
  - (b) to any Building or portions thereof which are open sided or incapable of being locked or left vacant or becomes disused
  - (c) which is otherwise insured
3. Property more specifically insured by you or on your behalf
4. The first £250 of each and every claim other than in respect of Extension 3 (Malicious attack) for which we will pay the full agreed amounts
5. Consequential loss of any kind or description

### **5. Pollution or Contamination**

Loss or destruction or Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or Damage to the Property Insured caused by

- (a) pollution or contamination which itself results from Insured Perils 1-10 insured by Section 1 or 5
- (b) any Insured Perils 1 to 10 insured by Section 1 or 5 which itself results from pollution or contamination

### **6. Other Insurances**

Loss or destruction or Damage to property more specifically insured by you or on your behalf

### **7. Water Table**

Loss Damage or destruction to Property Insured attributable solely to change in the water table level

### **9. Riot and Civil Commotion**

Any consequence of riot or civil commotion or malicious acts occurring elsewhere than in Great Britain Isle of Man or Channel Islands

### **10. Year 2000**

Loss Damage or destruction or consequential loss directly or indirectly caused by or consisting of or arising from the failure 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 and whether occurring before during or after the year 2000

- (i) correctly to recognise any data as its true calendar date
- (ii) to capture save or retain and / or correctly manipulate interpret or process any data or information or command or instruction as a result or treating any data otherwise than as its true calendar date
- (iii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this shall not exclude subsequent loss Damage or destruction or consequential loss not otherwise excluded which itself results from Insured Perils 1 to 10

### **11. The Excess**

The amount stated in the Policy or endorsements attached hereto as the Excess

### **12. Asbestos**

Any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture mining, processing distribution testing remediation removal storage disposal, sale use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

## GENERAL EXCLUSIONS

Applicable to all Sections unless otherwise stated in this Policy

### This Policy does not cover

#### 1. Sonic Bangs

Loss destruction or Damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

#### 2. War Risks

Any contingency occasioned by or happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

#### 3. Nuclear Risks

Loss or destruction of or Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature 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 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

For the purpose of Section 2 of this Policy the words 'This Policy does not cover' (as above) shall read 'This Policy does not cover any loss resulting from occasioned by or happening through or occasioning'

#### 4. Terrorism

Damage cost or expense directly or indirectly caused by contributed to by resulting from or arising out of or in connection with:

- a) any act, or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation, or in pursuit of political religious ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto and which:
  - (1) involves violence against one or more persons or
  - (2) involves damage to property or
  - (3) endangers life other than that of the person committing the action or
  - (4) creates a risk to health or safety of the public or a section of the public or
  - (5) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling preventing suppressing retailing against or responding to any act or preparation in respect of action or threat of action described in (a) above

If we decide that by any reason of this EXCLUSION damage or loss resulting from such damage is not insured and you dispute our decision you must prove that this EXCLUSION should not apply.

#### Northern Ireland Exclusion

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

## SPECIAL PROVISIONS

#### 1. Sale of Buildings

When you contract to sell your interest in the Property insured the contracting purchaser who completes the purchase and his or her mortgagees shall have the benefit of the insurance by this Section. The benefit shall be up to the date of completion during the currency of this Policy and provided the Property Insured is not otherwise insured. The benefit shall also be without prejudice to your and our rights and liabilities

#### 2. Basis of Claims Settlement

In the event of Damage to the Property Insured we will pay the full cost of repair or reinstatement to a condition equal to but not better or more extensive than its condition when new provided such cost has been incurred except that a deduction for deterioration will be made if the Property Insured has not been maintained in good repair

Provided that:

- (a) the work of rebuilding or repair and restoration (which may be carried out upon another site and in any manner suitable to your requirements subject to our liability not being increased) is commenced and carried out within a reasonable time
- (b) when the Property Insured is damaged or destroyed in part only our liability shall not exceed the sum representing the cost which we could have been called upon to pay if such Property Insured has been wholly destroyed

