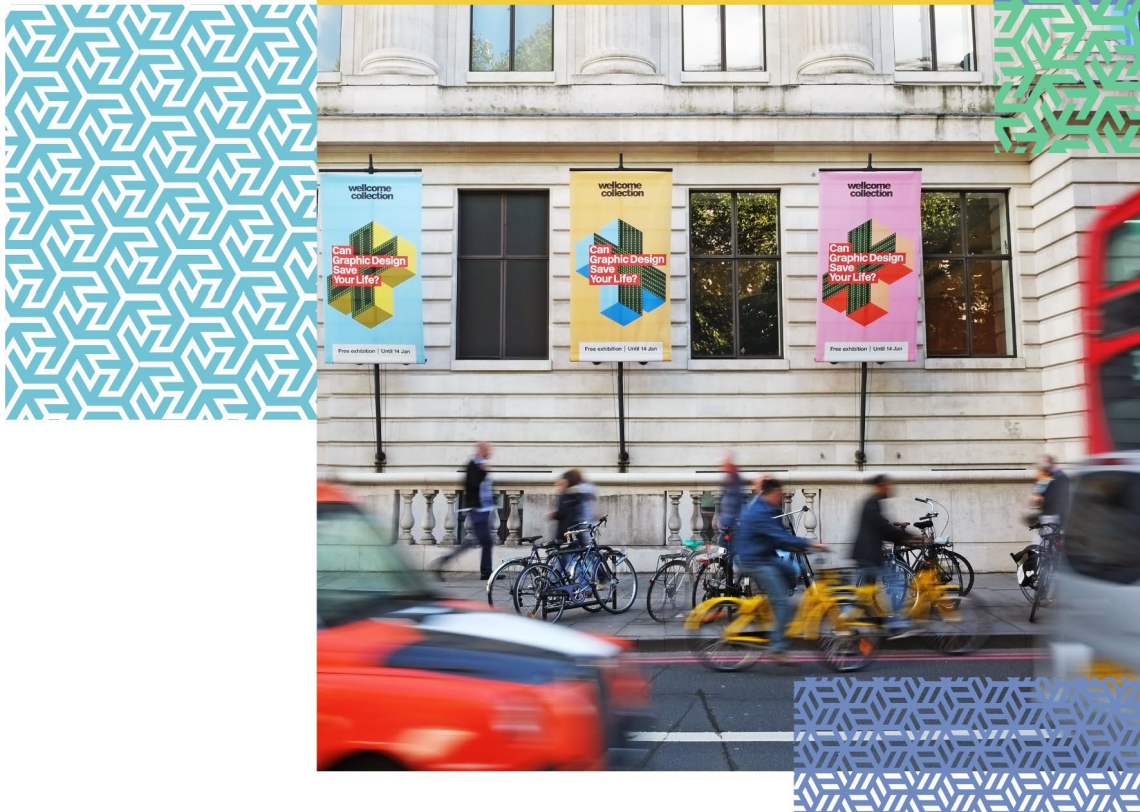


rmp

T3 LMA3030 01 September 2006
Physical Loss or Physical
Damage Policy Wording
(Unspecified)

Underwritten by Convex

Exclusive



This policy is available to the public and education sector exclusively through RMP.

As your insurance partner we regularly review cover available in the market to ensure that you are suitably protected.

Appendix B: Convex Wordings

Terrorism Insurance

Physical Loss or Physical Damage Wording

T3 LMA3030 01 September 2006

INSURING CLAUSE

Subject to the exclusions, limits and conditions hereinafter contained, this Insurance insures property as stated in the Schedule attaching and forming part of this Policy (hereinafter referred to as the "Schedule") against physical loss or physical damage occurring during the period of this Policy caused by an Act of Terrorism or Sabotage, as herein defined.

For the purpose of this Insurance, an Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

For the purpose of this Insurance, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Section 3

LOSSES EXCLUDED

This Policy does not insure against:-

1. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
2. Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.
3. Loss by seizure or legal or illegal occupation unless physical loss or damage is caused directly by an Act of Terrorism or an Act of Sabotage.
4. Loss or damage caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
5. Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
6. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.
7. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.
8. Any fine or penalty or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person.

9. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

10. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion.
11. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.
12. Loss or damage caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage unless agreed by Underwriters in writing prior to such measures being taken.
13. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working.
14. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service.
15. Loss or increased cost as a result of threat or hoax.
16. Loss or damage caused by or arising out of burglary, house - breaking, looting, theft or larceny.
17. Loss or damage caused by mysterious disappearance or unexplained loss.
18. Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

Section 4

PROPERTY EXCLUDED

This Policy does not cover physical loss or physical damage to:

1. Land or land values.
2. Power transmission, feeder lines or pipelines not on the Insured's premises.
3. ~~Any building or structure, or property contained therein, while such building or structure is vacant or unoccupied or inoperative for more than thirty days, unless the property is intended to be unoccupied in its normal operations.~~
4. Aircraft or any other aerial device, or watercraft.
5. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the property insured herein at the time of its damage.
6. Animals, plants and living things of all types.
7. Property in transit not on the Insured's premises.

