

MASTER SCHEDULE

Policy Number	UC POP 5660333	
Broker	Arthur J Gallagher Insurance Brokers Ltd	
Broker Number	UC 4289	
Named Insured	North West Leicestershire District Council	
Postal Address	Council Offices Coalville Leicestershire LE67 3FJ	
Business	District Council	
Period of Insurance	A) EFFECTIVE	1 October 2024
	B) TO	30 September 2025 (Both Dates Inclusive)
Renewal Date	1 st October 2025	

Travelers Insurance Company Limited

63 London Road, Redhill, Surrey RH1 1NA

Travelers Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Registered office: One Creechurch Place, Creechurch Lane, London EC3A 5AF. Registered in England 1034343

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MASTER SCHEDULE (Continued)

The following Section(s) and Operational Extension Clauses of the Policy are operative

Section(s) / Optional Extension Clauses	First Premium(s)	Future Annual Premium(s)
Property Damage	██████████	██████████
Terrorism	██████████	██████████
<hr/>		
Sub Total	██████████	██████████
Insurance Premium Tax	██████████	
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Total	██████████	

Policy Wording Code 2009 05/12

Policy Endorsement(s) GE84, GE113, GE134, GE143, GE166, GE170, GE171, GE174A,

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GENERAL POLICY ENDORSEMENT**GE84 Combined Property Damage & Business Interruption Maximum Limit**

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE**Combined Property Damage and Business Interruption Maximum Limit**

The Company shall not be liable to pay more than £100,000,000 in the aggregate in respect of all claims under the Property Damage Section and Business Interruption Section and Computer All Risks Section and Contract Works Section arising from one Event

Subject otherwise to the terms conditions and exclusions of the Policy

GENERAL POLICY ENDORSEMENT

GE113 - Warranties and Conditions Precedent and Innocent Misrepresentation/Non-Disclosure

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

The Company agrees with effect from Inception Date that

- (i) The following conditions are added to the General Conditions

No Warranties or Conditions Precedent

No term in this Policy including where expressed as a warranty or condition precedent shall be deemed a warranty or condition precedent such as to automatically discharge the Company from any liability upon its breach. The Company shall enforce any term that would otherwise be deemed a warranty or condition precedent as a policy condition only.

Basis of the Contract Clauses

Any provision in this Policy to the effect that a statement or statements made by or on behalf of the Insured (including but not limited to statements made in the Proposal) form part of or are the basis of the contract of insurance shall be of no effect.

- (ii) General Condition – Condition Precedent and all references thereto are deleted
- (iii) The following is added to General Condition – Misrepresentation and Fraud

Provided that with respect to any misrepresentation or non-disclosure by any Insured in circumstances where the Company would be entitled to avoid or rescind the Policy the Company waives its right to avoid or rescind this Policy in whole or in part provided that

- (i) such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive
- (ii) the Company shall be entitled to amend the terms conditions and premium for this Policy upon review of any information previously misrepresented or not disclosed to the Company and
- (iii) the Company shall be entitled to determine the effective date of any amendments in consequence of the exercising of their rights under this Condition

Subject otherwise to the terms conditions and exclusions of the Policy

GENERAL POLICY ENDORSEMENT**GE134 – Conditions – Fire Precautions – Business Premises**

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

Section Condition – Fire Precautions – Business Premises applying to the Property Damage Section and Computer All Risks Section (where operative) is deleted and replaced by the following

1. Fire Precautions – Business Premises

(applicable only to the devices described in (a)-(d) herein that are installed at the Business Premises)

The Named Insured shall

(a) Fire Break Doors and Shutters

ensure that all fire break doors and shutters are kept closed (except during working hours) and are maintained in efficient working order

(b) Fire Extinguishing Appliances

ensure that all fire extinguishing appliances are regularly inspected and maintained in efficient working order

(c) Fire Alarm Installations

ensure that

- (i) the fire alarm installations are maintained in efficient working order at all times and in accordance with the installation specification
- (ii) a maintenance service contract is in force
- (iii) any defect in the fire alarm or its signalling is remedied promptly

(d) Automatic Sprinkler Installations

in respect of automatic sprinkler installations (internal and external)

- (i) take all reasonable steps to
 - A. prevent frost and other damage to the installations
 - B. remedy any defect in the installations or its signalling promptly
 - C. maintain ready access to the water supply control facilities for the installations
- (ii) ensure that installations are maintained in efficient working order at all times and in accordance with the installation specification
- (iii) subscribe to an annual maintenance contract for the installations that require inspections at a minimum of six monthly intervals