#### 3. Reinstatement of Sum Insured

The Sum Insured by this Section will not automatically reduce as a result of a claim provided that you shall pay the appropriate additional premium on the amount of such claim from the date thereof to the expiry of the period of Insurance

#### 4. Average (Underinsurance)

The Sums Insured by this Section is subject to Average (Underinsurance)

#### 5. Additional Interests

- (a) The interest of other parties is noted in this Section and you undertake to declare the names of such interested parties immediately following any claim
- (b) The act or neglect of you or any occupier of the Premises hereby insured whereby the risk of Damage is increased without the authority or knowledge of said party (parties) shall not prejudice the interest of the said party (parties) in this insurance provided they shall notify us immediately on becoming aware of such increased risk and pay additional premium if required

#### 6. Workmen

Workmen are allowed on the Premises for the purpose of repairs maintenance minor extensions or alterations without prejudice to the Policy

#### 7. Subrogation Waiver

We agree to waive any rights or remedies to which we may be entitled by subrogation against

- (a) any Parent or Subsidiary Company of the Insured or any Company which is subsidiary of a Parent Company of which you are a subsidiary
- (b) any tenant or lessee in respect of Damage to that part of the Building occupied by the tenant or lessee or to common parts of the Building provided that the Damage is not a result of a criminal fraudulent or malicious act by the tenant or lessee

## 8. Newly Acquired Buildings

This Section extends to include newly acquired Buildings in Great Britain insofar as the same are not otherwise insured and alterations additions and improvements to the Property Insured (but not in respect of appreciation in value) provided that:

- (a) at any one situation this cover will not exceed £100,000
- (b) you undertake to give us details of such extension within 21 days of acquisition or alteration to effect specific insurance thereon and pay such additional premium as may be required from the date of acquisition or alteration

## 9. Glass Cover

Damage to fixed glass insured by this Section extends to include reasonable costs necessarily incurred in respect of boarding up or temporary glazing pending replacement of broken glass and the removal and refixing of window fittings and other obstacles to said replacement

## 10. Unoccupied/Empty Buildings

- (a) Whenever the Property Insured by this Section is Unoccupied The Unoccupied Buildings Warranty will apply
- (b) The Company must be notified in writing immediately any occupied building or occupied portion of a building insured hereby becomes Unoccupied and a suitable extra premium paid if required

### Unoccupied Buildings Warranty

It is warranted that whenever the Property Insured is Unoccupied

- a) the Insured shall notify the Company immediately they become aware
  - i) that the building(s) are unoccupied
  - ii) of any loss destruction or damage to the Unoccupied building(s) whether such loss destruction or damage is insured or not
- b) the buildings are inspected internally at least once during each week by or on behalf of the Insured
- c) all trade refuse and waste are removed from the interior of the premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by the insured
- d) the Insured shall secure the building and seal all letter boxes and put all protective and locking devices and any alarm protection in effective operation
- e) the gas water and electricity supplies are turned off at the mains (except electricity needed to maintain any fire or intruder alarm system in operation) and any sprinkler system drained and during the months of November to March (inclusive) the water system drained
- f) the Insured shall implement any additional protections the Company may require within the time scale specified by the Company

## SPECIAL PROVISIONS

### 1. Basis of Claims Settlement

In the event of Damage to the Property Insured we will pay the full cost of repair replacement or reinstatement to a condition equal to but not better or more extensive than its condition when new provided such repair replacement or reinstatement is undertaken without delay and such cost has been incurred

### 2. Reinstatement of Sum Insured

The Sum Insured by this Section will not be automatically reduced as a result of a claim provided that you shall

- (a) pay the appropriate additional premium on the amount of such claim from the date thereof to the expiry of the Period of Insurance
- (b) take immediate steps to effect such additions or variations in protections as we may require

### 3. Average (Underinsurance)

The Sums Insured by this Section is subject to Average (Underinsurance)