Section 5

CONDITIONS

1. JOINT INSUREDS

The Underwriters' total liability for any loss or losses sustained by any one or more of the Insureds under this Insurance will not exceed the sum insured shown in the Schedule. The Underwriters shall have no liability in excess of the sum insured whether such amounts consist of insured losses sustained by all of the Insureds or any one or more of the Insureds.

2. OTHER INSURANCE

This Policy shall be excess of any other insurance available to the Insured covering a loss covered hereunder except such other insurance which is written specifically as excess insurance over this Policy. When this Policy is written specifically in excess of other insurance covering the peril insured hereunder, this Policy shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), has been exhausted by loss and damage covered by this Policy in excess of the deductible with respect to each and every covered loss.

3. SITUATION

This Policy insures property located at the addresses stated in the Schedule.

4. SUM INSURED

The Underwriters hereon shall not be liable for more than the sum insured stated in the Schedule in respect of each occurrence and in the Policy aggregate.

5. DEDUCTIBLE

Each occurrence shall be adjusted separately and from each such amount the sum stated in the Schedule shall be deducted.

6. OCCURRENCE

The term "Occurrence" shall mean any one loss and/or series of losses arising out of and directly occasioned by one Act or series of Acts of Terrorism or Sabotage for the same purpose or cause. The duration and extent of any one "Occurrence" shall be limited to all losses sustained by the Insured at the property insured herein during any period of 72 consecutive hours arising out of the same purpose or cause. However no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless the Insured shall first sustain direct physical damage by an Act of Terrorism or an Act of Sabotage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Policy.

7. DEBRIS REMOVAL

This Policy also covers, within the sum insured, expenses incurred in the removal from the insured location of debris of property stated in the Schedule damaged by an Act of Terrorism or an Act of Sabotage.

The cost of removal of debris shall not be considered in determination of the valuation of the property covered.

8. DUE DILIGENCE

The Insured (or any of the Insured's agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the insured property, to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

9. PROTECTION MAINTENANCE

It is agreed that any protection provided for the safety of the property insured shall be maintained in good order throughout the currency of this Policy and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Underwriters without their consent.

10. VALUATION

It is understood that, in the event of damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions: -

The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;

Until replacement has been effected the amount of liability under this Policy in respect of loss shall be limited to the actual cash value at the time of loss;

If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Policy.

The Underwriters' liability for loss under this Policy shall not exceed the smallest of the following amounts: -

The Policy limit applicable to the destroyed or damaged property,

The replacement cost of the property or any part thereof which was intended for the same occupancy and use, as calculated at the time of the loss,

The amount actually and necessarily expended in replacing said property or any part thereof.

The Underwriters will normally expect the Insured to carry out repair or replacement of the insured property, but if the Insured and the Underwriters agree that it is not practicable or reasonable to do this, the Underwriters will pay the Insured an amount based on the repair or replacement costs, less an allowance for fees and associated costs which are not otherwise incurred. The Underwriters will only pay the Insured up to the Sum Insured shown in the Schedule.

11. INCORRECT DECLARATION PENALTY

If the values declared as stated in the Schedule are less than the correct insured values as determined above, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the Insured shall co-insure for the balance.

12. NOTIFICATION OF CLAIMS

The Insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give written advice as soon as reasonably practicable to the Underwriters and or the Broker, named for that purpose in the Schedule, who is to advise the Underwriters within seven (7) days of such knowledge of any occurrence and it is a condition precedent to the liability of Underwriters that such notification is given by the Insured as provided for by this Policy.

If the Insured makes a claim under this Insurance he must give the Underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the Underwriters, the Insured must submit to examination under oath by any person designated by the Underwriters.

13. PROOF OF LOSS

The Insured shall render a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by the written agreement of Underwriters) stating the time, place and cause of loss, the interest of the Insured and all others in the property, the sound value thereof and the amount of loss or damage thereto.

If the Underwriters have not received such proof of loss within two years of the expiry date of this Policy, they shall be discharged from all liability hereunder.

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Policy, the burden of proving that the loss is recoverable under this Policy and that no limitation or exclusion of this Policy applies and the quantum of loss shall fall upon the Insured.

