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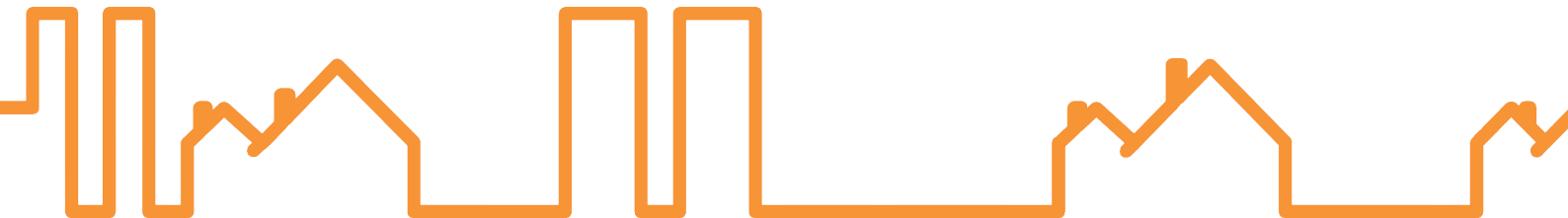
EVENT

CHARITY

## PROPERTY OWNERS POLICY WORDING

FAITH GROUP

LIABILITY



# SAGIC

Insurance that changes lives



*Sagic's profits support the work of The Salvation Army*

**IMPORTANT NOTICE - COOLING OFF PERIOD**

This Policy is subject to a 'cooling-off' period. Under this, if you decide within 14 days of receiving the Policy that you do not wish to continue with the insurance, you may cancel your cover within this period and get all your money back as long as you have not made any claims.

Please read your Policy carefully as soon as possible so that you can satisfy yourself that it meets your requirements before the end of the cooling-off period.



# SAGIC

Insurance that changes lives

**THE SALVATION ARMY GENERAL  
INSURANCE CORPORATION LTD**

**COMMERCIAL PROPERTY OWNERS  
POLICY**

Registered Office:  
Faith House, 23-24 Lovat Lane, London, EC3R 8EB  
Tel: 0300 300 1865  
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E-mail: [enquiries@sagic.co.uk](mailto:enquiries@sagic.co.uk)  
Registered No: 101071 England

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## Your Policy

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This is a contract of Insurance between You the Insured and Us the Insurer covering Your Premises in the United Kingdom.

It is essential that all material details affecting the risk are disclosed to Us at the outset or immediately they occur if any alterations arise in future. If You have any doubt whether any detail is material You should tell Us so that We can decide.

In return for payment by You of the premium, We will insure You against Damage as defined within, occurring during the Period of Insurance stated in the Policy Schedule, or any subsequent period for which You shall have paid the premium and We shall have accepted the premium, in accordance with the relevant Sections specified in Your Insurance Schedules, subject to the terms, conditions and exclusions of this Policy.

Almost certainly Your needs will change. If they do please tell Us. Your Policy is designed for easy amendment and an updated Schedule will be sent to You each time there is an alteration in cover or to the Sums Insured. Updated Schedules should be kept with the Policy so that You can refer to them to check the full details of the cover currently in force. Similarly, renewal Schedules and any notice which We might issue from time to time should be kept with this Policy.

Please read Your Schedule and this policy and return them to Us for amendment if they are not in accordance with Your requirements.

This Policy should be kept in a safe place – You may need to refer to it if You have to make a claim. It is recommended that You retain details of Your Employers Liability policy/certificates for at least 40 years.

## Useful Information

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### Law applicable to the Policy

Unless We and You have agreed otherwise in writing this Policy shall be governed and construed in accordance with English Law unless the Premises are located in Scotland in which case Scottish Law shall apply.

### Making a claim

Should You need to make a claim then please check Your Policy for cover details and then phone:-

**0300 030 1865**

### Emergency glass helpline

We have an agreement with the nationwide glass replacement company **Glassolutions**, which will give You a quick service for glass replacement.

Please contact them on: **0800 474747**

If Your Schedule does not include Section A Buildings and Contents – You can still use this service, but will be responsible for all costs incurred. Also note any claim will still be subject to the relevant Excess as detailed in Your Schedule.

## Definitions (Applying to Sections A & B)

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Each time the following words or phrases are used in this Policy, or on Your Schedule they will have the specific meaning shown below:

### **Acts of Terrorism**

For the purposes only of the cover provided under this Section B – Terrorism, means an act, including but not limited to the use of force or violence and/or the threat of thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **Business**

Means the Business described in the Policy Schedule including

- i. the ownership (including maintenance) of Buildings specifically insured by this Policy.
- ii. the provision and management of canteen, social, sports and welfare facilities for Your Employees.
- iii. first aid, fire and ambulance services.
- iv. private work carried out with Your consent for You or any of Your directors partners or other senior officials of Your Business by any of Your Employees within the Geographical Limits.

### **Damage**

Loss, destruction or Damage.

### **Employee**

Includes:-

- i. any person under a contract of service or apprenticeship with You
- ii. a person under a contract of service or apprenticeship with some other employer and who is hire to or borrowed to You
- iii. a labour master or person supplied by him
- iv. a person engaged by a labour only sub-contractor
- v. a self-employed person working on a labour only basis under Your control or supervision
- vi. a driver or operator of hired-in plant
- vii. a trainee or person undergoing work experience
- viii. a voluntary helper
- ix. persons working under the Community Offenders Act 1978 Community Offenders (Scotland) Act 1978 or similar legislation
- x. at Your request outworkers or home workers employed under contracts to execute personally any work in connection with the Business

whilst engaged in working for the Insured in connection with the Business

### **Excess**

An amount to be deducted from any claim settlement. The amount of any Excess is stated in this Policy or shown on Your Schedules. Where an Excess applies, the amount shown is deducted from each and every claim arising from the cause concerned.

### **Injury**

Means death, bodily injury, illness, disease or shock.

### **Insurance Schedules / Schedule**

The separate document issued to you containing details of You, the Premises, activities, Sections of the Policy which apply, Sums Insured, the Period of Insurance, together with details of premiums due from You.

### **Insured/You/Your**

The person(s), company or organisation (including a board of trustees) named in the Schedule as the policyholder.

### **Insurer/We/Our/Us**

The Salvation Army General Insurance Corporation Limited (SAGIC)

**Insured Event**

The circumstances of an incident for which cover applies to an event covered by the Section.

**Insured Property**

The Insured Property described in Your Schedules.

**Period of Insurance**

The period commencing with the effective date shown in Your Schedules and ending 12 months later for which We agree to provide the insurance described in this Policy in return for Your payment of, or agreement to pay the premium.

**Personal Effects**

The term "Personal Effects" means clothing and personal property worn or carried in everyday life, including watches, jewellery, valuables, furs, leather goods, electronic items, mobile phones and sports equipment (when not in use).

**Policy**

The wording together with all Schedules, endorsements and notices attached or issued by the Insurers.

**Pollution**

Means:-

- i. Pollution or contamination by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring and
- ii. all loss destruction damage or Injury directly or indirectly caused by such Pollution or contamination

**Premises**

The Buildings stated in Your Schedules.

**Sections**

Details of the cover as set out in this Policy by Section, which correspond with the Sections shown in Your Schedules.

**Sum Insured / Limit of Liability**

The Sum Insured as shown in Your Schedules against any Section or Item, is the maximum we will pay for all claims arising out of any one incident.

