

## **Policy Endorsements**

(Applicable only if specified in the **Schedule**)

### **CP1 - Auditorium Condition**

It is a condition precedent to liability that the provision be made for the carrying out of an examination of the **Buildings** for smouldering matches, tobacco or other material at the close of **Business Hours** each day and for signed reports to be made thereon daily by the **Employee** detailed to make the examination and for such reports to be checked at least weekly by the Management. It is further understood and agreed that all ashtrays and the like be emptied in to a lidded metal bin and that the bin be removed from the **Buildings** at the close of business each day.

### **CP2 - Composite Panel Conditions**

It is a condition precedent to liability that in respect of any **Building** containing composite panels that;

- a) suitable fire extinguisher appliances to be supplied in all cooking areas
- b) ducting, conduit wiring and hot flues be adequately protected within fire resistant sleeves where passing through composite panels
- c) at least weekly inspections to be undertaken by the **Insured** to check for damage to composite panels or panel joints. Any defects found to be rectified without delay or replaced by a panel with a non-combustible core within 7 days
- d) no repairs to be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources
- e) all heat sources to be kept at least 2 metres from any composite panelling or such panelling to be of a non-combustible core
- f) no external storage of combustible stock, packaging pallets, waste or waste skips or bins within 10 metres of the **Buildings**
- g) any work involving the application of heat must only be carried out by a qualified Contractor and the **Insured** is to ensure the Contractor has adequate Public Liability Insurance in force and shall confirm same through sight of certificate of insurance. Subrogation rights against such Contractor shall not be waived by the **Insured**. The following conditions precedent to liability apply:
  - i) the area in which work is to be carried out shall be adequately cleared and combustible materials shall be removed to a distance not less than 6 metres from the area of proposed work
  - ii) if work is to be carried out overhead then the area beneath shall be similarly cleared and all combustible materials removed
  - iii) suitable fire extinguisher with a capacity of not less than 9 litres shall be kept available for immediate use
  - iv) blow lamps and blow torches shall be lit in as short a time as possible before use and extinguished immediately after use
  - v) lighted blow lamps and torches shall not be left unattended
  - vi) half an hour after each period of work a thorough examination shall be made of and in the area in which works have been undertaken
  - vii) if work is to be carried out in the vicinity of composite/sandwich panels then such panels must be protected by non-combustible blankets drapes or screens.

### **CP3 - Daily Waste Condition**

It is a condition precedent to liability that all combustible trade waste and refuse will be removed from the **Buildings** every night.

### **CP4 - Electrical Circuit Maintenance Condition**

It is a condition precedent to liability that fixed electrical installations are tested by an NICEIC (National Inspection Council for Electrical Installation Contracting) or ECA (Electrical Contractors Association) registered contractor at least once in every 3 year period and an IEE test certificate is issued showing no deviations.

### **CP5 – External Smoking Condition**

It is a condition precedent to liability that smoking will be prohibited throughout the **Premises** except in specifically designated external areas, and suitable notices to this effect will be displayed in prominent positions. Metal receptacles are to be provided for waste materials and kept at least 2 metres from the **Buildings**.

## **Policy Endorsements continued**

(Applicable only if specified in the **Schedule**)

### **CP6 - First Loss Average Clause**

When the **Sum Insured** is shown as being First Loss in the **Schedule** the applicable item of this Section is subject to the Condition of Average (First Loss), that is to say, if the total value of all property covered by the item shall at the time of any loss be greater than the value notified by the **Insured**, then the **Insured** shall be entitled to recover hereunder only such proportion of the said loss as the said notified value bears to the total value, up to but not exceeding the **Sum Insured** for the item.

### **CP7 - Flat Roof Maintenance Condition**

It is a condition precedent to liability in respect of **Damage** by storm, tempest and flood that any flat felted roof portion of the **Premises** shall have been inspected at least once every 2 years by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately.

### **CP8 - Fork Lift Truck Conditions**

It is a condition precedent to liability where fork lift trucks are recharged at the **Premises** that;

- a) combustible materials to be kept a minimum of 5 metres clear of the recharging area
- b) no recharging of fork lift trucks whilst the **Premises** are left unattended.