14. SUBROGATION

Any release from liability entered into in writing by the Insured prior to loss hereunder shall not affect this Policy or the right of the Insured to recover hereunder. The right of subrogation against any of the Insured's subsidiary or affiliated companies or any other companies associated with the Insured through ownership or management is waived;

In the event of any payment under this Policy, the Underwriters shall be subrogated to the extent of such payment to all the Insured's right of recovery therefor. The Insured shall execute all papers required, shall cooperate with Underwriters and, upon the Underwriters' request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The Underwriters will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

- (i) Any interest, (including the Insured's), exclusive of any deductible or self insured retention, suffering a loss of the type covered by this Policy and in excess of the coverage under this Policy shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);
- (ii) Out of the balance remaining, the Underwriters shall be reimbursed to the extent of payment under this Policy;
- (iii) The remaining balance, if any, shall inure to the benefit of the Insured, or any insurer providing insurance primary to this Policy, with respect to the amount of such primary insurance, deductible, self insured retention, and/or loss of a type not covered by this Policy.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of Underwriters, the expense thereof shall be borne by the Underwriters.

15. SALVAGE AND RECOVERIES

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

16. FALSE OR FRAUDULENT CLAIMS

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims and benefit hereunder shall be forfeited.

17. DUTY OF FAIR PRESENTATION

If, prior to entering into this Policy, the Insured breaches the duty of fair presentation, the remedies available to the Underwriters are set out below:

- a) if the Insured's breach of the duty of fair presentation is deliberate or reckless:
 - i. the Underwriters may avoid the Policy and refuse to pay all claims; and
 - ii. the Underwriters need not return any of the Premium paid.
- b) if the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Underwriters' remedy shall depend upon what the Underwriters would have done if the Insured had complied with the duty of fair presentation:
 - i. if the Underwriters would not have entered into the Policy at all, the Underwriters may avoid the Policy and refuse to pay all claims but must return the Premium paid.
 - ii. if the Underwriters would have entered into the Policy, but on different terms (other than terms relating to the Premium), the Policy is to be treated as if it had been entered into on those different terms, if the Underwriters so require.
 - iii. if the Underwriters would have entered into the Policy, but would have charged a higher Premium, then the Underwriters may reduce proportionately the amount to be paid on a claim (and any amounts paid on prior claims). In those circumstances, the Underwriters shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.

18. ABANDONMENT

There shall be no abandonment to the Underwriters of any property.

19. INSPECTION AND AUDIT

The Underwriters or their agents shall be permitted but not obligated to inspect the Insured's property at any time.

Neither the Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe.

The Underwriters may examine and audit the Insured's books and records at any time up to two years after the final termination of this Policy, as far as they relate to the subject matter of this Insurance.

20. ASSIGNMENT

Assignment or transfer of this Policy shall not be valid except with the prior written consent of the Underwriters.

21. RIGHTS OF THIRD PARTIES EXCLUSION

This Policy is effected solely between the Insured and the Underwriters.

This Policy shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Policy.

This clause shall not affect the rights of the Insured.

22. CANCELLATION

This Policy shall be non-cancellable by the Underwriters or the Insured except in the event of non-payment of premium where the Underwriters may cancel the Policy at their discretion.

In the event of non-payment of premium this Policy may be cancelled by or on behalf of the Underwriters by delivery to the Insured or by mailing to the Insured or the Broker by registered, certified, or other first class mail, at the Insured's address as shown in this Policy, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

23. ARBITRATION

If the Insured and Underwriters fail to agree in whole or in part regarding any aspect of this Policy, each party shall, within ten (10) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two (2) chosen shall before commencing the arbitration select a competent and disinterested umpire.

The arbitrators together shall determine such matters in which the Insured and Underwriters shall so fail to agree and shall make an award thereon and the award in writing of any two(2), duly verified, shall determine the same, and if they fail to agree, they will submit their differences to the umpire.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

24. SEVERAL LIABILITY

The Underwriters' obligations under this Policy are several and not joint and are limited solely to their individual subscriptions. The 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.

25. LEGAL ACTION AGAINST UNDERWRITERS

No one may bring a legal action against Underwriters unless:

There has been full compliance by the Insured with all of the terms of this Policy; and

The action is brought within two (2) years after the expiry or cancellation of this Policy.

26. MATERIAL CHANGES

The Insured shall notify the Underwriters of any change of circumstances which would materially affect this Insurance.

27. EXPERTS FEES

This Insurance includes, within the sum insured, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the insured property following damage insured under this Policy.

28. LAW

As specified in the Schedule.

29. JURISDICTION

As specified in the Schedule.

30. SERVICE OF SUIT

This Service of Suit Clause is only applicable to Insureds domiciled in the USA.