**Territorial Limits**

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

**Money**

Coins, bank and currency notes, postal orders, money orders, securities for money, crossed bankers drafts, unused postage stamps, unrecorded cheques received, travellers cheques, National Savings stamps and certificates, premium bonds, luncheon vouchers, charity and consumer redemption vouchers, gift tokens, credit and debit card sales vouchers, Giro payment orders, Value Added Tax purchase vouchers, luncheon vouchers, gift tokens and unused credit on postal franking machines all belonging to You or for which You are responsible.

**Recorded Cheques**

Cheques that, as soon as they are received, are recorded electronically or in a book for that purpose and that is not kept with the cheques. The record must include the name and address of the payer and the value of the cheque.

**Transit**

Transit means whilst the money is being transported directly

- i. between the Premises and the home of any Employee with Your consent.
- ii. to or from the bank.

**Unoccupied**

Buildings or any part thereof that have become Unoccupied, untenanted or which have not been actively used for a period of more than 30 consecutive days.

**Unrecorded Cheques**

Unrecorded Cheques are those that have not been recorded immediately upon receipt in the way described in "Recorded Cheques".

**Valuables**

Jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals, works of art, sets of stamps, coins or medals all belonging to You, but not property more specifically insured by any other policy

## General Conditions

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Unless otherwise stated the following conditions apply to all Sections of this Policy:

**Schedules**

This Policy and Your Schedules (which form an integral part of this Policy) shall be read together as one contract and any words or expressions, to which specific meanings have been attached in any part of this Policy, or of Your Schedules, shall bear such specific meanings wherever they may appear.

**Non-disclosure & Misrepresentation**

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

**Reasonable Precautions**

You shall take all reasonable precautions to prevent Damage to the Insured Property.

**Alterations**

You must advise Us as soon as possible about any change in circumstance which increases the risk of Damage to the Insured Property.

**Cancellation**

We may cancel this Policy by giving 30 days' notice in writing by recorded delivery to Your last known address and We shall return a proportionate part of the premium of the unexpired period of the Policy. You may cancel this Policy by giving Us written instructions. Provided no claim has been made during the current Period of Insurance, You will be entitled to a proportionate return of premium for the unexpired period of this Policy, less an administration charge.

**Fraudulent claims**

If You, or anyone acting on Your behalf, make(s) a claim under this Policy knowing the claim to be false or fraudulent in any way, this Policy will become void and all claims under it will be forfeited. If You have made a deliberately false statement, or declaration in connection with the contract between You and Us, this Policy will become void and all claims under it will be forfeited.

**Data Protection Act 1998**

It is agreed by the Insured that any information provided to the Insurer regarding the Insured for the purpose of accepting insurance and handling any claims may if necessary be divulged to third parties provided that it will be processed by the Insurer in compliance with the provisions of the Data Protection Act 1998.

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

A person or company who was not party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this Condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.



**Average**

The Sum Insured under each Section of this Policy is declared to be separately subject to Average, except as stated herein.

A Sum Insured is declared to be subject to Average, if the Insured Property covered thereby shall at the commencement of any Damage hereby insured against, be collectively of greater value than such Sum Insured, then You shall be considered as being responsible for the difference and shall bear a rateable share of the loss accordingly.

## Claims Conditions (Applying to Sections A-B)

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### Action by You

**Immediate Notice**

On the happening of any event which may give rise to a claim You must tell Us immediately, or as soon as reasonably possible and give Us all the assistance we may reasonably require.

**Inform Police**

Inform the Police immediately if any Damage is caused by:

- i. Theft or any attempt thereat.
- ii. Malicious persons or vandals.
- iii. Riot, civil commotion, strikes or labour disturbances.
- iv. Impact by any Road Vehicle or animal.

**Supply Full Details**

Supply to Us at Your expense full details of the claim in writing including any supporting evidence and information (e.g. photographs) that We require within the following periods of time:

- i. 7 days for damage by riot, civil commotion, strikes, labour disturbances or malicious persons,
- ii. 30 days after any other Damage or accident.

**Minimise Loss**

Take immediate action so far as is reasonably practical to minimise loss, recover lost property and prevent further Damage or accident.

**Recoveries**

At Our request and at Our expense do or allow to be done everything reasonably required by Us, for the purpose of making recoveries from other parties, whether such action is necessary before or after We pay Your claim under this Policy.

**In respect of any claim under Section G – Personal Accident (Assault) only:**

- i. Medical Practitioner  
Arrange for the Beneficiary to place themselves under the care of a qualified medical practitioner whose advice they must follow.
- ii. Medical Evidence  
Provide to Us at Your expense all certificates, information and evidence that we require.

### Our rights

**Enter the Premise**

We or Our appointed representative have the right to enter any Building where Damage has occurred and take and keep any of the Insured Property and to deal with salvage in a reasonable manner. We have the right to the salvage of any Insured Property. You cannot abandon any property to Us.

**Benefit of Your rights**

We are entitled to take the benefit of Your rights against another person.

**Repair or Reinstate**

If We elect to repair, reinstate or replace any property, We shall only do so in a reasonably sufficient manner and We shall not spend more than the relevant Sum Insured.

**Arbitration**

Where We have accepted a claim under this Policy, but We and You cannot agree on the amount to be paid, the disagreement shall be referred to an arbitrator appointed by You and Us, in accordance with the statutory provisions for the appointment of an arbitrator. Where this occurs an award must be made by the arbitrator, before legal proceedings can be commenced against Us.

**Subrogation**

Any claimant under this Policy shall at the request and at the expense of Us, 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 its paying for or making good any Damage under this Policy, whether such acts and things shall be or become necessary or required before or after Your indemnification by Us.

**In respect of any claim under Section G – Personal Accident (Assault) only:**

- i. Medical Examination  
We have the right to require, at Our expense, the Beneficiary to undergo medical examination.
- ii. Post Mortem  
In the event of death of a Beneficiary, We shall be entitled to carry out a post mortem of the body at our Own expense.

**Our Responsibilities****We will:**

Deal with Your claim quickly, promptly and fairly.

Keep You informed on the status of Your Claim from time to time.

Once the claim is agreed, settle the claim promptly in accordance with the appropriate Basis of Settlement set out in this Policy.

**General Exclusions (Applying to Sections A-B)**

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In addition to the exclusions mentioned in each Section of this Policy, other than Section G – Personal Accident (Assault), under the paragraphs headed “What is not covered under Section G”, the following exclusions apply:

This Policy does not cover Damage caused by or resulting from:

**Intentional causes**

Intentional causes, at Your direction or with Your knowledge.

**War**

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or Damage to property by or under the order of any governments or public or local authority.

**Ionising Radiations or Radioactivity**

Any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## **Terrorism**

Any act of Terrorism, as defined in the next paragraph, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or 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:

- i. involves violence against one or more persons; or
- ii. involves damage to property; or
- iii. endangers life other than that of the person committing the action; or
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

Also excluded is any Damage, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

This exclusion does not apply to Section B – Terrorism.

## **Riot, etc in Northern Ireland**

Any Insured Property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- i. riot or civil commotion
- ii. any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association.

"Unlawful Association" means any organisation which is engaged in Terrorism and includes an organisation which at any relevant time is a prescribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act, 1973.

In any action, suit or other proceedings where We allege that by reason of this condition any Damage is not covered by this Policy the burden of proving that such damage is covered shall be upon You.