### 4. Non Invalidation

The insurance by this Section shall not be invalidated by any act omission or by any alteration whereby the risk of Damage is increased unknown to you or beyond your control provided that immediately you become aware thereof you shall give us notice and pay such additional premium as required by us

(d) in so far as they are not otherwise insured the personal effects belonging to you your partners Directors or Employees for an amount not exceeding £250 any one person

but excluding property referred to in the Exclusions

### Limit of Liability

Our liability under this Section is limited to the respective Sum Insured shown in the Schedule

### EXTENSION

This Section extends to include

### Contents Temporarily Removed

Property Insured (other than property described in c) and d) above) provided the same are not otherwise insured whilst temporarily removed from the Premises for cleaning renovation repair or similar purposes and whilst in transit thereto and therefrom any where within Great Britain Northern Ireland the Isle of Man or the Channel Islands for an amount not exceeding 15% of the Sum Insured but excluding Damage by theft or attempted theft to property whilst in transit

### Debris Removal

The cost necessarily incurred and with our consent in the removal of debris of the damaged parts of the Property Insured from the Premises or the area immediately adjacent thereto provided always that our liability under this clause and this Section in respect of any item shall in no case exceed the Sum Insured hereby

### EXCLUSIONS

This Section does not cover:

1. Damage to electrical equipment caused by its short circuiting or overrunning not resulting in fire
2. Damage due to theft or attempted theft by or in collusion with any member of your family or Employees
3. Property more specifically insured by you or on your behalf
4. Damage to
  - (a) jewellery precious stones precious metals bullion furs or rare books
  - (b) glass china earthenware marble or other fragile or brittle objects other than works of art specifically insured as part of the Property Insured to the limits specified therein
  - (c) computers or data processing equipment or computer systems records
  - (d) money cheques stamps bonds credit cards or securities of any description unless specifically mentioned as insured by this Section
5. The first £250 of each and every claim arising under this Section
6. Consequential loss of any kind or description

## SECTION 2 - LOSS OF RENT

### DEFINITIONS

#### Gross Rentals

Gross Rentals means the money paid or payable to the Insured in respect of work done and services rendered

#### Indemnity Period

Indemnity Period means the period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage

#### Maximum Indemnity Period

Maximum Indemnity Period - 12 months unless otherwise stated

#### Annual Gross Rentals

Annual Gross Rental means the Gross Rental during the twelve months immediately before the date of the Damage

adjusted as may be necessary to provide for variations in or other circumstances affecting the Business so that the adjusted figures shall represent as far as possible the results which but for the Damage would have been obtained during the relative period after the Damage

#### Standard Gross Rental

Standard Gross Rental means the Gross Rental during the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period

Note 1 To the extent that you are accountable for Value Added Tax all terms in this Section shall be exclusive of such tax

Note 2 For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

### COVER

In the event of the Business at the Premises being interrupted or interfered with as a direct result of Damage insured under Section 1 of this Policy and liability for such Damage having been admitted (unless such payment or liability has been excluded as being below a specified amount) under this Policy covering your interest in such Property Insured we will indemnify you in respect of

(a) Reduction in Gross Rentals being:

the amount by which the Gross Rentals during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Rentals

(b) Increase in Cost of Working being:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Rentals which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction thereby avoided less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Rentals as may cease or be reduced in consequence of the Damage

provided that if the Sum Insured by this Section shall be less than the Annual Gross Rental (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months) the amount payable shall be proportionately reduced

### **Limit of Liability**

Our Liability under this Section shall not exceed the Sum Insured specified in the Schedule

### **EXTENSIONS**

This Section extends to include

#### **1. Professional Accountants Charges**

Reasonable charges payable to you to your professional accountants for producing such particulars or details contained in your books of account or other business books or documents or any other information or evidence as we may require under the terms of General Condition 6 of this Policy and reporting that such particulars or details are in accordance with your books of account or other business books or documents, provided that the sum of the amount payable under this Extension and the amount otherwise payable under this Section shall in no case exceed the Limit of Liability

