





impose special terms. If you are in doubt as to whether a fact is material, please let us know the details - failure to do so could invalidate the insurance.

### Property Insured

Item	Description	Buildings*	Rental Income*	
		Sum Insured £	Sum Insured £	Indemnity Period
	<b>Premises-59/61 Camden High Street, Camden Town, London</b>		<b>NW1 7JL</b>	
		DA		
1	Saleshop(s) as defined in Endorsement 008	2047530 (1516689)	520000	36 months
2	Landlords Contents	16000	-	

Amounts shown in brackets represent the value declared by the Insured in accordance with the Day One Average Clause

\* A full explanation is detailed in the PROPERTY INVESTORS PROTECTION PLAN - POLICY

### **Endorsements applicable to these premises**

#### **007 RENTAL INCOME AVERAGE**

The reference to 300% in proviso (ii) of the paragraph headed INDEMNITY in Section 2 is deleted and replaced by 500%.

#### **008 PREMISES DESCRIPTION CLAUSE**

The description of the premises is

Ground Floor, 59 Camden HS- Occupied as a high class beauty therapy and massage unit.

Ground Floor, 61 Camden HS- Occupied as as shop/office used by the Money shop.

First and second Floors- Four self contained flats all let.

### **Special Clauses applicable**

**to all premises** - 1 (As detailed in your policy)



**Endorsements applicable to all premises**

**BI1 MURDER SUICIDE OR DISEASE COVER AMENDMENT CLAUSE (2007)**

This cover amendment clause replaces any existing Murder Suicide or Disease Clause applicable to the Policy from the Effective Date shown in the Schedule

Applicable to Section 2 - the Murder Suicide or Disease Clause is restated as follows:-

The Company shall indemnify the Insured in respect of DAMAGE resulting from interruption of or interference with the business during the Indemnity Period following

a) the occurrence of any of the following specified human infectious or human contagious diseases :-

- i) Acute Encephalitis
- ii) Acute Poliomyelitis
- iii) Anthrax
- iv) Chicken pox
- v) Cholera
- vi) Diphtheria
- vii) Dysentery
- viii) Legionellosis
- ix) Legionnaires Disease
- x) Leprosy
- xi) Leptospirosis
- xii) Malaria
- xiii) Measles
- xiv) Meningococcal Infection
- xv) Mumps
- xvi) Opthalmia Neonatorum
- xvii) Paratyphoid fever
- xviii) Plague
- xix) Rabies
- xx) Rubella
- xxi) Scarlet Fever
- xxii) Smallpox
- xxiii) Tetanus
- xxiv) Tuberculosis
- xxv) Typhoid Fever
- xxvi) Viral Hepatitis
- xxvii) Whooping Cough
- xxviii) Yellow Fever

manifested by any person whilst in the Premises or within a 25



mile radius of it

- b) murder or suicide in the Premises
- c) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided in the Premises
- d) vermin or pests in the Premises
- e) the closing of the whole or part of the Premises by order of a competent public authority consequent upon defect in the drains or other sanitary arrangements at the Premises

The Insurance by this Extension shall only apply for the period beginning with the occurrence of the loss and ending not later than three months thereafter during which the results of the Business shall be affected in consequence of the DAMAGE

**F01 It is hereby noted that the indemnity period is extended to 60 months**

**M01 MANSLAUGHTER COSTS EXTENSION**

Applicable only to:

Section 3 - Public Liability

Section 4 - Employers Liability (only applicable if this Section is shown as operative in the Schedule)

The indemnity provided by these Sections extends to include

- a) legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
  - i) the course of an investigation leading to the offence of
  - ii) defending the Insured against criminal proceedings in connection with a charge of
  - iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under the Policy

- b) prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that



- 1) The maximum amount payable under this Extension for each Section stated above shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this Extension in respect of
  - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
  - b) fines or penalties or the cost of implementing any remedial order or publicity order
  - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
  - d) an appeal against any fine penalty remedial order or publicity order
  - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
  - f) costs and expenses insured by any other policy
  - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

#### TE1 TERRORISM COVER AMENDMENT CLAUSE

This cover amendment clause replaces any previous War and Terrorism Cover Amendment Clause(s) applicable to the policy from the Effective Date shown in the Schedule

Applicable to Sections 1 and 2

POLICY EXCLUSION 16 applicable to Section 1 Buildings and Section 2 Rental Income is restated as follows

16 These Sections do not cover

A) DAMAGE cost or expense of whatsoever nature in England Scotland and Wales directly or indirectly caused by resulting from or in connection with.

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured in the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition - Terrorism



An act of any person(s) 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 any government de jure or de facto as certified by Her Majesty's Government or H M Treasury or any successor relevant authority

B) DAMAGE in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

(i) riot civil commotion and (except in respect of DAMAGE by fire or explosion) strikers locked-out workers or persons taking in part in labour disturbances or malicious persons

(ii) Terrorism defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

C) DAMAGE in the Channel Islands or Isle of Man occasioned by or happening through or in consequence directly or indirectly of Terrorism defined as an act of any person(s) 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 any government de jure or de facto

D) DAMAGE in any other territory occasioned by or happening through or in consequence directly or indirectly of Terrorism defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

WAR AND TERRORISM COVER AMENDMENT CLAUSE

Applicable only to Section 3



The insurance provided by Section 3 of this Policy is subject to the following Terrorism Limitations

The liability of the Company for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one Period of Insurance shall not exceed in the aggregate the sum of £2,000,000

Provided that if the monetary amount of the Limit of Indemnity stated in the Schedule is less than £2,000,000 then such lesser monetary amount shall apply as the Company's maximum liability for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one Period of Insurance