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in the Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance.

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon underwriters representatives stated in the Schedule and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

31. NON USA LEGAL SERVICE

Any summons, notice or process to be served upon the Underwriters for the purpose of instituting any legal proceedings against them in connection with this insurance may be served upon

of

who have authority to accept service on their behalf.

32. UNOCCUPIED BUILDINGS

The Insured will notify the Insurer within 30 consecutive days when any building exceeding £5,000,000 in value becomes Unoccupied or when any Unoccupied building or portion thereof is again occupied or used. It is a Condition when such building becomes Unoccupied that:

- (a) all but essential services to the building be turned off. The gas supply should be isolated, water drained down and electricity isolated unless essential for maintaining heating, fire and/or security protections.
- (b) the building be secured so as to prevent unauthorised entry by:
 - (i) all locks, bolts and other protective devices being in full operation; and
 - (ii) all perimeter fences, walls and gates being maintained in good condition;
- (c) all waste and other combustible materials be removed, both internally and externally and all fuel tanks shall be purged;

(d) a representative of the Insured shall carry out documented inspections at intervals of no more than 14 days, and have a procedure in place to immediately remedy any issues arising; and

(e) in the event of the building being Unoccupied for more than three months:

(i) all doors which are not required for access for inspection purposes; and

(ii) all ground floor and accessible upper floor windows, shall be made inaccessible by:

(1) boarding up with timber boards of exterior grade plywood of adequate strength and at least 18mm thick. The plywood to be secured to the door and window frames and where appropriate to timber framing by 50mm exterior non-return or ribbed nails, or

(2) fixing removable steel mesh screens, fitted by competent contractors.

Proviso The local fire authority must agree to the protection of any designated fire doors prior to any work being carried out and any restrictions shall be notified to the Insurer.

Business Interruption Extension

This extension is subject to the conditions, exclusions and limitations of the Contract and also to the following additional conditions, exclusions and limitations.

In consideration of the premium paid this Contract is extended to cover loss, to the extent and in the manner set out below, resulting from total or partial interruption of The Business directly caused by Damage.

In the event of such Damage, the Insurers will reimburse the Insured in respect of their:

- a) Loss of Revenue; and/or
- b) Increased Cost of Working;

during the Indemnity Period less any amount saved from the costs, charges and expenses of The Business otherwise payable out of Revenue which have ceased or reduced in consequence of the Damage.

Provided always that:

1. if the sum insured by this extension is less than the Annual Revenue (or to a proportionately increased multiple where the Indemnity Period exceeds twelve (12) months), the amount payable hereunder shall be proportionately reduced;
2. if during the Indemnity Period goods shall be sold or services shall be provided elsewhere for the benefit of The Business, either by the Insured or by others on the Insured's behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Revenue during the Indemnity Period;
3. in adjusting any loss, account shall be taken and an equitable allowance made if any reduction in Revenue due to the Damage is postponed by reason of the Revenue being temporarily maintained from accumulated stocks of finished goods, such finished goods shall be valued at their replacement cost;
4. to the extent that the Insured is accountable to the tax authorities for value added tax or other type of sales tax all terms in this extension shall be exclusive of such tax.

DEFINITIONS

1. Annual Revenue

The Revenue during the twelve (12) months immediately before the date of the Damage, adjusted to allow for the Trends of the Business.

2. Contract

The contract of insurance or policy to which this extension is attached, or forms part of.

3. Damage

- i) physical loss or physical damage;
- ii) occurring during the period stated in the Risk Details;
- iii) to property insured;

all as covered by the Contract.

4. Increased Cost of Working

The additional necessary and reasonable expenditure for the primary purpose of avoiding or diminishing the reduction in Revenue which, but for that expenditure, would have taken place during the Indemnity Period as a consequence of the Damage. However, the amount reimbursable under this Contract is limited to the amount of the reduction in Revenue thereby avoided.

5. Indemnity Period

The period during which the results of The Business are affected in consequence of the Damage, beginning with the occurrence of the Damage and not exceeding the "Maximum Indemnity Period" stated in the Risk Details to this Contract.

6. Loss of Revenue

The amount by which the Revenue during the Indemnity Period falls short of the Standard Revenue, as a consequence of the Damage.

7. Revenue

The money paid or payable to the Insured for goods sold and delivered (adjusted to allow for any discounts allowed) and for services provided in the course of The Business.

8. Risk Details

The risk details, schedule, or declarations page of the Contract.

9. Standard Revenue

The Revenue during that period in the twelve (12) months immediately before the date of the Damage which corresponds with the Indemnity Period, adjusted to allow for the Trends of the Business.