#### **2. Denial of Access and Damage at Managing Agents Premises**

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage insured under Section 1 to property

(a) in the vicinity of the Premises which shall prevent or hinder the use of or access to the Premises whether your property or Premises be damaged or not

(b) at the premises of the your Managing Agents

## **SECTION 5 - CONTENTS**

### **INSURED PERILS**

1. Fire lightning explosion earthquake subterranean fire
2. Riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons  
excluding Damage occasioned by or happening through confiscation or destruction seizure or requisition by the government or any public authority
3. Theft or attempted theft following upon or followed by forcible and violent entry to or exit from the Buildings
4. Hold up by violence and/or threats of violence to you or your employees
5. Storm or flood excluding
  - a) Damage by frost subsidence heave or landslide
  - b) Damage to gates fences and hedges and moveable property in the open
  - c) Damage attributable solely to change in water table level
6. Escape of water from any tank apparatus or pipe
7. Leakage of oil from any fixed oil heating installation excluding defective vapourisation smoke and smudge
8. Aircraft and other aerial devices or articles dropped from them
9. Breakage or collapse of television and radio aerials external satellite dishes aerial fittings and masts excluding
  - a) Damage to the television and radio aerial fittings and masts themselves unless specifically insured by this Policy
  - b) Damage to external satellite dishes unless specifically insured by this Section
10. Impact by
  - a) any vehicle or animal
  - b) falling trees or branches other than if caused by felling or lopping by you or on your behalf

### **PROPERTY INSURED**

Contents in the common parts of the Building and in any areas of the Building used by you for office reception show or storage purposes belonging to you or for which you have accepted responsibility including:

- (a) furniture furnishings and carpets
- (b) documents manuscripts business books plans and designs but only for the value of the materials and the cost of clerical labour expended in reproducing such records and not for the value to you of the information contained therein
- (c) pictures prints and works of art for an amount not more than £500 in respect of any one item and £1,000 in total in respect of any claim unless otherwise specifically insured hereby

## **EXCLUSION**

This Section does not cover

1. 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
2. Family exception - Liability for Bodily Injury sustained by the Insured or any person Closely Related to the Insured

For the purposes of this exception Closely Related shall mean, husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

This exception will not apply where the business is incorporated as a limited company.

## **SPECIAL PROVISION**

1. Right of recovery

The indemnity provided is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland and Channel Islands and Isle of Man but you shall repay to us all sums paid by us which we would not have been liable to pay but for the provision of such law

## **SPECIAL PROVISIONS**

### **1. Rent Review**

In the event of the Gross Rentals being subject to a Rent Review during the Indemnity Period under the terms of a lease or rental agreement then the Sum Insured by this Section will be automatically increased by a maximum of 100%

### **2. Alternative Trading**

If during the Indemnity period accommodation shall be provided or services rendered elsewhere than at the Premises for the benefit of the Business either by you or by others on your behalf the money paid or payable in respect of such accommodation and services shall be taken into account in assessing the Gross Rentals during the Indemnity Period

### **3. Reinstatement of Sum Insured**

The Sum Insured by this Section will not be automatically reduced as a result of a claim provided that you shall pay the appropriate additional premium on the amount of such claim from the date thereof to the expiry of the Period of Insurance

## SECTION 3 - PROPERTY OWNERS LIABILITY

### DEFINITIONS

#### The Insured

The Insured means:

- (a) the person firm or company named in the Schedule to this Section
- (b) subsidiary companies of the Insured in existence at the date of inception of the insurance by this Section (other than subsidiaries incorporated or resident or located in the United States of America or Canada) notified to and accepted by the Company
- (c) subsidiary companies created or acquired after the date of inception provided that
  - (i) the Insured shall have notified and the Company accepted the subsidiary
  - (ii) the Insured has paid any additional premium required by the Company
  - (iii) the insurance hereunder shall apply in respect of such subsidiary only from the date of acceptance by the Company
- (d) employees directors and officers of the Insured and subsidiaries accepted by the Company

provided that all the categories above shall be deemed to have proposed the risks here by insured and be bound by the terms hereof as a single entity