- (iv) notify the Company in writing and obtain its prior agreement in writing before any repairs or alterations to the installations are implemented
- (v) allow the Company access to the Business Premises at all reasonable times to inspect the installations
- (vi) perform the following tests to the installations and the water supply
 - A. make a test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valves controlling the individual water supplies are fully open and record the particulars of each test
 - B. make quarterly or half-yearly tests if required by the Company for the purpose of ascertaining that each water supply is in order and record the particulars of each test
 - C. remedy promptly any defect revealed by the above tests
- (vii) give notice to the Company in relation to any installation if
 - A. its water supply is turned off
 - B. it becomes inoperative from any cause except for the purpose of testing maintenance or repair
- (viii) display at each sprinklered storage area a notice of the terms agreed with the Company which specifies
 - A. the description of the goods which may be stored
 - B. the maximum height of storage
 - C. the minimum permitted clearance between goods stored and the sprinkler deflectorsand comply with the terms of the notice

If alterations or repairs to the installations become necessary to ensure its full and effective operational capability the Company may at its option suspend any cover which is granted against Damage to the Property Insured by escape of water from said installation until the alterations or repairs have been carried out and approved by the Company

Subject otherwise to the terms conditions and exclusions of the Policy

GENERAL POLICY ENDORSEMENT**GE143 – GDPR Amendments**

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

The following amendments are made to the Policy:

1. For purposes of this endorsement, the following is added to the General Definitions:

GDPR

GDPR means Regulation EU 2016/679 as it forms part of the laws of England and Wales, Scotland and Northern Ireland, and any applicable legislation, act or regulation adopted to enact the provisions of that Regulation, including any equivalent or subsequent legislation, act or regulation.

2. The Data Protection part of General Exclusion Cyber Risk – Third Party is replaced with the following:

Data Protection

Contravention of the requirements of the GDPR which is committed or occasioned through the use of Cybermedia.

3. The Data Protection Act 1998 Cover of the Public and Products Liability Section is replaced with the following:

Data Protection

The Company will indemnify the Named Insured and at the request of the Named Insured any partner director or Employee of the Named Insured subject to the limit of liability stated in paragraph (e) below, in respect of their liability to pay Compensation for damage or distress only under Article 82 of the GDPR, including claimants' costs and expenses in connection with that claim for Compensation, and with the written consent of the Company:

1. reasonable defence costs and expenses incurred, and
2. the reasonable defence costs incurred relating to a prosecution brought under the GDPR in relation to a claim made by any person;

Provided that:

- (a) a claim for Compensation is first made or a prosecution is first brought against the Named Insured during the Period of Insurance;
- (b) the Named Insured has taken all reasonable care to comply with the requirements of the GDPR;
- (c) the indemnity will not apply to:

- (i) fines or penalties of any kind,
 - (ii) the cost of replacing reinstating rectifying erasing blocking or destroying data,
 - (iii) indemnify the Named Insured or any partner director or Employee of the Named Insured in respect of liability caused by or arising from a deliberate or intentional act or omission of any such party or person, the effect of which knowingly resulted in liability under the GDPR,
 - (iv) claims which arise out of circumstances notified to previous insurers or are known to the Insured and likely to give rise to indemnity under this Cover clause at the start of the Period of Insurance,
 - (v) liability for which indemnity is provided under any other insurance,
 - (vi) liability which arises as a result of the provision by the Named Insured in connection with the Business of services for the processing of data on behalf of a Third Party, or
 - (vii) liability which arises as a result of the recording or provision of data for reward or for determining the financial status of any person;
- (d) in respect of each and every claim or claims arising from an Event under this Cover clause the Named Insured shall be liable for 10% of the cost of such claim or claims or £500 whichever is the greater; and
- (e) the Company's limit of liability under this Cover clause shall not exceed £500,000 during any one Period of Insurance.
4. The Data Protection Act Exclusion 17. of the Public and Products Liability Section (where such exclusion is stated in the Public and Products Liability Section) is replaced with the following:
17. liability under the GDPR or similar legislation outside the United Kingdom, other than as provided for in the Data Protection Cover of the Public and Products Liability Section.
5. The Data Protection Act Exclusion 14. of the Officials' Indemnity Section where forming part of the Policy is replaced with the following:
14. liability under the GDPR or similar legislation outside the United Kingdom.
6. The Data Protection Act Exclusion 15. of the Professional Indemnity Section is replaced with the following:
15. in respect of liability under the GDPR or similar legislation outside the United Kingdom.