10. The Business

As declared to and agreed by Insurers.

11. Trends of the Business

Variations in or special circumstances affecting The Business, either before or after the Damage, or which would have affected The Business had the Damage not occurred, so that the adjusted figures shall represent, as nearly as may be reasonably practicable, the results which would have been achieved during the relative period after the Damage, had the Damage not occurred.

CONDITIONS

1. No claim shall be payable under this extension unless and until a claim covered under the Contract has been paid, or accepted by Insurers, or liability admitted, in respect of the Damage which gave rise to the total or partial interruption of The Business.

This condition shall not apply if no such payment shall have been made, or Insurers have not accepted that a claim is payable, solely owing to the operation of a deductible in the Contract which excludes losses below a specified amount.

2. The Insured shall do all things reasonably practicable to minimise any interruption of or interference with The Business and to avoid or reduce the loss.

The Insured's failure to comply with the requirements of this condition may adversely affect the insurance cover provided and/or any claim payable.

3. If requested by the Insured, Insurers agree that payments on account may be made to the Insured, during the Indemnity Period.

4. Insurers shall not be liable for loss for any period or amount stated as a waiting period, excess or deductible in the Risk Details.

EXCLUSIONS

This extension does not cover any:

1. increase in loss resulting from delay in rebuilding, repairing or replacing the property, or with the resumption or continuation of operations, caused by:
 - i) a shortage of capital; or
 - ii) strikers or other protesters at the insured premises;
2. increase in loss resulting from:
 - i) the suspension, lapse or cancellation of any lease, licence, contract or order;
 - ii) loss of market;

unless such increase in loss results directly from the insured interruption of The Business and then Insurers shall be liable for only such loss as affects the Insured's earnings during, and limited to, the Indemnity Period covered under this Contract;
3. increase in loss resulting from the enforcement of any law or regulation regarding the use, reconstruction, repair or demolition of any property insured under the Contract;
4.
 - i) fines, penalties, damages; or
 - ii) other indirect loss;

unless specifically provided for elsewhere in the Contract;
5. loss during planned or scheduled period(s) of shutdown or outage;
6. loss resulting from any delay related to Damage to property in the course of construction, erection, installation or repair, other than property covered under any minor works provision in the property damage section of the Contract to which this extension attaches.

LMA5331
11 July 2018

Rental Income Extension

In consideration of the premium paid, and subject to the EXCLUSIONS, CONDITIONS AND LIMITATIONS of the Policy to which this Extension is attached, and also to the following ADDITIONAL CONDITIONS AND EXCLUSIONS, this Policy is extended to cover loss resulting from necessary untenability caused by Direct Physical Loss or Damage, as covered by the Policy to which this Extension is attached, to property insured by this Policy.

In the event of such Direct Physical Loss or Damage, the Underwriters shall be liable for the actual loss sustained by the Insured resulting directly from such necessary untenability, but not exceeding the reduction in Rental Income, as defined hereafter, less charges and expenses which are not necessary during the period of untenability, for only such length of time as would be required, with the exercise of due diligence and dispatch to repair, rebuild or replace such part of the property as has been destroyed or damaged. However, such length of time shall not exceed eighteen () months commencing with the date of such Direct Physical Loss or Damage and not limited by the expiration of this Policy.

For the purpose of this Extension "Rental Income" is defined as the sum of:

- (a) the anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured, and
- (b) the amount of all charges which are the legal obligations of the tenants and which would otherwise be obligations of the Insured, and
- (c) the fair rental value of any portion of such property which is occupied by the Insured.

In determining Rental Income due consideration shall be given to the rental experience before the date of damage or destruction and the probable experience thereafter had no loss occurred.

CONDITIONS

1. Direct Loss or Damage

No claim shall be payable under this Extension unless and until a claim has been paid, or liability admitted, in respect of Direct Physical Loss or Damage to property insured under the Policy to which this Extension is attached and which gave rise to loss of Rental Income.

This Condition shall not apply if no such payment shall have been made, or liability admitted, solely owing to the operation of a Deductible in said Policy which excludes liability for losses below a specified amount.

2. Values Declared (and Incorrect Declaration Penalty)

The premium for this Extension has been based on a statement of individual values declared to and agreed by the Underwriters at the inception of the Policy and stated in the Schedule.

If any of the individual values declared are less than the equivalent amount of the Co-insurance percentage, as stated in the Schedule, of the Rental Income values, then any recovery otherwise due hereunder shall be reduced in the same proportion that the individual value(s) declared bear to the value(s) that should have been declared and the Insured shall co-insure for the balance.