## **Electronic Data**

- i. Distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

- ii. However, in the event that a peril listed below results from any of the matters described in paragraph i. above, this Policy, subject to all its terms, conditions and exclusions, will cover Damage occurring during the period of insurance to the Insured Property directly caused by such listed peril.

Listed Perils:      Fire  
                         Explosion

## **Electronic Data Processing Media Valuation**

It is understood and agreed that should electronic data processing media included in Your Schedules suffer Damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of

copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

#### **Consequential Loss**

Consequential Loss of any kind or description except if coverage is specifically provided under any additional item included in Your Insurance Schedules as described under Sections A& H.

#### **Other Policies**

Recoverable under any other policy, except for a proportionate share.

#### **Pressure Waves**

pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

#### **Pollution**

as defined in the General Definitions and Interpretations other than Pollution resulting in Damage to property insured by this Policy or interruption of or interference with the Business not otherwise excluded caused by any of the following perils:-

Fire, Explosion, Aircraft, Earthquake, Riot, Malicious Damage, Storm, or Flood, Escape of Water, Impact, Sprinkler Leakage, Theft, or Subsidence all as defined in Section 1- Buildings and Contents of this Policy.

#### **Date Recognition Failure**

This Policy does not cover:-

- i. Damage
- ii. interruption of or interference with the Business
- iii. Costs and Expenses other than in connection with Employers' Liability
- iv. legal expenses

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

- i. correctly to recognise any date as its true calendar date
- ii. correctly to capture save retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii. correctly to capture save retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture save retain or process such data

Provided that (i) and (ii) shall not apply to

- a. subsequent Damage or
- b. subsequent interruption of or interference with the Business

not otherwise excluded which results from any of the following perils

Fire, Explosion, Aircraft, Earthquake, Riot, Malicious Damage, Storm, or Flood, Escape of Water, Impact, Sprinkler Leakage, Theft, or Subsidence all as defined in Section 1- Buildings and Contents of this Policy.

## **Complaints Procedure**

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We are committed to providing a first class standard of service to all our policyholders. However, if You have any cause for complaint You should, in the first instance, contact the Managing Director at the address below:-

#### **The Salvation Army General Insurance Corporation Ltd.**

Faith House, 23/24 Lovat Lane, London, EC3R 8EB

**e-mail:**complaints@sagic.co.uk

### **Our complaint procedure:-**

- i. All complaints whether written or oral are logged by the relevant SAGIC employee.
- ii. The SAGIC employee will try to resolve the matter during that working day.
- iii. If this cannot be done Your complaint will be acknowledged to You in writing on that day or within 24 hours.
- iv. Your complaint will be dealt with and We will endeavour to resolve it within 5 working days. If this does not happen You will be kept informed.
- v. If the SAGIC employee cannot resolve Your complaint it will be referred to the Managing Director who will respond within no more than a further 5 working days.

Our aim is to give You excellent service and We want You to be satisfied with the service You get from us. All complaints are recorded, along with their outcomes, so that We can learn from Our mistakes. So, while We aim not to give You cause for complaint, We want to hear from You if we do something You believe to be wrong. Ultimately, this will be of benefit to You and all Our policyholders.

Should You remain dissatisfied then please write to SAGIC's Chairman at the same address, further to this if the matter is not resolved to Your satisfaction You may be eligible to refer Your case to the Financial Ombudsman Service, eligibility criteria is available upon request.

The Financial Ombudsman Service can be contacted at:  
South Quay Plaza, 183 Marsh Wall, London, E14 9SR  
Tel: (+44) (0)845 080 1800  
Fax: (+44) (0)20 7964 1001

## **Elements of Policy Cover (Applying to Sections A-B)**

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Each section gives precise details of the cover You have chosen subject to any variation shown on Your Schedules or by separate document, together with any specific terms and conditions applying to that Section.

Within each Section is:

### **Definitions**

Explanation of the specific meaning of a number of words which, wherever they appear in this Section, always has the same meaning.

### **What is covered by the Section**

The events for which each item is covered by the Section of the Policy, subject to any variation shown on Your Schedules or any specific exclusions as detailed under each item.

### **What is not covered by the Section**

Description of events, circumstances or occurrences, which are not covered under the Section of the Policy.

### **Conditions which apply to the Section**

Fundamental matters that affect the way the Section of the Policy operates.

### **Warranties applying to the Section.**

These are requirements that You must comply with, otherwise any breach of a warranty may result in You not being covered.

## Section A – Buildings & Contents

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### Definitions (Applicable to Section A only)

#### Buildings

The Buildings which You use for Your Business at the Premises built of brick, stone or concrete and roofed with slates, tiles, concrete, metal or slabs composed of incombustible material unless otherwise advised to Us. Buildings include fixtures and fittings, fixed heating and lighting installations, windows (including coloured, painted, engraved or stained glass windows), satellite television receiving equipment, television or radio aerials, aerial fittings or masts, small outbuildings and lychgates irrespective of their construction, boundary walls, fences, gates, notice boards, paths, drives and paved areas and, so far as they are regarded as immovable, belonging to You or for which You have accepted legal responsibility.

Including Architects', Surveyors' & Consulting Engineers' Fees

The fees necessarily and reasonably incurred, with our prior approval in reinstating any Building after Damage, excluding fees in connection with the preparation of any claim.

#### Contents

Contents of common areas including furniture, furnishings, fixtures and fittings, all belonging to you or for which you have accepted responsibly in the common areas of The Premises.

Excluding:

- a. Money, credit or debit cards, other negotiable instruments.
- b. motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft.
- c. Property of Others.
- d. wearing apparel and personal effects.
- e. living creatures, trees, shrubs, plants or other vegetation.
- f. any property more specifically insured in this or any other Policy.
- g. Stock
- h. gold, silver, jewelry, precious stones, and furs unless the Schedule states otherwise

Including:

Tenants Improvements, internal decorations to ceilings and walls and improvements and additions of a like nature (other than Shop Fronts) belonging to You or for which You are responsible as tenant not as owner of the Premises.

### What is Covered Under Section A

If during the Period of Insurance the Insured Property described above and listed as insured in Your Schedule under this Section suffers Damage at the insured Premises caused by any Insured Event detailed below, We will pay in accordance with the terms of this Section for the cost of the Damage provided that the cause of the damage is not excluded under the appropriate Insured Event or is not excluded under the section 'What is Not Covered Under Section A'.

If the words "Not Insured" appear in this Section of the Schedule, this coverage does not apply to the Premises concerned.

#### Insured Events Under Section A

1. **FIRE, SMOKE, LIGHTNING, EXPLOSION**, but excluding:-
  - i. spontaneous fermentation or heating process  
fire due to its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat.
  - ii. explosion, caused by or consisting of:
    - a. the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under your control.