Subject otherwise to the terms conditions and exclusions of the Policy.

GENERAL POLICY ENDORSEMENT**GE166 – Communicable Disease Exclusion (First Party Coverages)
(with Specified Perils and Terrorism addback)**

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

The following general exclusion is added to the Policy:

In respect of the insurance provided by any First Party Section of the Policy where operative, the Company will not be liable in respect of any loss, destruction, damage, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from or in consequence of a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing, any cost to clean-up, detoxify, remove, monitor or test:

- (a) for a Communicable Disease; or
- (b) any property insured under any First Party Section of the Policy that is affected by such Communicable Disease.

Provided that this exclusion shall not apply in respect of subsequent Damage, or loss resulting from interruption to or interference with the Business in consequence of subsequent Damage, not otherwise excluded, which itself results from:

- (i) fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, impact by any vehicle or animal including impact by any rolling stock or crashes collisions derailments or other similar accidents, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic or volcanic disturbance or eruption, subsidence, ground heave, landslip, theft, escape of water, tsunami, flood, storm surge, water damage, liquefaction, freeze, ice storm, weight of snow or ice, avalanche, sprinkler leakage, riot or civil commotion; or
- (ii) an act of terrorism (as defined in the Policy) within England, Wales or Scotland;

and only where specifically insured by this Policy.

For the purpose of this exclusion the term Damage means as defined in the applicable general definition or Section definition of the Policy. The following terms will have the following meaning. If a term below is also defined in the Policy, the definition below replaces that definition for the purposes of this exclusion.

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;

- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- (c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

First Party Section means any section or coverage forming part of the Policy covering material assets or tangible property owned by the Named Insured or for which they are legally responsible and being the subject matter of the insurance, or covering loss resulting from interruption to or interference with the Business.

Subject otherwise to the terms, conditions and exclusions of the Policy.

GENERAL POLICY ENDORSEMENT
GE170 – Claims Preparation Costs Condition

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

The following amendments are made to the Policy:

1. Paragraph (f) of General Condition – Claims (Duties owed by the Insured) is replaced by the following:
 - (f) The Insured shall bear their own costs and expenses under this Condition, save to the extent that specific cover is provided within the Policy.
2. the following is added to General Conditions of the Policy:

Claims Preparation Costs

The insurance provided by the Property Damage Section, Business Interruption Section, Computer All Risks Section, and Contract Works Section of the Policy where operative extends to cover expenses reasonably and necessarily incurred by the Named Insured or on the Named Insured's behalf for external consultants appointed by the Named Insured acceptable and agreed by the Company for preparation, presentation, certification or verification of a Specified Claim.

Specified Claim means a claim or series of claims in respect of an Event under one or more of the Sections stated in this general condition for an amount in total that is equal to or in excess of £250,000 excluding the costs insured by this general condition.

The liability of the Company under this general condition shall not exceed:

- A. £50,000 in respect of a Specified Claim for an amount in total that is between £250,000 and £500,000 both amounts inclusive; or
- B. £100,000 in respect of a Specified Claim for an amount in excess of £500,000;

such limits to the liability of the Company under this general condition being payable in addition to any specified sums insured or other limits stated in the Policy, and not being subject to any Deductible.

The Company shall not be liable under this general condition for any expense incurred in seeking to overturn decisions made by the Company regarding its liability to make any payment under this Policy or the amount of any such payment.

Subject otherwise to the terms, conditions and exclusions of the Policy.

GENERAL POLICY ENDORSEMENT**GE171 - Enhanced Property Long Term Agreement - Loss Ratio Cap**

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council
Period of Agreement	From 1 st October 2024 to 30 th September 2027 (both dates inclusive)

The Named Insured hereby agrees to offer the insurance under the Property Damage, Money & Personal Accident (Assault), Business Interruption, Computer All Risks and Contract Works Sections of the Policy with the Company at the expiry of the first and second Period of Insurance arising during the Period of Agreement on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually by the agreed method.