### **CP9 - Frying and Cooking Equipment Conditions**

It is a condition precedent to liability that;

- a) all frying and other cooking ranges, equipment, flues and exhaust ducting will be kept securely fixed and free from contact with combustible materials
- b) all extraction hoods, canopies, filters and grease traps will be cleaned at least every 2 weeks
- c) all extraction ducts will be cleaned regularly and maintained and checked at least once every 6 months by a specialist contractor
- d) the record of such cleaning and servicing of the extraction ducts will be kept elsewhere other than at the **Premises** and will be made available for inspection at any time
- e) frying equipment will be installed used and maintained in accordance with the manufacturer's instructions
- f) multi purpose fire extinguishers and at least one fire retardant blanket which conforms to the relevant British Standard suitable for extinguishing oil and fat fires will be kept in close proximity to the working area of the range and maintained ready for use
- g) frying ranges will not be left unattended whilst in use
- h) all naked flames (other than pilot lights) and all electrical elements will be turned off at the close of the working day.

### **CP10 - Metal Workers Waste Condition**

It is a condition precedent to liability that all oily and/or greasy waste and used cleaning cloths which remain in the **Buildings** overnight will be kept in metal receptacles with metal lids and removed from the **Buildings** at least once a week.

### **CP11 - Minimum Security Requirements (B)**

It is a condition precedent to liability that **Damage** caused by theft or attempted theft is not covered unless;

- 1) the Minimum Security Requirements (A) as stated in the **Policy** Conditions is complied with
- 2) the intruder alarm is installed and put into full and effective operation at night and whenever the **Premises** are closed for business or left unattended. We will not regard the intruder alarm as effective if the specification or system record provides for a telephone line, direct line or central monitoring station warning system and the **Insured** have had notice of the withdrawal of the Police, telephone or central monitoring station service and such service has actually been withdrawn
- 3) the intruder alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS), or the Security System and Alarm Inspections Board (SSAIB) or approved by **Underwriters**
- 4) all keys of the intruder alarm are removed from the **Premises** at night and whenever they are closed for business or left unattended. Where the **Insured** or an **Employee** occupies part of the **Premises** for residential purposes, the keys must be removed from the **Business** part of the **Premises**.

## **Policy Endorsements continued**

(Applicable only if specified in the **Schedule**)

### **CP12 - Minimum Security Requirements (C)**

It is a condition precedent to liability that **Damage** caused by theft or attempted theft is not covered unless;

- 1) the Minimum Security Requirements (A) as stated in the **Policy** Conditions is complied with
- 2) the intruder alarm provides for a police telephone line, direct line or central monitoring station warning system installed and put into full and effective operation at night and whenever the **Premises** are closed for business or left unattended. We will not regard the intruder alarm as effective if the **Insured** have had notice of the withdrawal of such service and such service has actually been withdrawn
- 3) the intruder alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS), or the Security System and Alarm Inspections Board (SSAIB) or approved by **Underwriters**
- 4) all keys of the intruder alarm are removed from the **Premises** at night and whenever they are closed for business or left unattended. Where the **Insured** or an **Employee** occupies part of the **Premises** for residential purposes, the keys must be removed from the **Business** part of the **Premises**.

### **CP13 - No Smoking Condition**

It is a condition precedent to liability that smoking will not be permitted on the **Premises** at any time and signs to this effect will be prominently displayed.

### **CP14 - Obsolete Building Clause**

The basis of valuation for the purpose of average shall be;

- a) the cost of purchasing a similar building to the insured building plus an allowance for removal of debris costs or
- b) the cost of erecting a modern building providing comparable facilities to the insured building plus an allowance for professional fees, removal of debris costs and the additional expenditure which might arise out of local authorities' requirements.

### **CP15 - Paint Spraying Conditions**

It is a condition precedent to liability that all spraying of paints or varnishes with a flash point below 32 degrees centigrade will be carried out in an area enclosed by non-combustible materials and extraction to the open air and any electrical installation including that for extraction will be of flameproof design and any heating will be of the black-heat type and with fully enclosed elements.