#### The Business

The Business shall mean that stated within General Definitions and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man

#### Injury

Injury means death bodily injury illness or disease

#### Damage to Property

Damage to Property means physical damage to or loss of or destruction of physical and tangible property

### COVER

We will indemnify you against your legal liability to pay compensation and claimants costs and expenses consequent upon

- (a) accidental injury to any person and / or accidental Damage to Property
- (b) accidental obstruction or trespass or loss of amenities nuisance or interference with any right of way air light or water or other easement

### EXTENSIONS

#### 1. Personal Representatives

In the event of your death we will indemnify your personal representatives against any liability incurred by you which is insured by this Section

#### 2. Indemnity to Other Parties

If you so request we will indemnify the following parties:

- (a) any officer or committee member or other member of your canteen social sports or welfare organisations or ambulance first aid or fire services against liability incurred in such capacity
- (b) any of your partners directors or Employees against liability incurred in such capacity and in respect of which you would have been entitled to indemnity under this Section if the claim had been made against you

as though each such party was individually named as the Insured in this Section provided that

- (i) each such party shall observe fulfil and be subject to the terms and conditions of this Policy in so far as they can apply
- (ii) our liability to you and all parties indemnified hereunder shall not exceed in the aggregate the Limit of Indemnity specified in this Section

#### 3. Health and Safety at Work Act 1974

We will indemnify you and if you so request any of your partners directors or Employees in the terms of this Section in respect of legal fees and expenses incurred with our written consent and costs and expenses of the prosecution awarded against any of the above in connection with

- (a) criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 alleged to have been committed during the Period of Insurance in connection with the Business
- (b) an appeal against a conviction arising from such proceedings

provided that we shall have the absolute conduct and control of all the said proceedings and appeals excluding:

- (i) fines or penalties of any kind
- (ii) proceedings or appeals arising out of the any deliberate act or omission
- (iii) costs or expenses insured by any other Policy or in respect which you are other wise indemnified

## SECTION 4 - EMPLOYERS LIABILITY

### DEFINITIONS

#### The Business

The Business shall mean that stated within General Definitions and shall include

- (a) the provision and management of catering social sports and welfare organisations and first aid ambulance and medical services for the benefit of Employees
- (b) private work carried out by any Employee for the Insured or any director partner or senior official of the Insured

#### Injury

Injury means injury death disease or illness

### COVER

We will indemnify you against your legal liability to pay compensation and claimants costs and expenses consequent upon injury to any Employee arising out of and in the course of employment in the Business described herein including legal costs incurred with our consent

- (a) in connection with the defence of any claim
- (b) for your representation at
  - (i) any Coroner's Inquest or Fatal Accident Inquiry in respect of death
  - (ii) proceedings in any Court of Summary Jurisdiction or on indictment in any higher Court in respect of any alleged breach of statutory duty resulting in injury

which may be the subject of indemnity under this Section 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 the territories mentioned in a) above who are on temporary visits in connection with the Business for the purpose of non manual work

#### Limit of Liability

Our liability for all compensation payable in respect of any one occurrence or series of occurrences consequent or attributable to one source or original cause (including all Extensions and Memoranda) and is limited to £10,000,000 except claims due to terrorism for which the liability of the company for all damages costs fees and expenses is limited to £5,000,000

occurring during the Period of Insurance and arising from ownership (but not occupation other than for the purpose of managing the Premises) maintenance repair or decoration of the Premises specified in the Schedule

In addition we will pay legal costs incurred with our consent

- (a) in connection with the defence of any claim
- (b) for representation at proceedings in any Court of Summary Jurisdiction or on indictment in any higher Court in respect of any alleged breach of statutory duty resulting in Injury loss or damage

which may be the subject of indemnity under this Section

#### Limit of Liability

Our limit of liability under this Section in respect of compensation and claimants costs and expenses in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed £2,000,000

provided that we may be absolved from any further liability hereby by the payment of the maximum sum payable under the insurance by this Section (after deducting therefrom any sums already paid) or any lesser amount for which the claim or claims may be settled together with the amount of any legal costs incurred to the date of such payment