Provided that:

- (a) This agreement will apply to any policy that may be issued by the Company within the Period of Agreement in substitution for this Policy and to any other policy that the Company and the Named Insured agree shall be subject to this agreement.
- (b) The Period of Agreement is as stated above, with the option to extend for a further two periods of two years subject to the agreement of both the Named Insured and the Company.
- (c) The Company reserves the right to terminate this agreement at any time if:
 - (a) the Named Insured is in breach of any Policy terms or conditions;
 - (b) the reinsurance purchased by the Company in respect of the insurance provided under the Policy becomes unavailable or subject to materially amended terms;
 - (c) it is required to do so by law or regulation; or
 - (d) the sum of the claims payments made and the outstanding reserves divided by the premium paid (excluding insurance premium tax or any other tax or levy on the amount of the insurance premium) over any one Period of Insurance arising during the Period of Agreement (as detailed above) multiplied by 100 exceeds 30%.
- (d) The Company reserves the right to adjust the rates, terms and conditions applied to this Policy to reflect any:
 - (a) material changes in the risks insured under the Policy, including without limitation the Named Insured's failure to comply with any risk improvements required by the Company, and the Company shall be the sole arbiter as to what constitutes a material change; or
 - (b) legally or regulatory required alterations or restrictions to terms and conditions of the Policy;and it is agreed that changes as a result of this paragraph will not terminate this agreement.
- (e) For the purpose of this agreement any tax or levy on the amount of the insurance premium including without limitation insurance premium tax or any other tax or levy on insurance premium whether payable

by the Named Insured or the Company will be exempt from the scope of this agreement and any such additional tax or levy due will be borne by the Named Insured.

- (f) This agreement can be renegotiated by mutual consent at any time.

Subject otherwise to the terms, conditions and exclusions of the Policy.

GENERAL POLICY ENDORSEMENT

GE174A – Premium Rebate with Loss Ratio Scale

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council
Period of Insurance	1 st October 2024 to 30 th September 2025 (both dates inclusive)
Rebate Adjustment Period	1 st October 2024 to 30 th September 2025 (both dates inclusive)

ATTACHING TO AND FORMING PART OF THE ABOVE POLICY

The Company agrees to allow a percentage rebate of the Gross Premium paid to the Company for the Rebate Adjustment Period stated above (other than the premium in respect of the Casualty and Motor Fleet Sections) in accordance with the Rebate Scale stated below

No rebate shall be paid unless the Policy is renewed for a further annual Period of Insurance following the expiry of the Period of Insurance stated above

Rebate Scale

Incurred Loss Ratio	Claims Within Aggregate Deductible	Rebate
Less than 10%	Less than 60% of each Aggregate Deductible Limit applicable in the Rebate Adjustment Period	3.5%
Between 10% and 20%		2%
Between 20% and 30%		1.5%
Over 30%		Nil

All figures used in the calculation will be those recorded by the Company as at 15 months after commencement of the Rebate Adjustment Period

For the purposes of this Endorsement the terms below will have the following meanings

Gross Premium shall mean the total sum of the premium paid (excluding the premium in respect of the Casualty and Motor Fleet Sections) for the Rebate Adjustment Period net of any Insurance Premium Tax and commission

Incurred Loss Ratio shall mean the sum of the gross claims payments made by the Company and gross case reserves that fall due to the Company in respect of the Rebate Adjustment Period divided by the Gross Premium

Claims Within Aggregate Deductible shall mean the total of all claims paid and case reserves contributing to the erosion of each Aggregate Deductible Limit applicable in the Rebate Adjustment Period

Subject otherwise to the terms conditions and exclusions of the Policy

**LIST OF PREMISES AND OTHER LOCATIONS
SCHEDULE**

Policy Number UC POP 5660333

Effective Date 1st October 2024

Premise(s) Code **Premise(s) Address**

991 Whilst situate within any Premises at address(es) as declared to the Company anywhere within the Territorial Limits

**PROPERTY DAMAGE SECTION
SCHEDULE****Policy Number** UC POP 5660333**Effective Date** 1st October 2024**Property Insured** As described in the Specification being the property of the Named Insured or for which they are legally responsible whilst at the Premises or elsewhere as identified by the respective Premises code or Location code shown against the item of Property Insured and detailed in the List of Premises And Other Locations Schedule**Temporary Removal**

The following limit applies to Property insured under Cover Clause 2 of this Section

	LIMIT
(a) For renovation repair service cleaning	£10,000

Section Premium ██████████**Optional Extension Clause(s)**

The undernoted apply together with any attached Schedules/Specifications

Policy Wording Code 2011 05/12**Section Endorsement(s)** PD54A, PD55A, PD57B, PD88, PD93C, PD156, PD157, PD158