- b. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 2. **AIRCRAFT** or other aerial devices or articles dropped therefrom.
- 3. **EARTHQUAKE, VOLCANIC ERUPTION OR SUBTERRANEAN FIRE.**
- 4. **RIOT, CIVIL COMMOTION, STRIKERS, LOCKED - OUT WORKERS,** or persons taking part in labour disturbances or **MALICIOUS PERSONS,** but excluding Damage:-
  - i. arising from cessation of work due to riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, or malicious persons.
- 5. **STORM, FLOOD,** but excluding Damage:-
  - i. attributable solely to a change in the water table level.
  - ii. by frost, subsidence, ground heave or landslip.
  - iii. in respect of movable property in the open, fences, gates and decking.
  - iv. in respect of Stock unless raised at least 150mm (6 inches) above floor level.
- 6. **ESCAPE OF WATER FROM ANY TANK APPARATUS OR PIPE,** but excluding Damage:-
  - i. involving discharge or leakage from any automatic sprinkler installation.
  - ii. in any Building which is empty or not in use.
- 7. **DAMAGE TO ANY INTERNAL FIXED WATER TANK APPARATUS OR PIPE CAUSED BY FREEZING** when Buildings are insured, but excluding Damage:-
  - i. to any internal fixed water tank apparatus or pipe caused by freezing when Buildings are not insured.
- 8. **ESCAPE OF OIL FROM ANY FIXED OIL FIRED HEATING INSTALLATION.**
- 9. **IMPACT** by road vehicle, animal or train.
- 10. **THEFT OR ATTEMPTED THEFT** but excluding:-
  - i. Damage caused by or consisting of theft or attempted theft where any person in Your employment or service or any member of your family are concerned as principal or accessory.
- 11. **REPLACEMENT LOCKS AND KEYS IF THE KEYS TO THE BUILDINGS ARE STOLEN** from the Premises or from the home of person authorised to hold keys or as a result of the threat of or actual assault or violence. The cost of replacing locks is covered only if the keys are kept in a locked receptacle. The maximum amount payable for any one incident under this insured event is £1,000.
- 12. **SPRINKLER LEAKAGE,** that is to say, water being accidentally discharged or leaking from the automatic sprinkler installation(s) at the Premises, but excluding Damage:-
  - i. in any Building which is empty or not in use.
  - ii. to the automatic sprinkler installation(s) other than that caused by an insured event.
- 13. **DAMAGE BY FALLING TREES AND BRANCHES, TELEGRAPH POLES, LAMPPOSTS OR SIGNPOSTS,** including, where Buildings are insured the cost of removing those that cause Damage to the Buildings, but excluding Damage:-
  - i. by falling trees and branches, telegraph poles, lampposts or signposts.
  - ii. to fences, gates or decking.
- 14. **LEAKAGE OF BEVERAGES** from storage containers, pipes and apparatus, but excluding:-
  - i. leakage from bottled Stock.
  - ii. Damage to Stock unless raised at least 150mm (6 inches) above floor level.
- 15. **GOODS IN TRANSIT,** loss or Damage to the Contents insured by this section whilst in transit by vehicles owned, hired or leased by You (including loading and unloading) anywhere within the United

Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland, but excluding:-

- i. any amount exceeding £5,000 in respect of any one event.
- ii. deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or by theft or attempted theft.
- iii. any consequential or indirect loss of any kind, loss or market or Damage due to delay.
- iv. Damage to bills of exchange, promissory notes, money, securities for money, stamps, precious stones, jewelry, bullion or loss or death of or injury to living creatures.
- v. loss or Damage due to natural deterioration.
- vi. theft from any unattended vehicles unless:-
  - a. all keys are removed from the vehicle and the vehicle is securely locked at all points of access and any additional locking devices, immobilisers or alarms be in operation where fitted.
  - b. the vehicle is situated within a securely locked building or compound between the hours of 9.00pm and 6.00am.

**16. ANY OTHER ACCIDENTAL DAMAGE (Only insured if shown on your schedule), but excluding:-**

- i. normal maintenance and redecorating.
- ii. unexplained disappearance, inventory shortage or shortage due to error or omission.
- iii. Damage due to any insured event already covered by or excluded under any insured event in 1-15 above or any extension below.
- iv. Damage caused by or resulting from:
  - a. deliberate act of the Insured or the occupant or any member of the occupant's family.
  - b. wear, tear, depreciation or gradually operating cause including, but not limited to, rust, corrosion, damp, action of light, atmospheric or climatic conditions or frost.
  - c. vermin, moths, insects, parasites, woodworm, fungus, mildew, rot or frost.
  - d. domestic pets.
  - e. mechanical or electrical fault, breakdown, or failure.
  - f. subsidence, heave, landslide.
  - g. movement, settlement, shrinkage, expansion, collapse or cracking of the Buildings.
  - h. demolition, structural alteration or structural repair to the Buildings.
  - i. faulty workmanship, defective design, the use of defective materials.
  - j. inherent vice or latent defect.
  - k. any process of cleaning, dyeing, altering, repairing, renovating or restoring
  - l. marring, scratching or denting.
  - m. change in temperature, colour, flavor, texture, or finish.
- v. Damage to:
  - a. Money, clothing or Personal Effects of any description, or Personal Effects of Employees.
  - b. domestic pets, livestock, plants and trees.

**17. SUBSIDENCE (Only insured if shown on your schedule), or heave of the site beneath the buildings or Landslip causing the buildings or part of it to collapse, but excluding damage:-**

- i. to garden walls, outdoor swimming pools, fishponds, ornamental ponds and tennis courts unless the foundations beneath the external walls of your home are damaged at the same time.
- ii. caused by the bedding down of new structures or settlement of newly made up ground.
- iii. to solid floor slabs or resulting from their movement, unless the foundations beneath the external walls of your home are damaged at the same time.
- iv. caused by coastal erosion.
- v. resulting from demolition or structural repairs or alterations to the buildings.
- vi. due to faulty workmanship or design or defective materials in the building.



**18. WHEN BUILDINGS ARE INSURED:**

- 18.1. DAMAGE BY FALLING RADIO OR TELEVISION AERIALS, SATELLITE DISHES, FITTING OR MASTS,** but not Damage to the aerials, dishes, to masts themselves.
- 18.2. ACCIDENTAL DAMAGE TO UNDERGROUND PIPES AND SERVICES** subject to a maximum amount payable for any one incident under this insured event of £10,000, but excluding:-
- i. blocked drains, sewers and the like due to any material, substance or object entering the drains or sewers from your premises.
  - ii. due to wear, tear, deterioration or the pipes having reached the end of their normal life.
  - iii. Damage for which You are not legally liable
- 18.3. ACCIDENTAL DAMAGE TO FIXED SANITARY FITTINGS** where Buildings are insured or where Your Schedule indicates that this cover is provided, but excluding:-
- i. Damage for which You are not legally liable.
  - ii. Damage caused by repairs or alterations to the Premises.
- 18.4. CLEARING, CLEANING OR REPAIRING DRAINS GUTTERS AND SEWERS** for which You are responsible following Damage that is a valid claim under insured events 1 to 16 above.
- 18.5. DAMAGE TO GARDENS AND GROUNDS CAUSED BY THE EMERGENCY SERVICES** attending an incident at the Building that results in damage that is the subject of a valid claim under insured events 1 to 16 above, for reasonable costs of making good but not exceeding £2,500 for any one claim.
- 18.6. HEADSTONES, MONUMENTS AND MEMORIALS** rendered dangerous as a result of an insured event 1 to 16 above, for reasonable costs of making safe but not exceeding £1,000 for any one claim.
- 18.7. TRACE AND ACCESS,** in the event of Damage resulting from Insured Events 6 and 8 we will pay the reasonable costs necessarily incurred by the Insured in locating the source and subsequent making good but not exceeding £5,000 for any one claim.
- 18.8. RENT,** the cost of comparable alternative accommodation or loss of rent receivable for the period that the Buildings are uninhabitable in consequence of damage due to an Insured Event 1-16 under this Section. The maximum amount payable for any one incident is 20% of the sums insured of the Buildings or for a period of 12 months whichever is reached first.

