

# Property owners

## Insurance policy



# Customer service information

You should read this policy together with **your** current **schedule** which gives precise details of the cover.

## Contents

Customer service information	GEN	2 - 4
General definitions	GEN	8
General conditions	GEN	9
General exclusions	GEN	10
How to make a claim	GEN	11 - 13
Claims conditions	GEN	14
How to make a complaint	GEN	15 - 16
How to cancel your policy	GEN	15 - 16
Section 1 – Property owners liability	PL	1 – 5
Section 2 - Employers liability	EL	1 – 2

# Customer service information

The insurance cover provided by this insurance policy is issued in accordance with the authorisation certain **underwriters** at **Lloyd's** and other Association of British Insurers (ABI) member insurance companies have granted to Premco Underwriting under the terms of the contract(s), referenced in the **schedule**, between Premco Underwriting and the participating syndicate(s). This contract makes Premco Underwriting agent of the participating syndicate(s) and gives them the authority to perform certain acts on its behalf but does not affect **your** rights to claim or make a complaint. The participating insurance company and/or syndicate names are detailed below and on **your schedule**.

## About the Insurer(s)

The insurer(s) are referred to throughout this document in the first person as **We**, **Us** and **Our** and the insured(s) are referred to in the second person as **You**, **Your** and **Yours**.

This insurance is underwritten by Allied World Assurance Company (Europe) DAC which is registered in Ireland, registration number 361888.

Registered Office: 3rd Floor George's Quay Plaza, Dublin 2.

Allied World Assurance Company (Europe) DAC is authorised and regulated by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority (FCA) pursuant to the European Union (Insurance and Reinsurance) Regulations 2015.

## About the Coverholder

This policy is a contract of insurance between **you** and **us**. **Your** policy has been underwritten on **our** behalf by Premco Underwriting.

Premco Underwriting is a trading style of Premier Commercial Ltd which is registered in Scotland, registration number 160330.

Registered address: Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH.

Premier Commercial Ltd trading as Premco Underwriting is authorised and regulated by the Financial Conduct Authority. FCA Registration Number 303287 and **you** can check this information is accurate on the Financial Services Register which is available to view online at <https://register.fca.org.uk>.

This contract makes Premco Underwriting **our** agent and gives them the authority to perform certain acts on **our** behalf but does not affect **your** rights to claim or make a complaint.

## Enquiries

If **you** have a general enquiry regarding **your** policy please contact **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy. **You** can contact Premco Underwriting by calling on 0330 165 2000 or by emailing [info@premco.co.uk](mailto:info@premco.co.uk).

## Things you must do

There are conditions contained in this policy which are conditions precedent to **our** liability to **you** to pay a claim intimated by **you** under the cover provided by this policy. If **you** breach any of these conditions **we** can deny **your** claim or reduce the amount **we** will pay to **you** if **your** non-compliance has had a material effect on the claim.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** could be entitled to compensation from the scheme if **we** cannot pay a claim to **you** under this policy. If **you** are entitled to compensation under the scheme, how much compensation **you** would receive would depend on the nature of this policy. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)

## Conformity

When **you** read the policy **you** will find that some items can be singular or plural, feminine, or masculine. This clause is designed to correct this. Words in the singular includes the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

# Customer service information

## Several Liability Clause

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that underwrites this contract. The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that underwrites this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion can be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this must be read as a reference to contracts in the plural.

# Customer service information

This Introduction, the Customer service information, the General definitions, General conditions, General exclusions, Sections, Section extensions, the **schedule** and any endorsements all form part of this insurance policy.

## IMPORTANT REMINDER

It is important that:

- **You** check that the information **you** have given **us** is accurate and up to date – See the Customer service information section for more details.
- **You** read the policy and understand its contents, if **you** do not understand any aspect please contact **your** insurance advisor.
- **You** comply with **your** duties under each section and under the insurance as a whole.
- **You** check that the sections **you** have requested are included in the **schedule**.

This policy must be kept in a safe place. **You** will need to refer to it if **you** have to make a claim.

This section contains important information about how **we** will deal with claims under this policy and the information **you** have given us.

### Information you have given us

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you**, or **your** appointed agent acting on **your** behalf, have given **us**. **You** must take care when answering any questions, **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information, **we** will treat **your** policy as if it never existed and decline all claims. **We** are entitled to keep any premium already paid by **you** in this situation.