PROPERTY DAMAGE SECTION ENDORSEMENT

PD54A Day One Green Reinstatement

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

- A. For the purposes of this Endorsement the following terms shall have the following meanings
1. The word 'Green' shall mean products materials methods and processes that conserve natural resources reduce energy or water consumption avoid toxic or other polluting emissions or otherwise minimise the environmental impact
 2. The words 'Green Authority' shall mean a recognised authority on Green Buildings or Green products materials or processes
- B. The following replaces the Property Damage Section Basis of Settlement 3. Day One Reinstatement – Code: DAY 1:

Day One Green Reinstatement – Code: DAY 1

Subject to the following Special Provisions the basis upon which the amount payable in respect of the Property Insured is to be calculated will be Reinstatement of the Property Damaged

For this purpose Reinstatement means

1. the rebuilding or replacement of Property sustaining Damage to a condition equivalent to or substantially the same as but not better than or more extensive than its condition when new which provided the liability of the Company is not increased may be carried out
 - (i) in any manner suitable to the requirements of the Named Insured
 - (ii) upon another site
2. the repair or restoration of Property Insured lost or damaged to a condition equivalent to or substantially the same as but not better than or more extensive than its condition when new
3. the reasonable additional cost incurred to repair restore rebuild or replace Damaged Property Insured using products or materials that
 - (i) are Green alternatives to the products or materials of the Damaged Property in accordance with the documented standards of a Green Authority
and
 - (ii) are otherwise of comparable quality and function to the Damaged Property Insured
and

(iii) are not disapproved by the Company

4. the reasonable additional cost incurred to employ Green methods or processes of construction disposal or recycling in the course of the repair restoration rebuilding or replacement of the Damaged Property Insured in accordance with the documented standards of a Green Authority

Special Provisions

(a) **Repairs and Restoration**

The liability of the Company for the repair or restoration of Property Insured sustaining Damage in part only shall not exceed the amount which would have been payable had such Property been entirely destroyed

(b) **Underinsurance Condition**

If at the time of Damage the Declared Value of the Property Insured covered by such Item is less than the cost of reinstatement at the time cover on this Basis is taken out then the Company's liability for the Damage will not exceed that proportion of the Damage which the Declared Value bears to such cost of reinstatement

(c) **Alternative Basis of Payment**

Even where this Reinstatement Basis of Settlement applies the amount payable will be in accordance with the Indemnity Basis

- (i) unless reinstatement commences and proceeds without unreasonable delay
- (ii) until the cost of reinstatement has been incurred
- (iii) if the Property at the time of its loss or damage is insured by any other insurance taken out by or on behalf of the Named Insured which is not written on the same basis of reinstatement as defined

(d) **Declared Value Conditions**

- (i) The Premium has been calculated on the basis of the Declared Value stated in writing to the Company

Declared Value means the Insured's assessment of the cost of Reinstatement of the Property Insured arrived at in accordance with paragraph 1 above at the level of costs applying **at the commencement** of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for

- 1. Removal of Debris
- 2. Professional Fees
- 3. complying with Public Authority Requirements

- (ii) At the commencement of each Period of Insurance the Insured will notify the Company of the Declared Value of the Property Insured by each item. In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the ensuing Period of Insurance.
- (iii) The Declared Value for each item of Property insured in accordance with this Basis of Settlement is the amount shown in the brackets below the Sum Insured in respect of each item on the Property Damage Specification.

(e) **Amount Payable**

In the event of loss the liability of the Company in respect of Property insured in accordance with this Basis of Settlement will not exceed

- (i) the Declared Value applicable to each item multiplied by the Day One Adjustment figure specified in the Schedules and to which resultant amount shall be added an amount in respect of the additional costs of Reinstatement incurred in respect of paragraph 3 and 4 above calculated as
 - (1) an additional cost percentage of 5% of the Declared Value or
 - (2) the amount the Company would otherwise pay for the loss

whichever is less.

or

- (ii) if special provision (c) (the Alternative Basis of Payment) applies the Declared Value applicable to each item as specified in the Schedules
- (f) Except as specifically provided under this endorsement in respect of paragraphs 3. and 4. of the Day One Green Reinstatement Basis of Settlement the indemnity provided for reinstatement of Property Insured does not include any increased cost incurred to re-attain a pre-loss level of Green building certification from a Green Authority
- (g) The Company reserves the right to vary the terms applicable to any Property in the event that the Green products and materials used in its reinstatement constitute an increased risk of loss by any of the perils insured under this Policy