**19 WHEN CONTENTS ARE INSURED:**

- 19.1. DAMAGE TO FALLING RECEIVERS AND AERIALS AND SATELLITE DISHES** and their fittings or masts, but not damage to the Buildings to which they are fitted.
- 19.2. LOSS OF METERED WATER** for which You are responsible. The maximum amount payable for any one incident under this insured event is £2,500.
- 19.3. THEFT DAMAGE TO BUILDINGS,** the insurance provided under insured event 10 of this Section extends to include Damage to Buildings caused by Theft or any attempt there at the Insured Premises.
- 19.4. EXHIBITIONS,** loss or Damage caused by any insured event 1-16 to Contents up to an amount of £5,000 whilst at an exhibition within Great Britain, Northern Ireland, the Channel Islands or Isle of Man.

**What is Not Covered Under Section A**

In addition to the exclusions detailed in the Section of the Policy entitled “General Exclusions” as far as they may apply, this Section does not cover:

**Excess**

In respect of each and every loss arising out of one event, We shall not be liable for the amount of the Excess stated in Your Schedule.

**Pair or Set**

The cost of replacing undamaged items or part of an item solely because it forms part of a set, suite, pair, or one of a number of items of a similar nature, colour or design.

**Unoccupancy**

If the Premises are Unoccupied, the cover is limited to Insured Events 1 to 3 above only unless specifically endorsed to the contrary on this Policy in writing, signed by our representative.

**Conditions Applying to Section A**

In addition to the conditions detailed in the Section of the Policy entitled "General Conditions" as far as they may apply, the following conditions apply to this Section:

**Capital Additions**

We will cover Damage by an Insured Event to:

- a. alterations, additions or improvements to the Buildings or Contents insured
- b. newly acquired property in the United Kingdom in so far as it is not otherwise insured during the period of insurance provided that:
- c. such alterations, additions, improvements or newly acquired property at any one location do not exceed 10% of the total sum insured on Buildings and Contents or £250,000 whichever is the less
- d. You undertake to give details of such alterations, additions or improvements as soon as practicable and in any event within 180 days, and pay any additional premium that may be due from the inception of such cover.

**Contents Temporarily Removed**

The insurance extends to cover Damage by the Insured Events 1 to 14 and 17.1 in "What is Covered Under Section A" above to Contents while temporarily removed from the Premises within the Geographical Limits of the Policy,

- a. for cleaning, renovation and repair.
- b. while in the custody and control of any of Your authorised officers, members or Employees.
- c. to another of Your Premises.
- d. to a bank, including in transit to or from the bank.

But the following are excluded:

- a. damage by theft unless the theft is from a building and involves violent and forcible entry to or exit from that building .
- b. damage due to malicious persons or vandals.
- c. damage caused by storm or flood to property not in a building.
- d. damage to property removed for sale or exhibition or to a furniture depository.
- e. any amount exceeding 10% of the Contents Sums Insured

**European Community and Public Authorities Requirements**

The insurance in respect of Buildings of this Section of this Policy extends to include such additional cost of reinstatement of the damaged Insured Property as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any European Community legislation or Act of Parliament or Statutory Regulations or with Bye-Laws of any Municipal or Local Authority provided that:

- i. The amount recoverable under this Extension shall not include:
  - a. the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:
    1. in respect of Damage occurring prior to the granting of this extension.
    2. in respect of Damage not insured by this Policy.
    3. under which notice has been served upon you prior to the happening of the Damage.
    4. in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of property damaged.
  - b. the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to

- c. the amount of any rate, tax, duty, development, or other charge, or assessment, arising out of capital appreciation which may be payable in respect of the property, or by the owner thereof, by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
- ii. The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the Damage, or within such further time as We may, (during the said twelve months) in writing, allow and may be carried out wholly or partially upon another site (if the aforesaid Regulation or Bye-Laws so necessitate) subject to our liability under this extension not being thereby increased.
- iii. Our liability under this Policy, apart from this extension, shall be reduced by the application of any of the terms and conditions of this Policy then Our liability under this extension (in respect of any such item) shall be reduced in like proportion.
- iv. The total amount recoverable under any item of this Policy shall not exceed the Sum Insured thereby.
- v. All the terms and conditions of this Policy, except insofar as they may be hereby expressly varied, shall apply as if they had been incorporated herein.

### **Extinguishment Expenses**

Insurers will pay the reasonable costs You incur for refilling fire extinguishment appliances and replacing used sprinkler heads but excluding

- a. costs other than as a direct result of Damage caused by an Insured Peril
- b. any amount in Excess of £2,500

### **Flat Roofs**

Any flat portion of the roof is to be inspected on a bi-annual basis by a competent roofing contractor and any recommendations implemented. We shall not be liable for the first £250 for each and every claim attributable to Storm on that part of the building with a flat roof.

### **Index Linking**

The Sum Insured on any Item insured under this Section will be increased by a percentage determined by the Insurers and such revised Sum Insured in the absence of advice from you to the contrary will be deemed to apply for the ensuing Period of Insurance.

### **Limit of Liability**

The maximum amount payable during any Period of Insurance under any Specified Item is the Sum Insured shown in the Schedule for the Specified Item.

### **Reinstatement**

In the event of the Insured Property of this Policy being damaged, the basis upon which the amount payable under each item of the Policy is to be calculated shall be the reinstatement of the property damaged, subject to the following SPECIAL PROVISIONS and subject also to the terms and conditions of this Policy, except insofar as the same may be varied hereby. For the purposes of the insurance under this condition "reinstatement" shall mean:

The carrying out of the after mentioned work, namely:

- a. Where property is damaged beyond repair, the rebuilding of the property, if a Building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
- b. Where property is damaged, the repair of the Damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

### **SPECIAL PROVISIONS**

- a. The work of reinstatement (which may be carried out upon another site and in any manner suitable to your requirements, subject to Our liability not being thereby increased) must be commenced and carried out with reasonable dispatch; otherwise no payment beyond the amount which would have been payable under this Policy, if this condition had not been incorporated therein shall be made.
- b. When any Insured Property under this condition is damaged in part only, Our

liability shall not exceed the sum representing the cost that We could have been called upon to pay for reinstatement, if such property had been wholly destroyed.

- c. No payment beyond the amount which would have been payable under this Policy, if this condition had not been incorporated therein, shall be made until the cost of reinstatement shall have been actually incurred.
- d. Each item insured under this condition is declared to be separately subject to the following condition of Average, namely:

If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the time of the damage occurring, then You shall be considered as being your own Insurer for the difference between the Sum Insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

- a. No payment beyond the amount which would have been payable under this Policy, if this condition had not been incorporated therein, shall be made if at the time of any Damage to any Insured Property hereunder, such property shall be covered by any other insurance effected by or on Your behalf, which is not upon the identical basis of reinstatement set forth herein.
- b. Where by reason of any of the above special provisions, no payment is to be made beyond the amount which would have been payable under this Policy if this condition had not been incorporated therein, the rights and liabilities of Us and You in respect of the Damage shall be subject to the terms and conditions of the Policy, including any Condition of Average therein, as if this condition had not been incorporated therein.

#### **Removal of Debris**

The Insurance of Buildings under Section A – Fire and Special Perils of this Policy extends to include costs and expenses necessarily incurred by You with Our consent in:

- i. removing debris.
- ii. dismantling and/or demolishing.
- iii. shoring up or propping.

of the portion or portions of the damaged Insured Property.