It is also a condition precedent to liability that;

- a) only one days supply of flammables will be kept in the spraying area
- b) all other flammables will be kept in a designated enclosed steel bin or if the stocks of same are substantial they will be kept in a store with high and low level vents to the open air or forced flameproof extractor at floor level
- c) all lighting will also be flameproof
- d) smoking will be prohibited in the areas where processes are carried and signs to this effect will be prominently displayed.

### **CP16 - Pipe Lagging Condition**

It is a condition precedent to liability that either;

- a) there is a heating system linked to a frost-stat and a minimum temperature of 4°C is maintained between 31<sup>st</sup> October and 31<sup>st</sup> March or
- b) all pipes are adequately lagged.

### **CP17 - Portable Heating Condition**

It is a condition precedent to liability that there will be no use or storage on the **Premises** of paraffin or portable electric or gas heaters or containers unless specifically agreed by the **Underwriters** prior to such use or storage.

### **CP18 - Residential Tenants Clause**

It is a condition precedent to liability that any Residential portion(s) of the **Premises** are not let or used by;

- a) local authorities or the department of social security
- b) students
- c) asylum seekers.

## **Policy Endorsements continued**

(Applicable only if specified in the **Schedule**)

### **CP19 - Smoking Condition**

It is a condition precedent to liability that smoking will be prohibited throughout the **Premises** except in offices and /or canteens and for other specifically designated areas. Suitable notices to this effect will be displayed in prominent positions.

### **CP20 - Stillage Condition**

It is a condition precedent to liability that all **Stock** stored on the **Premises** is stored on racks, shelves or stillages not less than 15 centimetres (6 inches) above floor level.

### **CP21 - Storage of Combustible Materials in the Open Condition**

It is a condition precedent to liability that no combustible materials are externally stored within 10 metres of the **Buildings** outside business hours.

### **CP22 - Subsidence Ground Heave and Landslip Extension**

Notwithstanding *Exclusions 7(a) and 7(b)* the insurance by Sections 1 or 2 extends to cover **Damage** caused by Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding;

- a) the first GBP 1,500 of each and every loss after the application of any Condition of Average
- b) **Damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a **Building**
- c) **Damage** caused by or consisting of:-
  - i) the normal settlement or bedding down of new structures
  - ii) the settlement or movement of made-up ground
  - iii) coastal or river erosion
  - iv) defective design or workmanship or the use of defective materials
  - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- d) **Damage** which originated prior to the inception of this cover
- e) **Damage** resulting from;
  - i) demolition, construction, structural alteration or repair of any property or
  - ii) groundwork or excavation at the **Premises**

#### *Special Conditions*

Insofar as this insurance relates to **Damage** caused by Subsidence, Ground Heave or Landslip;

- a) The **Insured** shall notify the **Underwriters** immediately they become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site
- b) The **Underwriters** shall then have the right to vary the terms or cancel this cover.

### **CP23 - Survey Clause**

Cover hereon is strictly subject to receipt by **Underwriters** of a satisfactory survey carried out by an authorised surveyor within 30 days of the inception date of this insurance or by a date to be agreed by the **Underwriters** and advised to the **Insured**.

The **Underwriters** reserve the right to cancel this insurance with immediate effect or impose special terms and conditions and/or revise the premium rate upon receipt of the survey.

The **Insured** shall implement the survey requirement(s) or as otherwise agreed by the **Underwriters** within a period to be agreed by the **Underwriters** and advised to the **Insured**.

If the **Insured** fails to implement the requirement(s) within the period agreed by the **Underwriters** then all coverage hereunder shall terminate at the end of said period.

## **Policy Endorsements continued**

(Applicable only if specified in the **Schedule**)

### **CP24 - Terrorism Extension**

This Insurance is extended for the **Period of Insurance** stated above to include;

a) loss of or **Damage to Property Insured** at the **Premises**, as stated in the **Schedule** to this Insurance, situated in the United Kingdom other than Northern Ireland (meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987) and

b) where applicable under this Insurance **Consequential Loss** arising from business interruption,

the proximate cause of which is an Act of Terrorism duly certified as such by Her Majesty's Government or HM Treasury or any successor or other relevant authority

provided always that the Terrorism Insurance provided under this Extension is

A limited to loss or **Damage** occasioned by or happening through or in consequence of acts of persons acting on behalf, of or in connection with any, organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where the **Underwriters** allege that any loss or **Damage** is not covered by this Extension the burden of proving that such loss or **Damage** is covered shall be upon the **Insured**