If **we** establish that **you** provided **us** with false, incomplete, or misleading information, but this was neither deliberate nor reckless, it can adversely affect **your** policy and any claim.

For example:

- Where **we** could have accepted the risk and offered **you** an insurance policy, but **we** would have charged a higher premium, **we** will only pay a percentage of any claim that **you** make under the policy. **We** would do this by considering the premium **we** charged as a percentage of the higher premium **we** would have charged and then paying **you** the equivalent percentage of any claim.

So, as an example: if the premium **we** actually charged was £250 (two hundred and fifty pounds) and the higher premium **we** would have charged was £1,000 (one thousand pounds), then the premium **we** actually charged represents twenty five percent of the higher premium **we** would have charged, and **we** will only pay 25% (twenty five percent) of any claim.

- **We** will treat this policy as if it had never existed and refuse to pay all claims and return the premium. **We** will only do this if the false, incomplete, or misleading information means that **we** provided **you** with insurance cover when **we** would not otherwise have offered it at all had the risk been fairly presented.
- If **we** would have written the risk on different terms had it been fairly presented, **we** will amend the policy to include these terms. **We** will apply these amended terms as if they were already in place before a claim is made.
- **We** can cancel **your** policy in accordance with its cancellation provisions.

**We** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- amend the terms of **your** policy; or
- reduce **your** claim in accordance with the above.

If **you** become aware that information **you** have given **us** is inaccurate or incomplete, **you** must inform **us** without delay.

# Customer service information

## Data Protection

**We** act as the Data Controller. How **we** use and look after the personal information is set out below.

Information can be used by **us**, the coverholder, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **us** to process **your** personal information to enable the performance of the insurance contract, to administer **your** policy of insurance and/or handle any insurance claim **you** submit to **us** under this policy. The processing of **your** personal data could also be necessary to comply with any legal obligation **we** have and to protect **your** interest during the course of any claim.

## What we process and share

The personal data **you** have provided, **we** have collected from **you**, or **we** have received from third parties include **your**:

- 1) name; date of birth, residential address and address history.
- 2) contact details such as email address and telephone numbers.
- 3) financial and employment details.
- 4) identifiers assigned to **your** computer or other internet connected device including **your** internet protocol (IP) address.
- 5) health or criminal conviction information.
- 6) vehicle or household details.
- 7) any information which **you** have provided in support of **your** insurance claim.

**We** receive information about **you** from the following sources:

- **your** insurance broker.
- from third parties such as credit reference agencies and fraud prevention agencies.
- from insurers, claims handling agents, witnesses, the Police (about incidents) and solicitors
- directly from **you**.

**You** acknowledge that **we** if requested we can be required as a matter of law or regulation to disclose Personal Data provided to **us** to a Court of law or regulatory body such as the Prudential Regulatory Authority, the Financial Conduct Authority, Lloyd's of London, the Employers' Liability Tracing Office or any other public body or authority of competent jurisdiction and **you** consent to any such disclosure.

**We** will not pass **your** information to any third parties except to enable **us** to process **your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **we** will need to need to share **your** information with the following third parties:

- solicitors or other claims handling agents appointed by **us** or by **you**
- **underwriters** and reinsurers
- fraud and crime prevention agencies, including the Police
- other suppliers carrying out a service on **our**, or **your** behalf.

**We** will not use **your** information for marketing further products or services to **you** or pass **your** information on to any other organisation or person for sales and marketing purposes without **your** consent.

## Data Retention

**We** will hold **your** details for up to seven years after the expiry of **your** policy, complaint and/or claims settlement.

## Your rights

**Your** personal data is protected by legal rights, which include **your** rights to:

- object to **our** processing of **your** personal data.
- request that **your** personal data is erased or corrected.
- request access to **your** personal data and data portability.
- complain to the Information Commissioner's Office, which regulates the processing of personal data.

**You** can request to see what data **we** hold about **you**, there is no charge for this service.

If **you** have any questions about **our** privacy policy or the information **we** hold about **you** please contact Premco Underwriting by telephone on 0330 165 2000 or by writing to Premco at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing [info@premco.co.uk](mailto:info@premco.co.uk).