Subject otherwise to the terms conditions and exclusions of the Policy

PROPERTY DAMAGE SECTION ENDORSEMENT

PD55A Green Building Re-engineering and Re-certification Expense

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

The following is added to Property Damage Section Cover

Green Building Re-engineering and Re-certification Expense

If as a result of Damage (other than by an excluded cause) to the Property Insured the level of Green building certification issued prior to the Damage by a Green Authority on the Property is lost the Company will pay for the following reasonable additional expense incurred to re-attain the pre-loss level of Green building certification from that Green Authority

- (a) the reasonable additional expense incurred to hire a qualified engineer or other professional required by the Green Authority to be involved in
 - (i) designing overseeing or documenting the repair restoration or replacement of the Damaged Property or
 - (ii) testing and recalibrating the systems and mechanicals of the lost or Damaged Property to verify that the systems and mechanicals are performing in accordance with the design of such systems and mechanicals or the specifications of the manufacturer

and

- (b) the reasonable registration and re-certification fees charged by the Green Authority

This cover applies to the additional expenses described in endorsement PD54 Day One Green Reinstatement that are incurred to achieve the pre-loss level of Green building certification in accordance with the standards of the Green Authority that exist at the time of repair or replacement even if the standards have changed since the original certification was achieved

The maximum liability of the Company in respect of this cover for

- (a) all expenses incurred with respect to each item of Property Insured is 5% of the sum of
 - (i) the amount payable for the Reinstatement of the Property Damaged including any amount paid under paragraph (e)(i) of endorsement PD54 – Day One Green Reinstatement
 - (ii) the deductible amount applied to the loss payment for Reinstatement of the Property Damaged
- (b) all expenses incurred in any one Period of Insurance is £10,000

Definitions applying to this cover

The word 'Green' shall mean products materials methods and processes that conserve natural resources reduce energy or water consumption avoid toxic or other polluting emissions or otherwise minimise the environmental impact

The words 'Green Authority' shall mean a recognised authority on Green Buildings or Green products materials or processes

Subject otherwise to the terms conditions and exclusions of the Policy

PROPERTY DAMAGE SECTION ENDORSEMENT**PD57B Vegetative Roofs [Insured Peril basis wording]**

Policy Number UC POP 5660333
Effective Date 1st October 2024
Named Insured North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

The following is added to Property Damage Section Exclusion 6

It is agreed that paragraph (d) of Property Damage Section Exclusion 6 shall not apply in respect of Damage to growing vegetation forming part of vegetative roofs on Buildings provided that such Damage is not caused by or resulting from

- (a) dampness or dryness of atmosphere or
- (b) changes in or extremes of temperature or
- (c) rain snow sand dust ice or sleet

Subject otherwise to the terms conditions and exclusions of the Policy

PROPERTY DAMAGE SECTION ENDORSEMENT PD88 Day One Average Clarification

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

The following is added to the Property Damage Section Basis of Settlement 3. Day One Reinstatement – Code: DAY1:

Where the Sum Insured (Declared Value) applicable to any item of Property Insured shown in the Specification to the Schedule applies to more than one Premises and the Basis of Settlement is shown as DAY 1 it is understood and agreed that the stated Declared Value against the item in the Schedule represents the total of all individual Declared Values for Property Insured by the item as advised to the Company on 9th August 2024 and that the individual Declared Value applying to any one Premises shall be the Declared Value used for the purposes of applying the Day One Reinstatement Basis of Settlement in the event of Damage at such Premises

Subject otherwise to the terms conditions and exclusions of the Policy

PROPERTY DAMAGE SECTION ENDORSEMENT

PD93C Underinsurance Condition Waiver

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

Property Damage Section Condition - Underinsurance is deleted and replaced by the following

Underinsurance

The Sum Insured by each item of this Property Damage Section is declared to be separately subject to an Underinsurance Condition. The Underinsurance Condition applicable is dependent upon which Basis of Settlement applies and is detailed therein

However in respect of the Basis of Settlement Reinstatement – Code REINS and the Basis of Settlement Day One Reinstatement – Code: DAY1 the respective Underinsurance Condition stated in such Basis of Settlement will be waived in respect of item(s) of Property Insured on Buildings detailed in Property Damage Specification 2 provided that

- (a) a professional valuation not more than 5 years old at the inception of the Period of Insurance of the item(s) insured has been carried out by a member of the Royal Institution of Chartered Surveyors members and forwarded to the Company at inception of the Period of Insurance and
- (b) where the professional valuation is more than 6 months old at the inception of the Period of Insurance the Sums Insured to which the Basis of Settlement Reinstatement – Code REINS applies and the Declared Values to which the Basis of Settlement Day One Reinstatement – Code: DAY1 applies have been adjusted annually using the General Building Cost Index issued by the Buildings Cost Information Service of the Royal Institution of Chartered Surveyors