B not applicable to;

1) any land or building of which any part is

a) insured in the name of an individual; or

b) occupied as a private residence, or owned or occupied in the name of an individual, unless

i) the part so occupied/owned is less than 80% of the land or building as a whole; and

ii) the proportion of such land or building which is commercially occupied is more than 20%; and

iii) any part which is occupied as a private residence, or owned or occupied in the name of an individual, is insured

- under the same policy to which this Extension applies and which otherwise insures the part which is not so occupied, or owned or occupied, or
- separately, but in any event not in the name of an individual

(where any person holds or owns flats or houses insured hereunder as a trustee pursuant to the terms of a trust, or by way of a business as a sole trader, such person shall not be construed as an 'individual' for the purposes of this proviso B.1, unless such person occupies any such flat – not including a block of flats - or house as a private residence)

2) any Nuclear Installation or Nuclear Reactor

#### *Nuclear Installation*

Nuclear Installation means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for;

a) the production or use of atomic energy

b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations

or

c) the storage processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

#### *Nuclear Reactor*

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

C not subject to any of the excluded perils specified in this Insurance other than those applying specifically in respect of the Terrorism Insurance provided under this Extension as stated in E and F below

D subject otherwise to the terms conditions exclusions deductibles and limits of this Insurance except as expressly varied hereby

E subject to the exclusion of war and allied risks, defined as any loss whatsoever 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

## CP24 - Terrorism Extension continued

- F subject to the exclusion of digital or cyber risks, defined as any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from;
- 1) **Damage** to any computer or other 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 the property of the **Insured** or not, where such **Damage** is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack or
  - 2) **Consequential Loss** directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

### *Virus or Similar Mechanism*

Virus or Similar Mechanism means program code programming instruction or any 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.

### *Hacking*

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether the property of the **Insured** or not.

### *Denial of Service Attack*

Denial of Service Attack means 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 or 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;

and provided that the **Underwriters** liability in respect of all losses arising out of any one occurrence and, where applicable under this Insurance, in the aggregate in any one **Period of Insurance** shall not exceed the limits as otherwise specified in this Insurance.

Irrespective of the currency in which this Insurance is expressed, the limit of liability and the premium for the Terrorism Insurance effected by this Extension will be determined in sterling.

### *Special Conditions*

The Terrorism Insurance provided under this Extension shall not apply to;

- a) any Long Term Agreement / Undertaking to which this Insurance is subject
- b) any terms in this Insurance that provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance**
- c) any aggregate limit contained in this Insurance regarding the amount to be borne by the **Insured** as a result of the operation of a deductible

### *Special Provision*

Notwithstanding anything anything stated herein to the contrary, this Terrorism Extension applies also to any **Property Insured** at the **Premises**, as stated in the **Schedule** to this Insurance, which is insured in the name of an individual and is occupied as a private residence, other than in respect of any loss whatsoever or any expenditure resulting or arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed to by or arising from;

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- b) chemical and/or biological and/or radiological irritants contaminants or pollutants.

## CP25 - Thatch Conditions

It is a condition precedent to liability that;

- a) all chimneys to solid-fuel stoves, boilers and open fires are kept in a good state of repair and that they are professionally cleaned once a year before winter
- b) all old thatch and thatching is burnt at a distance of more than 100 metres from the **Premises**
- c) no naked flames or tools producing naked flames be present in the attic or loft space at any time.

If you fail to comply with any of the above duties this insurance may become invalid in respect of loss or **Damage** caused by fire.

## **Policy Endorsements continued**

### **CP26 - Unoccupancy Conditions**

It is a condition precedent to liability that when any **Building** (or part thereof) are untenanted or **Unoccupied**;

- a) all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes)
- b) all water tanks, apparatus pipes and heating other than those connected to automatic sprinkler systems must be drained down
- c) all reasonable precautions are taken to ensure that the buildings are secure against entry by intruders including:-
  - i) securely locking and fastening all doors and windows
  - ii) any letter boxes being sealed
  - iii) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order
- d) all waste refuse and other disused combustible materials will be cleared from the building and removed from the **Premises** at least once a week
- e) tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the **Buildings** becoming **Unoccupied**
- f) the **Buildings** must be inspected at least once every 7 days by the **Insured** or the **Insured's** nominee in order to inspect the **Premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections
- g) notice is to be given to **Underwriters** when any untenanted or **Unoccupied** building (or part thereof) is again occupied

**Underwriters** shall not be liable for any **Damage** or **Injury** arising out of or in connection with any works of alteration, demolition, refurbishment or renovation.