## Headings

The section headings used in this policy are for reference purposes only and will not affect the meaning or interpretation of the policy.

# General definitions

*The following definitions apply in all sections of this policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the policy, **schedule**, endorsements or conditions. To help identify these words they will appear in **bold** in the policy wording.*

## Business

The **business** activities as described in the **schedule** and which includes

1. the ownership repair and maintenance of **your own property**;
2. the provision and management of canteen social sports and welfare activities for the benefit of **you or your employees**
3. the provision and management of first aid fire security and ambulance services
4. the performance of private duties carried out by **your employees** with **your** written consent for any director partner or senior official of **yours**

and no other **business** for the purposes of this insurance.

## Communicable disease

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 of a virus, bacterium, parasite, or other organism, whether deemed living or not, and
- 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** insured hereunder.

## Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system and including any associated input, output, **data** storage device, networking equipment or back up facility.

## Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

## Cyber incident

Means

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

## Cyber loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

## Damage

Physical loss, destruction of or damage to the **property** insured.

## Data

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical **data processing** or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of such equipment.

## Data processing

Any computer or **data processing** equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

## Data processing media valuation

Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:

**Data processing media** insured by this policy suffering physical loss or **damage** insured by this policy, then the basis of valuation will be the cost of the blank media plus the costs of copying the **data** from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **data**. If the media is not repaired, replaced or restored the bases of valuation will be the cost of the blank media. However this policy does not insure any amount reflecting the value of such **data** to the Assured or any other party, even if such **data** cannot be recreated, gathered or assembled.

## ELTO

The Employers' Liability Tracing Office or any successor body or bodies to it.

# General definitions

## Employee

Any person who is

1. under a contract of service or apprenticeship with **you**;
2. a labour master or supplied by a labour master;
3. employed by labour only sub-contractors;
4. self-employed and working for **you** and under **your** control;
5. hired to or borrowed by **you**;
6. supplied to **you** for the purposes of study, work or training experience;
7. a prospective employee who is undergoing practical work experience whilst being assessed by **you** as to his or her suitability for employment;
8. a voluntary helper while working under **your** supervision and control in connection with the **business**;
9. an outworker or homeworker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work;

whilst working for **you** in the course of the **business**.

## Excess

This is the first part of any claim that **you** will have to pay after the application of all other terms and conditions of the insurance including average.

## FCA

The Financial Conduct Authority or any successor body or bodies to it.

## Goods

Any **goods** or products (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied erected repaired altered treated transported serviced or installed by **you** in the course of the **business**.

## Injury

Bodily injury death illness disease or shock causing bodily injury.

## Lloyd's

Lloyd's of London or any successor body or bodies to it.

## Money

Cash, bank and currency notes, postal and money orders, bankers' drafts, cheques, giro cheques, giro drafts, national giro payment orders, travellers cheques, crossed warrants, bills of exchange, securities for money, postage revenue, current postage stamps and unused postal franking machine units, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings certificates, national savings stamps, saving stamps, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps, VAT invoices, travel vouchers, travel tickets, airline tickets, uncrossed dividend warrants, consumer redemption vouchers, gift tokens, certificates of deposit and credit cards.

## Offshore

From the moment in time that an **employee** embarks onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an **employee** disembarks from any conveyance onto land upon their return from any offshore installation.

## Period of insurance

The period from the effective date shown in the **schedule** until the expiry date shown in the **schedule** both dates based upon Greenwich Mean Time and inclusive. This includes any subsequent period for which **we** accept payment for renewal of this policy.

## Pollution

Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and all loss, **damage** or **injury**, directly or indirectly caused by such pollution or contamination.

## PRA

The Prudential Regulation Authority or any successor body or bodies to it.

## Premises

the premises stated in the **schedule**.

## Property

Material property.

## Schedule

The **schedule** of insurance which attaches to this policy.



# General definitions

## **Terrorism**

Any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives.

## **Unoccupied**

Any building or part of any building which is unoccupied or not in use by **you** or any tenant of **you** for more than thirty consecutive days.

## **Underwriters**

The syndicates and insurance companies named in **your** insurance schedule.

## **War**

War is a phenomenon of organized collective violence that affects either the relations between two or more societies or the power relations within a society including absolute war, instrumental war, and agonistic fighting.