Subject otherwise to the terms conditions and exclusions of the Policy

PROPERTY DAMAGE SECTION ENDORSEMENT

PD156 - Capital Additions Cover Amendment

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

Cover 8 - Capital Additions of the Property Damage Section is replaced by the following:

8. Capital Additions

The insurance on items specified in the Schedule in respect of Buildings and Machinery Plant and All Other Contents extends to cover:

- (a) alterations additions and improvements to Property Insured (but not appreciation in value thereof)
- (b) newly acquired or occupied property (other than property acquired by consolidation or merger with or purchase or acquisition of another firm, body corporate or entity) insofar as the same are not otherwise insured anywhere within the Territorial Limits

Provided that

- (i) at any one situation this cover shall not exceed 15% of the Sum Insured under the relevant item or £10,000,000 in the aggregate whichever is the less
- (ii) the Named Insured shall advise the Company as soon as practicable and in any event within 3 months of any such newly acquired or occupied property
- (iii) the Named Insured shall pay to the Company any additional premium due

Subject otherwise to the terms conditions and exclusions of the Policy

PROPERTY DAMAGE SECTION ENDORSEMENT

PD157 - Inadvertent Omission to Insure Cover Amendment

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

Cover 17 - Inadvertent Omission to Insure is replaced by the following:

17. Inadvertent Omission to Insure

The Named Insured having intended to insure with the Company all buildings within the Territorial Limits in which the Named Insured is interested and the Named Insured's belief is that all such property is insured, if hereafter any building shall be found to have been inadvertently omitted the Company will deem such property to be insured within the terms of this Property Damage Section as if it were insured under the Property Insured item in respect of Buildings, subject to payment of the required premium in respect of such property as from the inception of this Property Damage Section or from the date of the Named Insured's interest in the buildings if erected or purchased after the inception of this Section.

Provided that:

- (a) at any one situation the Company's liability under this cover clause is limited to £10,000,000 any one Event;
- (b) such insurance will be for Damage by the Insured Perils stated in the relevant Property Insured Schedule;
- (c) at any one situation the limit of liability under this cover clause shall for the purpose of the Underinsurance Condition be added to the Sum Insured on the item of Property Insured in respect of Buildings to which the building relates or in the case of Reinstatement Day One Basis to the Declared Value;
- (d) the insurance under this cover clause shall not apply in respect of buildings situate outside of the Territorial Limits;
- (e) the insurance under this cover clause shall not apply in circumstances where the Cover Clause 8 - Capital Additions applies; and
- (f) the Named Insured shall undertake and complete a full and thorough review of their buildings portfolio at least once a year to check that insurance has been placed with the Company for all buildings and in respect of any omission discovered the Named Insured shall immediately advise the Company.

Subject otherwise to the terms, conditions and exclusions of the Policy.

PROPERTY DAMAGE SECTION ENDORSEMENT

PD158 – Landscaped Gardens Cover Amendment

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

Cover 16 – Landscaped Gardens of the Property Damage Section is replaced by the following:

16. Landscaped Gardens

The insurance provided by this Property Damage Section extends to cover the cost of restoring any Damage to landscaping at the Business Premises caused by the emergency services in entering the Business Premises as a result of Damage to Property Insured at the Business Premises

Provided that the Company's liability under this Cover clause is limited to £50,000 in any one Period of Insurance

Subject otherwise to the terms conditions and exclusions of the Policy

PROPERTY DAMAGE SPECIFICATION 2

Policy Number UC POP 5660333

Effective Date 1st October 2024

Property Insured As described below in respect of Premises rented or leased to tenants for commercial or industrial use

Item No.	Item Description of Property Insured	Sum Insured (Declared Value)	Day 1% (if applicable)	Location/ Premises Code	Basis of Settlement
1.	Buildings – Offices	£15,757,937 (£13,702,554)	115%	991	DAY 1
2.	Buildings – Retail	£3,884,461 (£3,377,792)	115%	991	DAY 1
3.	Buildings – Low to medium trade hazard	£5,355,944 (£4,657,343)	115%	991	DAY 1
4.	Buildings – High trade hazard	£12,748,930 (£11,086,026)	115%	991	DAY 1

Insured Peril(s) operative 1, 2, 3, 4, 5, 6, 7, 8, 9B, 10, 11, 12, 13

Deductible(s) applicable to Insured Perils

Item Number	Insured Perils	Deductible
1, 2, 3, 4	1, 2, 3, 4, 5, 6, 7, 8, 9B, 10, 12, 13	£500 each and every loss
1, 2, 3, 4	11	£1,000 each and every loss