Provided the total claim payable does not exceed the Sum Insured.

#### **Sprinkler Installation**

- i. You shall take all reasonable steps to prevent frost and other damage to the sprinkler installation(s) and so far as Your responsibility extends, maintain the installation(s) including the automatic external alarm signal in efficient condition.
- ii. In the event of any discharge or leakage from the said installation(s), You shall do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the Insured Property.
- iii. When any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed written notice thereof is to be given to us and our agreement obtained in writing.
- iv. When it is proposed to have the automatic sprinkler system turned off, for whatever reason, written notice thereof is to be given to Us and Our agreement obtained in writing, before the installation is actually turned off.
- v. We shall have access to the Premises at all times for the purposes of inspection and if we notify You of defects in the construction or condition of the automatic sprinkler installation(s) requiring alteration or repairs We may also at Our option by notice in writing suspend this insurance until such alterations or repairs be made and approved by us.

#### **Subrogation Waiver**

In the event of a claim arising under this Section the Insurers agree to waive any rights remedies or relief to which they may become entitled by subrogation against any company:-

- i. in the relation of holding company or subsidiary to You
- ii. which is a subsidiary of a parent company of which You are yourself a subsidiary

in each case within the meaning of the relevant companies' legislation current at the time of the Damage

#### **Transfer of Interest**

If at the time of damage to any building hereby insured, you shall have contracted to sell your interest in such

building and the purchase shall not have been, but shall be thereafter completed, the purchaser on the completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the purchaser against such damage, shall be entitled to the benefit of this Policy, so far as it relates to such damage, without prejudice to your rights and liabilities under this Policy, up to the date of completion.

#### Warranties Applying to Section

##### **Fire and Intruder Alarm**

It is warranted that when a fire and/or an intruder alarm system is installed in a Building at the Premises:

- i. Each system shall be installed in accordance with an agreed specification and no alteration or variation of each of the systems or any structural alteration to the Buildings, which would affect the systems, shall be made without Our written consent.
- ii. Each system shall be maintained in full and efficient working order at all times and be serviced under maintenance contracts and immediate notice of any apparent defect in either of the systems or their signaling shall be given to the maintenance contractors.
- iii. The intruder system shall be tested and set whenever the alarmed portion of the Premises is not attended by You or any person authorised by You to be responsible for the security of the Premises, provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times.
- iv. You must tell Us immediately of any notice from the Police or a security organisation that intruder alarm system signals may be or will be disregarded.

##### **Keys**

You must:

- i. remove from the Premises all keys to the exit doors and safes or strongrooms, including duplicate keys, details of combination lock numbers, electronic pass codes and letters and numbers relative to safes, strongrooms or intruder alarms whenever the Premises are closed or left unattended.
- ii. ensure that such keys are kept on the person of a responsible individual or individuals or kept in a locked receptacle at other times.

##### **Security**

It is warranted that all protective devices including locks and bolts fitted to Buildings at the Premises be brought into use whenever the Premises are not attended by You or by any person authorised by You to be responsible for the security of the Premises.

## Section B– Terrorism

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#### Definitions (Applying to Section B only)

##### **Insured Property**

The property shown as insured in Your Schedule, as defined in Section A – Buildings & Contents situated in England and Wales and Scotland only, but not the Territorial Seas adjacent thereto and defined by the Territorial Seas Act 1987.

##### **Act of Terrorism**

For the purposes only of the cover provided under this Section B – Terrorism, an Act of Terrorism is an act or acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, but fore or violence, of Her Majesty's government in the United Kingdom or any other government de jure or defacto.

##### **Denial of Service Attack**

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity of information systems. Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

**Hacking**

Unauthorised access to any computer or other equipment or component or system or item which processes store or receives data, whether your property or not.

**Virus or Similar Mechanism**

Program code, programming instruction or set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs.

**Phising**

Access or attempted access to data or information made by means of misrepresentation or deception.

**What is covered under Section B**

If Section B – Terrorism is in force and during the period of insurance the Insured Property described above suffers damage at the Premises caused by the Insured Event detailed below, we will pay in accordance with the terms of this Section for the cost of the Damage.

If the words “Not Insured” appear in this Section of the Schedule, this coverage does not apply to this Policy.

**Insured Event Under Section B**

An Act of Terrorism, not otherwise excluded, resulting in Damage to the Insured Property

NB Terrorism cover does not apply to Northern Ireland, Isle of Man or the Channel Islands.

**What is Not Covered Under Section B**

In addition to the exclusions detailed in the part of the Policy entitled “General Exclusions” as far as they may apply, this Section does not cover:

- i. anything excluded by the subsection “What is not covered under Section A” as far as they may apply.
- ii. any loss or Damage whatsoever:
  - a. occasioned by riot, civil commotion, war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
  - b. directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from Damage to any computer equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether your property or not, where such damage is caused by Virus or Similar Mechanism of Hacking or Denial of Service Attack; including consequential loss directly or indirectly caused by or arising from virus or Similar Mechanism or Hacking or Denial of Service Attack.

**Conditions Applying to Section B**

In addition to the conditions detailed in the part of the Policy entitled “General Conditions” as far as they may apply, the following conditions apply to this Section:

- i. The insurance by this section applies only to the property insured under Section A – Buildings & Contents in so far as it is also included in the schedule applying to Section B Terrorism.
- ii. This Section is subject to the conditions set out in Section A – Buildings & Contents insofar as they can be applied.

**Warranties Applying to Section B**

All warranties shown under Section A –Buildings & Contents shall apply to this Section.

## Section C – Property Owners’ Liability

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### Definitions (Applying to Section C only)

#### Agreement

The tenancy, rental or other contract between you and the hirer concerning the use of the Premises

#### Attendance expenses

The Insured Person's salary or wages for the time that the Insured Person is off work to attend any arbitration, court or tribunal hearing at the request of the representative or while attending jury service. We will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for. The amount We will pay is based on the following:-

- i. the time the insured person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.
- ii. if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages.
- iii. if the Insured Person works part-time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

#### Bodily injury

Death, illness, injury or disease

#### Business

Means Business described in the Policy Schedule including

- i. the ownership (including maintenance) of Buildings specifically insured by this Policy.
- ii. the provision and management of canteen, social, sports and welfare facilities for Your Employees.
- iii. first aid, fire and ambulance services.
- iv. private work carried out with Your consent for You or any of Your directors partners or other senior officials of Your Business by any of Your Employees within the Geographical Limits.

#### Claim

Your request to Us for indemnity, reimbursement or benefit under the terms of this Policy, provided that a claim includes a single loss or series of losses from one event consequent on or attributable to one source or original cause.

#### Claim made

Any claim notified to Us, or any circumstances which may give rise to a claim that You discover and notify to Us, during the Period of Insurance.

#### Costs and expenses

Legal costs and expenses recoverable from You by any claimant; defence costs and expenses incurred with Our written consent.

#### Damage / damaged

Physical loss, destruction or damage.

#### Employee

- i. any person under a contract of service or apprenticeship with You.
- ii. a person under a contract of service or apprenticeship with some other employer and who is hire to or borrowed to You.
- iii. a labour master or person supplied by him.
- iv. a person engaged by a labour only sub-contractor.
- v. a self-employed person working on a labour only basis under Your control or supervision.
- vi. a driver or operator of hired-in plant.
- vii. a trainee or person undergoing work experience.
- viii. a voluntary helper.