## **We/us/our**

The syndicates and insurance companies named in **your** insurance schedule.

## **You/your/yours**

The person or persons or corporate body named in the **schedule** and includes

1. any subsidiary company which is named in the policy **schedule** operating in or from **premises** in Great Britain, Northern Ireland the Channel Islands or the Isle of Man.
2. at **your** written request
  - 2.1. any director or **employee** of **yours** while acting on behalf of or in the course of his employment or engagement by **you** in respect of liability for which **you** would have been entitled to insurance under this policy if the claim against any such person had been made against **you**;
  - 2.2. any officer member or **employee** of **yours**, social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such;
  - 2.3. any director partner or senior official of **yours** in respect of private work conducted by any **employee** of **yours** for any such person with **your** consent.
3. in the event of **your** death **your** personal representatives in respect of liability incurred by **you** provided that such person must, as though he were **you**, observe fulfil and be subject to the terms exceptions conditions and endorsements of this insurance as far as they can apply.

# General conditions

The following are conditions of the insurance that **you** need to meet as **your** part of this contract to which this endorsement attaches. If **you** do not meet any of these conditions and that either causes a claim or contributes to a claim, **we** can reject that claim or payment in respect of that claim could be reduced. In addition to these general conditions which apply to all sections there are additional conditions which are applicable to specific sections of this insurance which will appear in this document or in your Insurance Document:

## 1. Fair presentation of the risk

- 1.1. **You** must make a fair presentation of the risk to **us** at inception, renewal and variation of the policy.
- 1.2. **We** can avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:
  - 1.2.1. Of such other nature that, if **you** had made a fair presentation, **we** would not have issued the policy. **We will** return the premium paid by **you** unless the failure to make a fair presentation is deliberate or reckless.
  - 1.2.2. If **we** would have issued the policy on different terms had **you** made a fair presentation, **we** will not avoid the policy (except where the failure is deliberate or reckless) but **we** will instead
    - 1.2.2.1. reduce proportionately the amount paid or payable on any claim, the proportion for which **we** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **we** would have charged had **you** made a fair presentation; and/or
    - 1.2.2.2. treat the policy as if it had included such additional terms (other than those requiring payment of premium) as **we** would have imposed had **you** made a fair presentation.

## 2. Maximum sums payable

At any time at **our** sole discretion **we** can pay to **you** the maximum sum payable under this policy or any lesser sums for which any claim or claims can be settled. If **we** do this, **we** will not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, this is that in the event of a claim such costs and expenses will not exceed an amount being in the same proportion as **our** payment to **you** bears to the total payment made by **you** or on **your** behalf in settlement of the claim or claims.

## 3. Conditions precedent

There are conditions contained within the policy that are conditions precedent to **our** liability. If a condition precedent applies only to a particular section it will be shown under that section.

If **you** do not comply with any part of a condition precedent, **we** will not pay for any claim, except that where the condition precedent concerned:

- 3.1. Operates only in connection with particular premises or locations, **we** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition.
- 3.2. Operates only at particular times, **we** will pay for any claim where **you** show on the balance of probabilities that its non-compliance with the condition precedent did not cause or contribute to the injury, loss, damage or liability which occurred.
- 3.3. Would, if complied with, tend to reduce particular types of injury, loss, damage or liability, **we** will pay for any claim where **you** show on the balance of probabilities that non-compliance with the condition precedent did not cause or contribute to the injury, loss, damage or liability which occurred.

## 4. Care and prevention

It is a condition of this insurance that **you** take all care to prevent accidents and to maintain and keep in proper repair **your premises**, plant and everything used in the **business**. **You** must make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances could require. **You** must also take all care to act in accordance with all statutory obligations and regulations and to employ only competent **employees**. If **you** do not do so **we** will reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

You will at your own expense

- 4.1. take all reasonable precautions to prevent or reduce damage;
- 4.2. cease any activity which could give rise to liability under this policy;
- 4.3. maintain all buildings, furnishings, ways, works machinery, caravans and vehicles in sound condition;
- 4.4. exercise care in the selection and supervision of employees;
- 4.5. remedy any defect or danger as soon as possible after discovery and in the meantime take such additional precautions as the circumstances could require; and
- 4.6. comply with all statutory requirements and other safety regulations imposed by any authority.