Endorsement(s) PD155

PROPERTY DAMAGE SPECIFICATION 2 ENDORSEMENT

PD155 - Subrogation Waiver (including Tenants)

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

Condition 6.(b) Subrogation Waiver of the Property Damage Section is replaced by the following:

(b) Subrogation Waiver

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

- (i) any company
 1. standing in the relation of parent to subsidiary to the Named Insured
 2. standing in the relation of subsidiary to parent to the Named Insured
 3. which is a subsidiary of a parent company of which the Named Insured is a subsidiaryin each case as defined by current legislation
- (ii) any tenant or lessee of Business Premises leased by the Named Insured unless
 1. Damage has been occasioned or contributed to by the fraudulent or criminal or malicious act of such a tenant or lessee
 2. Damage has occurred to parts of the Business Premises not leased or rented by such tenants other than common areas the use of which is available to all tenants

Subject otherwise to the terms conditions and exclusions of the Policy

**TERRORISM INSURANCE SECTION
SCHEDULE**

Policy Number UC POP 5660333

Effective Date 1st October 2024

Section Premium ██████████

Policy Wording Code 2011 05/12

Section Endorsement(s) TI04A

TERRORISM INSURANCE SECTION ENDORSEMENT**TI04A - Terrorism Insurance Section Amendments**

Policy Number	UC POP 5660333
Effective Date	1 st October 2024
Named Insured	North West Leicestershire District Council

ATTACHING TO AND FORMING PART OF THE ABOVE

The following amendments are made to the Terrorism Insurance Section

1. The Terrorism Insurance Section Definitions – Denial of Service Attack, Hacking and Virus or Similar Mechanism are deleted and replaced by the following:

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 or performance of networks, network services, network connectivity or Computer Systems.

Denial of Service Attack includes the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Hacking

Hacking means unauthorised access to any Computer System, whether the property of the Insured or not.

Virus or Similar Mechanism

Virus or Similar Mechanism means program, code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.

Virus or Similar Mechanism includes Trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations.

2. The following Definitions are added to the Terrorism Insurance Section Definitions:

Computer System

Computer System means a computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

Data

Data means data of any sort whatever, including tangible or intangible data and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Phishing

Phishing means any access or attempted access to Data made by means of misrepresentation or deception.

3. The Terrorism Insurance Section Exclusions are deleted and replaced by the following:

The insurance provided under this Terrorism Insurance Section does not cover:

1. Damage directly or indirectly caused or occasioned by, or happening through, or in consequence of, riot, civil commotion, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
2. any loss whatsoever directly or indirectly caused by contributed to, by or arising from, or occasioned by or resulting from:
 - (a) damage to or the destruction of any Computer System; or
 - (b) any alteration modification distortion erasure or corruption of Data;

whether such Computer System or Data is the property of the Named Insured or not, where such loss is directly or indirectly caused by or contributed to by or arises from or is occasioned by or results from a Virus or Similar Mechanism or Hacking or Phishing or a Denial of Service Attack.

Proviso to Exclusion 2

This Section Exclusion 2 shall not exclude loss proximately caused by an Act of Terrorism to the extent that such loss:

- (i) results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe, aircraft or other aerial devices or articles dropped therefrom, impact of any vehicle or water or sea-going vessel or of any goods or cargo carried in or on such vessel or vehicle, damage to or the destruction of or movement of building or structures, plant or machinery other than any Computer System; and
- (ii) comprises:
 - a. the cost of reinstatement, replacement or repair in respect of damage to or the destruction of Property; or
 - b. the amount of business interruption loss as a direct result of either damage to or the destruction of property insured by the Named Insured or to the surrounding areas or property within 1 mile of property insured by the Named Insured which shall prevent or hinder the use of or access to such Named Insured's property; or
 - c. the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the Named Insured to avoid or diminish such loss; and
- (iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by, acting on behalf of or part of any de jure or de facto government of any nation country or state.

For the purposes of this Proviso:

- A. Property shall exclude:
 - i. any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and

- ii. any Data.
- B. Notwithstanding the exclusion of Data from Property in A. ii. above, to the extent that damage to or destruction of Property within the meaning of Proviso (ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in Proviso (i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within Provisos (i) and (ii) above from being recoverable under this Section.

Subject otherwise to the terms conditions and exclusions of the Policy