**Defined Perils** are hereby restricted to fire, lightning, aircraft and explosion only.

## **Policy Endorsements continued**

### **CP27 - Unoccupancy Conditions Wider Perils**

It is a condition precedent to liability that when any **Building** (or part thereof) are untenanted or **Unoccupied**;

- a) all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes)
- b) all water tanks, apparatus pipes and heating other than those connected to automatic sprinkler systems must be drained down
- c) all reasonable precautions are taken to ensure that the buildings are secure against entry by intruders including:
  - i) securely locking and fastening all doors and windows
  - ii) any letter boxes being sealed
  - iii) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order
- d) all waste refuse and other disused combustible materials will be cleared from the building and removed from the **Premises** at least once a week
- e) tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the **Buildings** becoming **Unoccupied**
- f) the **Buildings** must be inspected at least once every 7 days by the **Insured** or the **Insured's** nominee in order to inspect the **Premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections
- g) notice is to be given to **Underwriters** when any untenanted or **Unoccupied** building (or part thereof) is again occupied

**Underwriters** shall not be liable for any **Damage** or **Injury** arising out of or in connection with any works of alteration, demolition, refurbishment or renovation.

Policy *Exclusion 12* is hereby deleted.

**Defined Perils** are hereby restricted to fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, impact by any road vehicle or animal, falling trees, branches and falling aeriels.

### **CP28 - Use of Heat Conditions**

It is a condition precedent to liability that the following precautions are complied with on each occasion of the use or application of heat (as defined below) taking place on the **Premises**;

- a) application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers;
  - i) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material
  - ii) at least 2 adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected
  - iii) a fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered
  - iv) blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use
  - v) a person must be appointed by the **Insured** to act as an observer to watch for signs of smoke or smouldering or flames
- b) use of asphalt, bitumen, tar, pitch or lead heaters the heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

## **Policy Endorsements continued**

### **CP29 - Valley Gutter Condition**

It is a condition precedent to liability that all valley gutters be inspected and cleared every 6 months.

### **CP30 - Weekly Waste Condition**

It is a condition precedent to liability that all combustible trade waste and refuse will be swept up daily and kept in bags or bins and removed from the **Buildings** at least once a week.

## **Policy Conditions**

### **Alteration in Risk**

This **Policy** shall be avoided if after the commencement of this insurance there is any alteration in risk;

- a) by removal
- b) by change of occupation or use of the **Property Insured**
- c) whereby the risk of **Damage** accident or liability is increased
- d) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued
- e) whereby the **Insured's** interest ceases except by will or operation of law

unless such alteration is admitted by the **Underwriters** in writing.

### **Arbitration**

If any difference shall arise as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Underwriters**.

### **Asbestos Condition**

- 1) This **Policy** only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically **Damaged** during the **Period of Insurance** by one of these Listed Perils;  
Fire, lightning, explosion, aircraft, riot or civil commotion, earthquake, subterranean fire, storm or flood, escape of water, impact, sprinkler leakage, subsidence.

This coverage is subject to all limitations in the **Policy** to which this endorsement is attached and in addition to each of the following specific limitations;

- a) the said building or structure must be insured under this **Policy** for **Damage** by a Listed Peril.
- b) the Listed Peril must be the immediate sole cause of the **Damage** to the asbestos.
- c) the **Insured** must report to the **Underwriters** the existence and cost of the **Damage** as soon as practicable after the Listed Peril first **Damaged** the asbestos.

However this **Policy** does not insure any such **Damage** first reported to the **Underwriters** more than 12 (twelve) months after the expiration or termination of the **Period of Insurance**.