## 5. Cancellation

**We** can cancel this insurance by giving **you** fourteen days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium, subject to a deduction for any commission paid to **your** insurance broker. If **we** have paid any claim, or part of any claim, or a payment is pending to **you** in respect of a claim then no refund of premium will be given.

# General conditions

## 6. Other insurance

If at the time of any claim there is, or but for the existence of this policy would be, any other insurance in favour of or purchased by **you** or on **your** behalf, applicable to such claim, **we** will not be liable under this policy to pay **you** in respect of such a claim except beyond the amount which would be payable under such other insurance had this policy not been purchased.

## 7. Average

If at the time of any **damage** the sum insured on any item of the **property** insured or **consequential loss** is less than the total value of such **property**, **you** will be considered as being **your** own insurer for the difference and **you** will bear a rateable share of the loss accordingly.

## 8. Insolvency

This insurance will be cancelled if

8.1. the **business** is wound up, carried on by a liquidator or administrator, or permanently discontinued; or

8.2. **your** interest ceases otherwise than by death

at any time after the commencement of this insurance unless **we** agree it can continue.

## 9. Survey and Risk Improvement Requirements

It is a condition of this insurance that **you** permit **us** to survey **your premises** and business operations and that **you** will comply and continue to comply with all risk improvement requirements that have been notified to **you** and agreed to by **you** or on **your** behalf. If **you** do not do so **we** will reject, or be unable to deal with, **your** claim, or be unable to pay **your** claim in full.

## 10. Changes in circumstances

**You** must, without delay, give notice in writing of any change in the information **you** provided **us** with. If **you** do not do so **we** can reject, or be unable to deal with, **your** claim or be unable to pay **your** claim in full.

## 11. Governing law

The laws of England and Wales will apply to this policy and any attached endorsements unless **we** agree otherwise with **you** in writing before issuing the policy. Any disputes arising under this policy will be subject to the exclusive jurisdiction of the English Courts.

## 12. Contract (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 (as amended or replaced from time to time) to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 13. Several liability

**Our** obligations under this policy are several and not joint and are limited solely to the extent of **our** individual subscription. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

## 14. Excess

**We** will not be liable for the amount of the **excess** stated in the **schedule** in respect of each and every loss calculated after the application of all other terms and conditions of this policy.

## 15. Identification

The policy, **schedule**, certificates and appendices are to be read together as one contract. Any word or expression to which a specific meaning has been given in any part of the policy, **schedule** or sections will have the same meaning wherever it appears unless **we** state otherwise.

## 16. Instalments

If **you** are paying the premium through a loan taken out with a finance house and **we** cancel the policy due to non-payment of an instalment or any other reason, any refund of premium will be made directly to the finance house.

In the event of a default, the cancellation will be effective from the day the finance house advises **us** of the default.

## 17. Tax

**You** will pay any tax due on the premium in accordance with current legislation.

## 18. Unoccupied premises

**We** must be notified in writing immediately of any **unoccupied** building or **unoccupied** portion of a building insured that becomes occupied or any occupied building which becomes **unoccupied** or partially **unoccupied**. An additional premium and terms will be applied if required.

# General conditions

## 19. Security of unoccupied premises

It is a condition of this insurance that you ensure in respect of **premises unoccupied** for more than 30 days the following conditions are complied with unless otherwise agreed by **us** in writing

- 19.1. all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes); and
- 19.2. all water tanks, apparatus, pipes and heating other than those connected to automatic sprinkler systems must be drained down; and
- 19.3. all reasonable precautions are taken to ensure that the buildings are secure against entry by intruders including
  - 19.3.1. securely locking and fastening all doors and windows; and
  - 19.3.2. any letter boxes being sealed; and
  - 19.3.3. setting all security and alarm protections in full operation and ensuring that the protections are in proper working order; and
- 19.4. all waste refuse and other disused combustible materials will be cleared from the building and removed from the **premises** at least once a week; and
- 19.5. tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the buildings becoming **unoccupied**; and
- 19.6. the buildings must be inspected at least once every 7 days by the insured or the insureds nominee in order to inspect the **premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections; and
- 19.7. notice is to be given to **us** when any untenanted or **unoccupied** building (or part thereof) is again occupied.