EXCLUSIONS

This Extension does not insure against:-

1. increase in loss resulting from interference at the insured premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;
2. increase in loss caused by the suspension, lapse, or cancellation of any lease, license, contract, or order, unless such results directly from the insured untenability, and then the Underwriters shall be liable for only such loss as affects the Insured's income during, and limited to, the period of untenability covered under this Policy;
3. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder;
4. any other consequential loss.

LMA5042 14/12/2005

Appendix C: Coverage Extensions (to be used when required)

It is hereby understood and agreed that the following coverage extensions are added hereto. Sublimits form part of and not in addition to the Sum Insured. Sublimits apply any one occurrence and in the aggregate for policy period.

1. Brand Rehabilitation
2. Seepage Contamination & Pollution/Clean Up
3. Chemical, Biological, Radiological & Nuclear
4. Denial of Access
5. Utilities
6. Loss of Attraction
7. Contingent business interruption / customers and suppliers
8. Damage to property insured whilst in Transit
9. Claims Preparation Costs
10. Threat
11. New acquisition
12. Extinguishment Expenses
13. Damage to property of the Insured at any unspecified third-party site
14. Increased cost of working
15. Additional increased cost of working

Excess:
Brand Rehabilitation: XX any one occurrence.
Contingent Financial Loss: XX hours any one occurrence.
Denial of Access: XX hours any one occurrence
Utilities: XX hours any one occurrence.
Attraction: XX days any one occurrence.
Threat: XX hours any one occurrence.

1. Brand rehabilitation

In the event of damage to property insured under this policy by an act of terrorism, the insurer will pay:

- a) advertising costs; and/or
- b) cost of crisis public relations consultancy (consultants appointed by the insurer and/or to be agreed on a case by case basis) necessarily and reasonably incurred by the insured for up to a maximum of 30 (thirty) days starting at the time of the damage, for the sole purpose of avoiding or diminishing a reduction in turnover or resuming or maintaining normal business. Provided that the act of terrorism giving rise to a claim under this policy results in damage hereby insured exceeding ten percent (10%) of the overall limit of liability hereon. This extension is only operative where such cover is not provided for within a financial loss settlement under the associated policy. Subject to the excess, the maximum liability of the insurer shall not exceed the sub-limit of liability stated in the 'Schedule'.

2. Seepage Contamination & Pollution Clean up

This policy is extended to cover if an act of terrorism at property insured is the sole, immediate and direct cause of seepage and/or pollution involving discharge of pollutants or contaminants including but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance. This includes but is not limited to any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment and/or pollution and/or contamination of the property insured. This extension, subject to the occurrence insures the resulting damage along with the reasonable and necessary expense incurred by the insured for clean-up provided:

- a) The insurer agrees to pay for damage or, but for the operation of an excess or underlying amount would have agreed to pay for the damage: and
- b) Within one year of the commencement of the act of terrorism which caused the damage, the insured became aware and advised the insurer the amount of:

- i) The resulting damage and the reasonable and necessary expense incurred by the insured for clean-up; and
- ii) Any other interest to be claimed under this extension as a result of the damage. Notwithstanding the foregoing, the cost of resulting damage and the reasonable and necessary expense incurred by the insured for clean-up shall not be considered in determination of the valuation of the property insured.

Subject to the excess, the maximum liability of the insurer shall not exceed the sub-limit of liability stated in the 'Schedule'.

3. Chemical, Biological, Radiological & Nuclear

This policy is extended to cover physical loss or damage and clean-up and decontamination costs (and consequent Business Interruption to the extent covered by this policy) solely and directly caused by an Occurrence of an Act of Chemical, Biological, Radioactive or Nuclear (CBRN) Terrorism with an Origination Location within the Original Geographical Area during the period of insurance.

Act of Chemical, Biological, Radioactive or Nuclear (CBRN) Terrorism means an act which involves the use of any device designed to deliberately, i) disperse or release any harmful biological, chemical, bio-chemical or radioactive agent, or ii) detonate a nuclear weapon or device, carried out by any person or group(s) for political, religious or ideological purposes including the intention to influence any government and/or put the public or any section of the public, in fear.

The definition of Occurrence as defined in the policy to which this extension attached is extended to include any Act of CBRN Terrorism.

The Act of CBRN Terrorism must have an Origination Location within the Geographic Area defined below:

The "Origination Location" shall be the location where the Act of CBRN Terrorism first occurred with an act of force or violence against a person or property, or, in the case of dispersal or release of any biological, chemical, or bio-chemical or radioactive material, the location of the first exposure (rather than the manifestation of any illness or disease caused as a result) of a person or property to a biological, chemical or radioactive agent causing physical injury or physical damage. For the avoidance of doubt each Act of CBRN Terrorism attributable to the same common or original purpose, cause or source can only have one Origination Location.