This **Policy** shall provide no cover (whether for physical **Damage** business interruption delay of repair or other consequential loss) in respect of;

- i) wear and tear or inherent defect, quality or vice in or of any asbestos
  - ii) any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design manufacture installation use retention treatment management repair replacement or removal of any asbestos (**Damaged** or otherwise) or
  - iii) any asbestos which the Listed Peril has not physically **Damaged**.
- 2) Except as set forth in the foregoing Part A. of this endorsement, this **Policy** does not insure asbestos or any interest relating thereto.

### **Average**

If, at the time of any **Damage** to **Property Insured**, the **Sum Insured** specified on the **Schedule** by the relevant item is less than the full value of the **Property Insured** by that item, the amount payable by the **Underwriters** will be proportionately reduced.

### **Cancellation**

This **Policy** may be cancelled at any time at the request of the **Insured** in writing to the Intermediary who effected the **Policy**, and the premium hereon shall be adjusted on the basis of the **Underwriters** receiving or retaining the premium calculated at the **Underwriters** then current rates for short term insurance. Notwithstanding anything contained within the Survey Clause, this certificate may also be cancelled by or on behalf of the **Underwriters** by 14 days notice given in writing to the **Insured** at his last known address, and the premium hereon shall be adjusted on the basis of the **Underwriters** receiving or retaining pro rata premium. Notice shall be deemed to be duly received in the course of the post if sent by pre paid letter-post properly addressed.

## **Policy Conditions continued**

### **Claims – Insured’s Duties**

On the happening of any event which may give rise to a claim the **Insured** shall;

- a) General - applicable to all Sections;
  - i) notify the **Underwriters** immediately
  - ii) take all practicable steps to recover property lost and otherwise minimise the claim
  - iii) inform the Police immediately if the loss or **Damage** is caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
  - iv) give all information and assistance the **Underwriters** may require in a timely manner
- b) Applicable to Sections 1-8;

Within 30 days or such further time as the **Underwriters** may in writing allow deliver to the **Underwriters** a written claim providing at their own expense all details proofs and information regarding the cause and amount of **Damage** as the **Underwriters** may reasonably require together with details of any other insurances on any **Property Insured** by this **Policy** and (if demanded) a statutory declaration of the truth of the claim and of any related matters

No claim under this Section shall be payable unless the terms of this condition have been complied with

- c) Applicable to Sections 9 and 10;
  - i) within 14 days after the expiry of the **Indemnity Period** or within such further time as the **Underwriters** may in writing allow at their own expense deliver to the **Underwriters** a statement setting out particulars of the claim together with details of all other insurances covering any part of the **Damage** or resulting loss of rental income
  - ii) the **Insured** shall at their own expense also provide the **Underwriters** with such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanations and other evidence as may reasonably be required by the **Underwriters** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter

No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the **Underwriters** immediately.

### **Claims - Underwriters Rights**

The **Underwriters**;

- a) On the happening of **Damage** in respect of which a claim is made may without thereby incurring any liability or diminishing any of the **Underwriters** rights under this **Policy** enter take or keep possession of the **Premises** where such **Damage** has occurred and take possession of or require to be delivered to the **Underwriters** any **Property Insured** and deal with such property for all reasonable purposes and in any reasonable manner

No property may be abandoned to the **Underwriters** whether taken possession of by the **Underwriters** or not.

- b) shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

### **Change in Tenancy Clause**

The **Insured** must advise the **Underwriters** of all changes in tenancy or occupation within the **Property Insured**.

### **Conditions & Observance of Policy Terms**

Every Condition shall from the time the Condition attached apply and continue to be in force during the whole currency of this **Policy** and non-compliance with any such Condition whether it increases the risk of **Damage** or not shall be a bar to any claim provided that whenever this **Policy** is renewed a claim occurring during the renewal period shall not be barred by reason of a Condition not having being complied with at any time before the commencement of such period

The due observance and fulfilment of the terms, Provisions, Conditions, Special Clauses and Endorsements of this **Policy** by the **Insured** in so far as they relate to anything to be done or complied with by the **Insured** will be a condition precedent to any liability of the **Underwriters** except insofar as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to **Employees**.