### EXTENSIONS

#### 1. Defective Premises Act

We will provide indemnity against liability at law incurred by you under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with the Buildings at the premises which you have disposed of provided always that we shall not be liable under this Extension for the cost of remedying any defect or alleged defect in the said Premises

#### 2. Car Parks

Exclusion 4 hereinafter shall not apply in the event of loss of or damage to visitors and / or employees motor vehicles (and / or the contents of and / or accessories on such vehicles) whilst within any car park for which the insured is responsible provided that

- (a) such vehicle (and / or contents and / or accessories) is not lent or hired to the Insured
- (b) if any charge be made for the parking of vehicles a ticket bearing a disclaimer of liability shall be issued to every person paying such charge
- (c) this Extension shall not apply to loss or damage due to the driving of any vehicle by any employee of the Insured

#### 3. Work Away

The Cover by this Section extends to apply whilst the Insured is engaged solely in commercial secretarial administration and non-manual duties anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man in direct connection with the Business

## EXCLUSIONS

This Section does not cover

1. Injury or Damage due to carrying out demolition alterations or additions to the Premises
2. Liability arising from lifts elevators hoists boilers or pressure plant
3. Injury sustained by an employee whilst employed or engaged by the Insured and arising out of and in the course of his employment or engagement by the Insured
4. Damage to Property belonging to or occupied by the Insured or in the care custody or control of the Insured or any employee or any Goods in the custody or control of the Insured (other than the personal effects of employees or visitors to the Premises), or any claims arising in consequence of such Loss or Damage
5. Liability for or any award of punitive or exemplary damages whether as fines penalties multiplication of compensatory awards or damages or in any other form whatsoever
6. Liability caused by or contributed to or alleged to be caused by or contributed to in whole or in part directly or indirectly by;
  - (i) the use or existence of or exposure to asbestos products fibres or dust
  - (ii) any obligation to defend any claim or suit against the Insured alleging Injury or Damage to Property resulting from the use or existence of or exposure to asbestos products fibres or dust
  - (iii) ownership possession or use of any aircraft hovercraft water craft
  - (iv) ownership possession or use of any mechanically propelled vehicle of trailer attached thereto other than motorised garden implements used to maintain the land belonging to the Premises
7. Liability in respect of
  - (a) pollution or contamination of buildings or other structures or of water land or the atmosphere and
  - (b) Injury or Damage to Property directly or indirectly caused by such pollution or contamination

other than caused by sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance

All pollution or contamination which arises out of one incident shall be deemed to have occurred on the date that the Insured first becomes aware of such incident
8. Liability arising from any advice design or specification given or professional services rendered by you or on your behalf for a fee
9. Any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement

10. The first £250 of each and every claim arising under this Section in respect of claims for damage to Property

## 11. Family Exception

Liability for Bodily Injury sustained by the Insured or any person Closely Related to the Insured

For the purposes of this exception Closely Related shall mean husband wife father mother grandfather grandmother stepfather stepmother son daughter grandson granddaughter stepson stepdaughter brother sister half-brother or half-sister

## SPECIAL PROVISIONS

### 1. Other Insurances

This Section does not cover liability which forms the subject of insurance by any other Policy and this Section shall not be drawn into contribution with such other insurance

### 2. Jurisdiction

Any dispute between Us and You concerning this Section its Validity or the interpretation of the terms conditions limitations and / or exclusions contained therein shall be decided in accordance with English Law and the Courts of England Wales shall have exclusive jurisdiction in any dispute to which jurisdiction the parties hereto hereby submit

The premium for the insurance by this Section has been calculated accordingly and no consideration has paid in respect of sums payable as a result of interpretation outside the jurisdiction of such courts