Original Geographical Area: The Original Geographical Area shall extend 1km below ground and 2km above sea level and shall be a concentric circle with a radius of 1km centred around the Property Insured as per the schedule.

Subject to the excess, the maximum liability of the insurer shall not exceed the sub-limit of liability stated in the 'Schedule'.

No other sublimit to apply to a claim following a CBRN trigger.

4. Denial of Access

a) Financial loss resulting from interruption to the business of the insured caused by an act of terrorism within a one (1) mile radius of the boundary of property insured where such act of terrorism prevents access to or egress from such property insured.

b) Financial loss resulting from interruption to the business of the insured in consequence of closure, requisition or sealing off of property insured or any right of way to such property insured by order or action of a military authority and/or public authority caused by an act of terrorism within a one (1) mile radius of the boundary of the property insured.

The one (1) mile radius as referenced in a) and b) above is from the boundary of the property insured unless the property insured is located within the following UK postcodes: E1, E14, EC1, EC2, EC3, EC4, SE1, SW1, W1, WC1, WC2 and M1

in which case the radius is reduced to within a half (0.5) kilometre (being 0.310 mile) radius of the property insured.

The maximum indemnity period under this extension is: 30 days

Subject to the excess, the maximum liability of the insured shall not exceed the sub-limit of liability stated in the 'Schedule'.

5. Utilities

Financial loss resulting from interruption to the business of the insured caused by damage by an act of terrorism, to installations and/or equipment, pipes, lines, wires and the like used for the supply of gas, electricity, water, effluent, telecommunications or internet provision services which results in failure of supply or services at the terminal ends of the service feeders or receivers or meters at the premises.

The maximum indemnity period under this extension is: 30 days

Subject to the excess, the maximum liability of the insurer shall not exceed the sub-limit of liability stated in the 'Schedule'.

6. Loss of Attraction

This policy is extended to cover the actual loss sustained and the extra expense incurred by the insured due to the necessary interruption of the insured's business due to physical loss or physical damage caused by an Act of Terrorism or an Act of Sabotage to property of the type insured by this

Policy not owned or operated by the insured which is within a one (1) mile radius of a location insured by this Policy and attracts business at a location insured by this Policy.

The one (1) mile radius as referenced above is from the boundary of the property insured unless the property insured is located within the following UK postcodes:

E1, E14, EC1, EC2, EC3, EC4, SE1, SW1, W1, WC1, WC2 and M1

in which case the radius is reduced to within a half (0.5) kilometre (being 0.310 mile) radius of the property insured.

The maximum indemnity period under this extension is: 30 days

Subject to the excess, the maximum liability of the insurer shall not exceed the sub-limit of liability stated in the 'Schedule'.

7. Contingent Business Interruption / Direct Customers and Suppliers

Loss resulting from interruption of the business of the insured caused by damage by an act of terrorism to property, otherwise excluded by this policy, that impairs a) direct supplier(s) of goods and/or services to the insured from rendering and/or delivering their goods and/or services, or b) direct customer(s) of goods and/or services of the insured from accepting the goods of the insured and/or services.

Subject to the excess, the maximum liability of the insurer shall not exceed the sub-limit of liability stated in the 'Schedule'.

8. Transit

In consideration of the premium paid, and subject to the Exclusions, Conditions and Limitations of the Policy to which this Extension is attached and also subject to the following additional Exclusions and Conditions this Policy is extended to insure the personal property as hereinafter described, whilst in transit within the country of the Locations Insured as stated in the Schedule against Risks of Direct Physical Loss or Damage (including general average and salvage charges on shipments covered whilst waterborne) occurring during the Period of Insurance.

PROPERTY INSURED

(1) Personal property of the Insured which has been declared to and agreed by the Underwriters.

(2) Personal property of others which is in the Insured's care, custody, and control for use by the Insured or for the purpose of sale or processing by the Insured, and for which the Insured is legally liable.

EXCLUSIONS

This Extension does not insure:

- (1) property of others which is in the Insured's possession for the principal purpose of transportation or storage;
- (2) property in course of marine transit, but shall not exclude whilst waterborne:-
 - (a) on inland waterways,
and/or
 - (b) on regular ferry or other public vessels on coastal waterways;
- (3) property in course of air transit;
- (4) sendings by mail after delivery into the custody of a professional packer or carrier;
- (5) samples while in the care, custody or control of any salesman.
- (6) any consequential Business Interruption.

Subject to the excess, the maximum liability of the insurer shall not exceed the sub-limit of liability stated in the 'Schedule'.