- ix. persons working under the Community Offenders Act 1978 Community Offenders (Scotland) Act 1978 or similar legislation.
  - x. at your request outworkers or home workers employed under contracts to execute personally any work in connection with the Business.
- whilst engaged in working for the Insured in connection with the Business.

**Hirer**

Any person or organisation hiring the premises under an agreement with you.

**Hirer's employee(s)**

Any person:

- i. under a contract of service or apprenticeship with the hirer.
- ii. who is hired to, supplied to or borrowed by the hirer.
- iii. engaged under a work experience or similar scheme.
- iv. helping as a volunteer.
- v. while under the hirer's direct control and supervision and working for the hirer at the premises in connection with the agreement.

**Insured person**

The insured and the directors, Trustees, partners, managers, officers, committee members, governors, Employees and any other individuals declared to Us by the Insured.

**Medical malpractice**

Any actual or alleged negligent act, error or omission in rendering or failing to render medical professional treatment or services which results in Bodily Injury.

**Offshore**

Embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel, until disembarkation from the conveyance onto land from such offshore rig, platform or service or accommodation vessel; whilst on any offshore rig, platform or service or accommodation vessel.

**Period of insurance**

The period shown on the Schedule for which You have paid, or agreed to pay, and We agree to accept the premium.

**Premises**

The Premises stated in the Schedule.

**Products**

Goods (including their containers, packaging, labelling or Instructions) no longer in Your custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by You from or in the Territorial Limits in connection with Your activities.

**Territorial limits**

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

**Trustee:** any natural person who was, is or becomes a (an):

- i. Trustee.
- ii. director.
- iii. officer.
- iv. governor.
- v. member of a committee of management.
- vi. shadow or de facto director.
- vii. Employee acting in a managerial or supervisory capacity of the charitable body.

**Wrongful act:**

Any actual or alleged breach of trust, breach of duty, breach of warranty or authority, breach of statutory law, omission, neglect, error, misstatement, misleading statement, libel, slander, wrongful trading or any other act



wrongfully committed or attempted by any trustee of the Business when carrying out his/her duties as a Trustee of the Business.

**You/your/the insured/ policyholder**

The person(s), company, or organisation (including a body of trustees) named in the Schedule as the policyholder.

**What is covered under Section C**

We will indemnify The Insured against

- i. legal liability to pay Compensation, and
- ii. Costs and Expenses in respect of accidental
  - a. Personal Injury
  - b. Damage to Property
  - c. obstruction, trespass, nuisance or interference with any right of way, air, light or water which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

- i. the United States of America or any territory within its jurisdiction
- ii. Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

**What is not covered under Section C**

- i. Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
  - ii. the ownership, possession or use by or on behalf of The Insured of any
    - a. aircraft, aerial device or hovercraft.
    - b. watercraft exceeding eight metres in length.
    - c. motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
      - 1. where described in the Motor Contingent Liability Clause.
      - 2. the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
  - iii. Damage to Property
    - a. which You own or is loaned, leased, hired or rented to The Insured
    - b. which is held in trust or in the custody or control of
      - 1. The Insured
      - 2. any other party who is carrying out work on Your behalf other than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.
    - c. which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
  - iv. Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
    - a. Products Supplied (other than Products Supplied under a separate contract).
    - b. The Works.
- recalling or making refunds in respect of
- a. Products Supplied.
  - b. The Works.
- i. advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
  - ii.
    - a. the carrying out of any work

- b. any Products Supplied which affects or could affect
      - 1. the navigation, propulsion or safety of any aircraft or other aerial device.
      - 2. the safety or operation of nuclear installations.
- iii. Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.  
All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- iv.
  - a. work in or on and travel to, from or within
  - b. Products Supplied to any offshore
    - 1. accommodation, exploration, drilling or production rig or platform.
    - 2. support vessel.
- v.
  - a. liquidated damages.
  - b. penalty clauses.
  - c. fines.
  - d. aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- vi. liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.
- vii. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - a. Terrorism
  - b. any action taken in controlling, preventing, suppressing or in any way relating to (a) above
 except as stated in **Special Provision - Terrorism** below.

#### **Special Provision - Terrorism**

Subject otherwise to the terms of the policy Neither of the exclusions in (12)(a) and (12)(b) above shall apply to the Property Owners Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to

- a. £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause.
    - b. £5,000,000 in respect of all events happening in any one Period of Insurance in respect of Products Supplied. or any other amount specified in the policy for Property Owners Liability whichever is the lower.
- viii. the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.  
You will reimburse any such amount paid by Us.
- ix.
  - a. exposure to
  - b. inhalation of
  - c. fears of the consequences of exposure to or inhalation of
  - d. the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos.
- x. any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
  - a. Virus or Similar Mechanism
  - b. Denial of Service Attack
  - c. unauthorised access to or use of Computer and Electronic Equipment.  
However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.

- xi. Products Supplied other than
  - a. the sale or supply of food and drink
  - b. the disposal of furniture and office equipment previously used in the course of The Business.

### Conditions Applying to Section C

#### Premium Adjustment

- i. At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion. In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.
- ii. Where it is stated in The Schedule that declarations apply
  - a. You will, within one month after the Expiry Date shown in The Schedule, supply the information We require and
  - b. We will adjust the premium for the expired period subject to any minimum premium(s) applying.

#### Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

#### Unoccupancy

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with any building You own, hire or rent which is Unoccupied

- i. all mains services are isolated and tanks drained unless required for the maintenance of alarms, fire detection systems or sprinklers
- ii. all flammable and combustible materials are removed
- iii. all external doors and windows are closed and securely locked and other similar precautions taken to prevent unauthorised access
- iv. arrangements are in force to check the unoccupied building internally and externally at least every seven days for evidence of unauthorised access.

### Extensions Applying to Section C

#### Additional Activities

The Business includes

- i. ownership, use and upkeep of Your premises.
- ii. upkeep of vehicles and plant which are owned and used by You.
- iii. Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- iv. Your first aid, fire, security and ambulance services.
- v. Your participation in exhibitions.
- vi. private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

#### Buildings Temporarily Occupied

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide indemnity in respect of Damage to

- i. premises and their contents which You own or are loaned, leased, hired or rented to
  - a. The Insured.
  - b. any other party who is carrying out work on Your behalf.
- ii. The Works.

**Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990**

We will indemnify The Insured in respect of

- i. legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- ii. costs of prosecution awarded against The Insured which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- i. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- ii. in respect of proceedings which result from any deliberate act or omission by You.
- iii. where indemnity is provided by another insurance policy.

**Contractual Liability**

We will indemnify The Insured in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

**Cross Liabilities**

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

**Data Protection Act 1998**

We will indemnify The Insured in respect of

- i. legal fees and defence costs
- ii. legal liability for Compensation to an individual
  - a. the subject of personal Data The Insured holds and
  - a. who suffers damage or distress caused by
    - 1. inaccuracy of Data
    - 2. loss of the Data
    - 3. unauthorised destruction or disclosure of the Data
    - 4. unauthorised access to the Data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- i.
  - a. Personal Injury other than as provided by this Clause
  - b. Damage to Property
  - c. fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
  - d. libel, slander or defamation.
- ii. consequential losses.
- iii. liability
  - a. as a result of You having authorised the destruction or disclosure of the data
  - b. which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.
- iv. any fine or statutory payment.
- v. liability which arises solely by reason of the terms of any agreement.