### **E.U. Disclosure Clause**

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

## **Policy Conditions continued**

### **Fraud**

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the **Insured** or anyone acting on their behalf to obtain any benefit under this **Policy** or if any **Damage** be occasioned by the wilful act or with the connivance of the **Insured** all benefit under this **Policy** shall be forfeited.

### **Identification**

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

### **Minimum Security Requirements**

- a) It is a condition precedent to liability under this **Policy** that all protections provided for the safety of the **Premises** shall be maintained in good order and shall not be withdrawn altered or varied without the prior consent of the **Underwriters** and shall be in full and effective operation when the **Premises** are closed for **Business** or left unattended, and at all other appropriate times
- b) It is a condition precedent to liability under this **Policy** that any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company or in accordance with the manufacturer's recommendations
- c) In the event of the **Insured** receiving any notification;
  - i) that the police authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed or
  - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system or
  - iii) that any alarm system cannot be returned to or maintained in full working orderthen with immediate effect;
  - 1) it shall be a condition precedent to liability under this **Policy** that the **Insured** shall notify **Underwriters** as soon as possible, at which time **Underwriters** shall reserve the right to vary terms or cancel cover provided under this **Policy**
  - 2) the **Insured** shall be responsible for the first 20% of any loss, destruction or **Damage** by theft or attempted theft subject to a minimum contribution of GBP2,500
  - 3) it shall be a condition precedent to liability under this **Policy** that the **Insured** shall comply with any requirements that **Underwriters** impose in response to such notice.

### **Misrepresentation and misdescription**

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

### **Non Invalidation Clause**

The Insurance of this Section shall not be invalidated by any act, omission or alteration whereby the risk of **Damage** is increased unknown to or beyond the control of the **Insured** provided that, immediately the **Insured** becomes aware thereof they shall give notice to **Underwriters** and pay an additional premium if required.

## **Policy Conditions continued**

### **Other Insurances and Average**

- a) Applicable to Sections 1 - 8;
  - i) if at the time of any **Damage** there is any other insurance effected by or on behalf of the **Insured** covering any of the property **Damaged** the liability of the **Underwriters** hereunder shall be limited to its rateable proportion of such **Damage**
  - ii) if any other insurance shall be subject to any average (under insurance) condition this Section if not already subject to any Condition of Average shall be subject to Average in like manner
  - iii) if any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the **Underwriters** hereunder shall be limited to that proportion of the **Damage** as the **Sum Insured** hereby bears to the value of the property.
- b) Applicable to Sections 9 and 10;  
If at the time of any **Damage** resulting in a loss under this Section there be any other insurance effected by or on behalf of the **Insured** covering such loss or any part of it the liability of the **Underwriters** hereunder shall be limited to its rateable proportion of such loss

### **Portable Heating Condition**

It is a condition precedent to liability that there will be no use or storage on the **Premises** of paraffin or portable gas heaters or containers unless specifically agreed by the **Underwriters** prior to such use or storage.

### **Reasonable Precautions**

The **Insured** shall;

- a) take all reasonable precautions to prevent occurrences which may give rise to **Damage** or accidents
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require.

### **Reinstatement**

If any **Property Insured** by Sections 1 – 8 is to be reinstated or replaced by the **Underwriters** the **Insured** shall at their own expense provide all such plans, documents, books and information as may be reasonably required. The **Underwriters** shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its **Sum Insured**.

### **Several Liability Notice**

The subscribing **Underwriters** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Underwriters** are not responsible for the subscription of any co subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

### **Subrogation**

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

The **Underwriters** shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** at its own expense and for its own benefit any claim for indemnity or damages or otherwise.

## **Complaints Procedure**

We are dedicated to providing you with a high standard of service and we want to ensure that we maintain these standards at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

If you have any questions or concerns about your insurance or the handling of a claim you should, in the first instance, contact your broker or insurance advisor.

If you are unable to resolve the matter with your broker or insurance advisor and wish to make a complaint you may do so at any time by referring the matter to the Compliance Officer, Great Lakes Reinsurance (UK) PLC, 1 Minster Court, Mincing Lane, London EC3R 7YH. Tel. 020 7929 2893.

Complaints that cannot be resolved by Great Lakes Reinsurance (UK) PLC may be referred to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel. 0845 0801800.