For the purpose of this Clause "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

#### WAR CIVIL WAR POLITICAL RISK AND TERRORISM LIMITATION CLAUSE

Applicable only to Section 4

The liability of the Company under this section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000 This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War Civil War Terrorism or Political Risk as defined below

For the purposes of this Clause "War Civil War Terrorism or Political Risk" means war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority Terrorism or any action taken in controlling preventing suppressing or in any way relating to any of the above

For the purposes of this Clause "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

#### 003 INTERESTED PARTIES CLAUSE

The following are interested in the insurance by this policy

Bank of Cyprus (London) Limited  
Securities Department

87/93 Chase Side

London N14 5BU

In respect of 59/61 Camden High Street, Camden Town, London



## 112 ROSS-GOWER LIMITED COVER EXTENSION CLAUSE

### SECTION 1 - BUILDINGS

#### Minor Works

It is understood and agreed this Section automatically includes minor alterations maintenance or repairs of the building and temporary works and/or testing and commissioning and/or modification and/or work carried out on any of the facilities executed in performance of a Contract and the materials for use in connection therewith all the property of the Insured or for which the Insured is responsible (excluding property more specifically insured) whilst at the premises

provided that for the purpose of this Extension

- (a) a Contract shall mean any minor alteration maintenance or repair of the building and temporary works executed in performance thereof at the premises where the Contract value does not exceed £50,000
- (b) notification being given by the Insured to the Company within 30 days of completion of the works regarding
  - (i) the nature of the works
  - (ii) the Contract price
  - (iii) the Contract period
- (c) the Insured pays an additional premium in accordance with (b) above if applicable

#### Amount Excluded

The Amount Excluded definition shall read as follows and not as otherwise stated

This Section does not cover the amounts stated in the following paragraphs in respect of each and every loss as ascertained after the application of all other terms and conditions of the Policy including any Condition of Average





In respect of	Amount Excluded
(1) Breakage of fixed Glass and fixed Sanitaryware	Nil
(2) Any other insured DAMAGE	£250

## SECTION 2 - RENTAL INCOME

### Subrogation Waiver

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

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

## SECTION 3 - PUBLIC LIABILITY

### Consumer Protection Act - Defence Costs

This Section is extended to provide indemnity to the Insured and also at the request of the Insured any director partner or Employee in respect of legal costs and expenses incurred in defending any prosecution for breach of safety requirements or safety regulations under part II of the Consumer Protection Act 1987 committed or alleged to have been committed during the Period of Insurance and legal costs and expenses incurred with the consent of the Company in appeal against a conviction resulting from a prosecution

provided that the Company shall not be liable for

- (i) the payment of fines and penalties
- (ii) legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act event or omission which the person claiming to be indemnified knows or should have known would be likely to constitute an offence under the above Act



## 125 EXCESS AMENDMENT CLAUSE

Paragraphs (1) and (2) under the heading Amount Excluded in Section 1 are cancelled and replaced by the following

In respect of	Amount Excluded £
(1) AOL	£250
(2) Subsidence Excess	£2000

**Section 3 (Public Liability)**                      Limit of Indemnity    £5000000

**Section 4 (Employers Liability)**              Not Insured

**Policy Total Sum Insured**                      £2583530

## Section 5 (Terrorism) Premises-

Any Premises, Situation, Location or Contract situated in England, Scotland or Wales as insured under the the SECTIONS APPLICABLE below

### SECTIONS APPLICABLE

1 Buildings

2 Rental Income

### Sums Insured

Refer to SECTIONS APPLICABLE sums insured

Refer to SECTIONS APPLICABLE sums insured

### ENDORSEMENTS APPLICABLE TO ALL PREMISES

#### T37 TERRORISM INSURANCE - SECTION 5

Only applicable if this Section is shown as operative in the Schedule

This endorsement replaces any previous Terrorism Insurance - Section 5 applicable to this policy from the Effective Date shown in the Schedule

In consideration of the payment of the Premium in respect of the Period of Insurance, the cover provided under the Sections shown under the Terrorism Section of the Schedule of this policy is extended to include DAMAGE occasioned by or happening through or in consequence of Terrorism as hereinafter defined for the purposes of this Section 5



Terrorism is defined for the purposes of this Section 5 only as:

An act of any person(s) 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 any government de jure or de facto as certified by Her Majesty's Government or H M Treasury or any successor relevant authority

A. Provided always that the insurance provided by this Section 5 is subject to the following exclusions :-

(1) War and Allied Risks exclusion

Damage occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

(2) Electronic Risks Exclusion

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves 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

For the purposes of this exclusion the following definitions shall apply:

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 and logic bombs



## Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

## 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

### (3) Excluded Property

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Damage in respect of:

- i) any property located outside England, Wales and Scotland
- ii) any nuclear installation or nuclear reactor
- iii) any property which is specifically excluded elsewhere in this policy
- iv) any property which is insured by or would but for the existence of this policy be insured by any form of transit, aviation or marine policy

## B. This Terrorism Section is also subject to the following terms and conditions:

(1) In any action or other proceedings where the Company alleges that any Damage is not covered by this Terrorism Section the burden of proving that such Damage is covered shall be upon the Insured

(2) The Company's liability in respect of all losses arising out of any one occurrence and in the aggregate in any one period of insurance shall not exceed the limits as otherwise specified under this policy

(3) The insurance provided by this Terrorism Section is subject otherwise to all the terms definitions conditions and provisions of this policy

**PLEASE KEEP THIS SCHEDULE SAFELY WITH YOUR POLICY DOCUMENTS**