- vi. liability in respect of liquidated damages or under any penalty clause.
- vii. legal costs or expenses or financial losses in respect of any order
  - a. for rectification or erasure of data
  - b. requiring that Data to be supplemented by any other statements.
- viii. proceedings relating to Compensation for any
  - a. Employee if the Employers' Liability Section of this policy is not in force
  - b. third party if the Property Owners Liability Section of this policy is not in force.

#### **Defective Premises**

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- i. the Defective Premises Act 1972
- ii. the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

#### **Employees' and Visitors' Personal Belongings**

We will indemnify The Insured in respect of legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- i. loaned, leased, hired or rented to The Insured.
- ii. stored for a fee or other consideration by The Insured.
- iii. in the custody or control of The Insured for the purposes of being worked upon.

#### **Environmental Statutory Clean-Up Costs**

We will indemnify The Insured against

- i. the cost of carrying out Remediation, and/or
- ii. paying for Clean-Up Costs

pursuant to a lawful notice or demand served upon The Insured under any environmental protection legislation in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by any Enforcing Authority provided that such cost or costs arise from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place. The maximum We will pay, including Costs and Expenses, is £100,000 in respect of all events in any one Period of Insurance. The limit above forms part of, and is not in addition to, The Limit of Indemnity stated in The Schedule for the Property Owner's Liability Section.

We will not provide indemnity

- i. in respect of any work (whether preventive or otherwise) in respect of property
  - a. which You own or is loaned, leased, hired or rented to The Insured.
  - b. which is held in trust or in the custody or control of
    - 1. The Insured
    - 2. any other party who is carrying out work on Your behalf.
  - c. which requires to be insured under the terms of Clause 6.5.1. of the Standard form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
- ii. in respect of any work involving the reinstatement or reintroduction of flora or fauna.
- iii. in respect of any fines or penalties.
- iv. in respect of any Complementary or Compensatory Remediation as defined by the Environmental Damage (Prevention and Remediation) Regulations 2009 and any successor and/or amending legislation.
- v. in respect of costs of preventing any imminent threat of environmental damage where such costs are incurred in the absence of Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident.

- vi. in respect of costs of achieving any improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences.
- vii. where indemnity is provided by another insurance policy.

#### **Financial Loss - Property Owners**

We will indemnify The Insured in respect of legal liability for Financial Loss as a direct result of the failure to provide any Property or service in connection with Property Insured as detailed under the Property Damage Section of this policy.

The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is £500,000.

This indemnity only applies to claims made against The Insured during the currency of this clause or within 30 days of its expiry.

We will not provide indemnity

- i. in respect of Financial Loss as a result of
  - a. circumstances which, at inception of this Property Owner's Liability Section, The Insured knew or ought to have known about and which were likely to give rise to a claim.
  - b. fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood.
  - c. passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right.
  - d. libel, slander or defamation.
  - e. liability under the Data Protection Act 1998 or any subsequent amending legislation.
  - f. any diminution in value of any Property.
  - g. the failure or partial failure of any managing agent to fulfil their obligations under any contract.
  - h. any consequence whatsoever directly or indirectly caused by or contributed to or arising from
    - 1. the presence
    - 2. the release of Asbestos including any product containing Asbestos.
- ii. for the first 5% or £1,000, whichever is the greater, of Compensation, Costs and Expenses in respect of each and every loss.

#### **Hired or Rented Premises**

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- i. the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.
- ii. liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
- iii. Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

#### **Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify You in respect of

- i. legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- ii. costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- i. unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- ii. in respect of proceedings which
  - a. result from any deliberate act or omission by You.
  - b. relate to any Employee.
- iii. in respect of any
  - a. fines.
  - b. remedial or publicity orders or any steps required to be taken by such orders.
- iv. where indemnity is provided by another insurance policy.

#### **Legal Expenses arising from Health and Safety Legislation**

We will indemnify The Insured in respect of

- i. legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- ii. costs of prosecution awarded against The Insured which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- i. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- ii. in respect of proceedings which
  - a. result from any deliberate act or omission by You.
  - b. relate to the health and safety of any Employee.
- iii. where indemnity is provided by another insurance policy.

#### **Legionella**

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with any Premises owned, hired or rented by You that You comply with the Health and Safety Commissions Approved Code of Practice - The control of legionella bacteria in water systems Ref ISBN 0-7176-1772-6 or any amending Code of Practice.

We will indemnify You in respect of Pollution or Contamination caused by the discharge dispersal release or escape of legionella bacteria from premises owned, hired or rented by The Insured where the Pollution and Contamination is not caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place.

This indemnity only applies to claims made against You during the currency of this Clause or within 30 days of its expiry. The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- i. any occurrence happening before the inception date of this Clause under this policy.
- ii. any agreement unless liability would have existed otherwise.

If We do not offer The Insured renewal of the cover provided by this Clause We will indemnify The Insured in respect of any occurrence happening during the currency of this Clause and before the expiry of the last Period of Insurance provided that

- i. claims are made in writing within 90 days of the last Period of Insurance.
- ii. You exercise the right granted by this Clause no later than 30 days after the last Period of Insurance.
- iii. You pay the premium required by Us, which shall not exceed 20% of the annual premium, or pro rata equivalent thereof, applicable to the last Period of Insurance.
- iv. The maximum We will pay, including Costs and Expenses, in respect of all claims made against You during the last Period of Insurance and within the amount of days shown in (1) above is the amount specified above as applying to this Clause.

**Motor Contingent Liability**

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- i.
  - a. not owned by
  - b. not loaned, leased, hired or rented to

You nor provided by You and

- ii. being used in connection with The Business in The Territorial Limits.

We will not provide indemnity

- i. in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
- ii. while the vehicle is being driven by
  - a. You.
  - b. any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- iii. where indemnity is provided by another insurance policy.

**Overseas Personal Liability**

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- i. where liability arises from
  - a. any agreement unless liability would have existed otherwise.
  - b. ownership or occupation of land or buildings.
  - c. the carrying on of any trade or profession.
  - d. ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
- ii. where indemnity is provided by another insurance policy

**Payment for Court Attendance**

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- i. You, each director or partner is £500 per day.
- ii. each Employee is £250 per day.

**Libel/Slander**

- i. We will, in respect of any claim made against The Insured while this endorsement is in force or within 12 months of its cancellation provided the cause of the claim occurred while the endorsement was in force, indemnify The Insured in respect of
  - a. Compensation
  - b. Costs and Expenses as a result of
    - 1. libels in any Publication.
    - 2. slanders made in the course of The Business.
    - 3. infringement of any trade mark, registered design, copyright or patent right arising from the contents of any Publication.
    - 4. slander of title to goods.
- ii. All claims arising out of one cause, whether or not all such claims are made against The Insured in the same Period of Insurance, will be treated as one claim.
- iii. The maximum We will pay, inclusive of Costs and Expenses, in respect of
  - a. any one claim, and



- b. the total of all claims in any one Period of Insurance is £250,000 or any other amount shown in The Schedule as applying to this endorsement.
- iv. We will not provide indemnity in respect of
  - a. withdrawing, recalling or replacing any Publication.
  - b. liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement.
  - c. actions brought in a court of law outside The Defined Territories.
  - d. 10% of each and every claim.

**Definition**

"Publication" shall mean any written material produced in the course of The Business.



# SAGIC

Insurance that changes lives



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