9. Claims Preparation Costs

In the event of damage to property insured under this policy by an act of terrorism, the insurer will pay expenses reasonably incurred by the insured or representatives of the insured for preparing and presenting details of a valid claim under this policy.

Coverage will not include the fees and costs of attorneys, public adjusters and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them.

Subject to the excess, the maximum liability of the insurer shall not exceed the sub-limit of liability stated in the 'Schedule'.

10. Threat

This policy is extended to include if the business of the insured is interrupted as a sole and direct result of an imminent physical threat of an act of terrorism to people or assets at the Insured's Property which is either

- (a) Communicated to the insured by the Police or an employee of Her Majesty's Government; or
- (b) Communicated by the Insured to the Police or an employee of Her Majesty's Government, on which basis the Insured evacuates the Insured's premises.

The maximum indemnity period under this extension is: 14 days
Subject to the excess, the maximum liability of the insurer shall not exceed the sub-limit of liability stated in the 'Schedule'.

11. New acquisitions

Automatic coverage shall apply at no additional premium to any:

- a) Increases in insured values at existing locations following a revaluation of insured property at such locations and/or due to any construction and/or renovation work at such locations;
- b) Additional property and/or interest of the type already insured by this Policy which may be acquired or otherwise become at the risk of the Insured during the Policy Period;

PROVIDED always that:

- i) The total increase in insured values during the Policy Period in respect of (a) and (b) above does not exceed 10% of the total declared values at inception; and
- ii) Additional property and/or interests stated in (b) above does not relate to any property located within the Restricted Areas where shown below or within countries not covered on the schedule of insured properties declared at inception.

To be declared to insurers within 30 days.

Restricted Areas:

The following UK postcodes: E1, EC1, EC2, EC3, EC4, E14, SE1, SW1, W1, WC1, WC2, M1

12. Extinguishment Expenses

The insurer will pay the reasonable costs incurred by the insured in

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where costs are metered
- e) resetting fire and intruder alarms and closed circuit television systems and similar equipment all in consequence of damage as insured hereby

The insurer will also pay the reasonable costs charged by any public authority relating to the extinguishing or fighting of fire.

Subject to the excess, the maximum liability of the insurer shall not exceed the sub-limit of liability stated in the 'Schedule'.

13. Damage to property of the Insured at any unspecified third-party site

Other than sites in following UK postcodes: E1, EC1, EC2, EC3, EC4, E14, SE1, SW1, W1, WC1, WC2, M1

Subject to the excess, the maximum liability of the insurer shall not exceed the sub-limit of liability stated in the 'Schedule'.

14. Increased cost of working

This Insurance extends to indemnify the insured within the Business Interruption Sum Insured stated in the Schedule for the Increased Cost of Working incurred by the insured in order to continue as nearly as practicable the normal operation of the insured's business following damage to or destruction of the Property Insured hereunder, by the perils insured against during the Period of Insurance.

The term "Increased Cost of Working", as used herein, is defined as "the excess (if any) of the total cost necessarily and reasonably incurred during the Period of Recovery chargeable to the operation of the insured's business, over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred."

The term "Period of Recovery" shall mean the length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace the property that has been destroyed or damaged.

Subject always to the conditions exclusions and limitations of the Business Interruption Wording to which this Extension is added and forms an integral part thereof.

15. Additional increased cost of working

The insurance on additional increased cost of working is limited to the additional expenditure beyond that which is recoverable under any increased cost of working coverage referred to under this Policy to which this Extension is attached that may necessarily and reasonably be incurred by the insured during the Indemnity Period in consequence of the damage for the purpose of: -

- a) maintaining the business

- b) restoring data on historic records insofar as such expenditure is not recovered from other sources
- c) to pay continuing hire charges incurred in consequence of loss or damage to hired in plant as may be referred to under this Policy to which this Extension is attached.

Subject to the excess, the maximum liability of the insurer shall not exceed the sub-limit of liability stated in the 'Schedule'.

Appendix D: Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100
15 September 2010

DATA PROTECTION OFFICE

RISK MANAGEMENT PARTNERS LIMITED SHORT FORM PRIVACY NOTICE

WORDING EFFECTIVE 1 JULY 2020

How do we maintain your privacy?

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://rmpartners.co.uk/privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

About RMP

For over 25 years RMP has been dedicated to understanding and providing solutions for public and education sector risks.

Our work with brokers as well as their local government, education and emergency service clients has helped to shape best practice and advance their risk management practices.

We work with a panel of highly-rated insurers to source policies that we believe best meet the needs of public and education sector risk managers.

This is an exclusive policy wording, only available to RMP clients. If there is anything that requires clarification, please ask your broker to get in touch with us.

RMP privacy policy:

rmpartners.co.uk/privacy-policy



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