**We** will not be liable for any **damage** or **Injury** arising out of or in connection with any works of alteration demolition refurbishment or renovation.

# How to make a claim

1. This policy does not cover failure of any **computer system**, whether or not **your property**, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any **computer system** relating to date or time compliance.
2. This policy does not cover any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.
3. This policy does not cover or provide any benefit where doing so would breach any sanction, prohibition or other restrictions imposed by law or regulation.
4. Any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment award or settlement either in whole or part) unless **you** have requested that there be no such limitation and have accepted the terms offered by **us** in granting such cover, which offer and acceptance must be subject to specific endorsement to this policy.
5. This policy does not cover any liability assumed by **you** under any express warranty, agreement or guarantee unless such liability would have attached to **you** irrespective of such express warranty, agreement or guarantee.
6. This policy does not cover death, disablement or **damage** to any **property**, any loss or expense resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by, contributed to or arising from:
  - 6.1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or;
  - 6.2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components;but as far as concerns **injury** to any **employee** which arises out of and in the course of their employment or engagement by **you** this exclusion applies only in respect of:
  - i) liability of any principal, including directors, partners, or senior officials;
  - ii) liability assumed by **you** by agreement and which would not have attached in the absence of such agreement.
7. This policy does not cover **damage** directly caused by pressure waves caused by aircraft and other aerial devices travelling at Sonic or supersonic speeds.
8. This policy does not cover
  - 8.1. **money**, jewellery, precious stones, precious metals (except where parts of machinery or tools) bullion, bonds, furs, curiosities, rare books, works of art, patterns, models, moulds, plans and designs; or
  - 8.2. **goods** held in trust or on commission, documents, manuscripts, business books, **computer systems**, records, explosives, video tapes or cassettes for sale or hire; or
  - 8.3. **property** in transitunless specifically mentioned.
9. This policy does not cover liability, damage or consequential loss directly or indirectly caused by or arising out of terrorism except as provided for in section 1. employers liability extension 3.. In any action, suit or other proceedings where we allege that damage or consequential loss caused by terrorism is not covered by this policy, the burden of proving that such damage or consequential loss is covered will be upon you.
10. This policy does not cover **damage** or consequential loss in Northern Ireland occasioned by, happening through or in consequence directly or indirectly of civil commotion.
11. This policy does not cover any liability caused by or arising out of **pollution** apart from that specified under Section 1-Public.
12. **We** will not indemnify **you** against liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which has contributed concurrently or in a consequence of loss.

This exclusion does not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify **you** for all liability arising out of such work.

# How to make a claim

## 13. **Property** cyber and **data** exclusion

- 13.1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes any
- 13.1.1. **cyber loss**;
- 13.1.2. loss, **damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**;
- regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 13.2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder will remain in full force and effect.
- 13.3. This exclusion supersedes and, if in conflict with any other wording in the policy, or any exclusion, clause, endorsement, or condition, having a bearing on **cyber loss** or **data**, replaces that wording.

## 14. This policy does not cover **damage**, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## 15. **Communicable disease** exclusion

*(this exclusion does not apply to Section 4 – Employers liability)*

- 15.1. This policy does not insure any loss, **damage**, liability, **injury**, claim, cost, expense, or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.
- 15.2. For the purposes of this endorsement, loss, **damage**, liability, **injury**, claim, cost, expense, or other sum, includes, but is not limited to, any cost to clean up, detoxify, remove, monitor or test;
- 15.2.1. for a **communicable disease**, or
- 15.2.2. any **property** insured hereunder that is affected by such **communicable disease**.
- 15.3. This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage with the exception of the cover provided under Section 8 – Employers liability of this insurance.

16. **We** will not indemnify **you** under this insurance against liability arising from any work conducted at heights exceeding 10 (ten) metres from ground or floor level.
17. **We** will not indemnify **you** under this insurance against liability arising from work conducted at depths exceeding 2 (two) metres.
18. **We** will not indemnify **you** under this insurance against liability arising from or in connection with any hazardous work, hazardous work is defined as:
- 18.1. any work of demolition except demolition solely undertaken with handheld tools and of structures not exceeding 5 (five) metres in height when such work forms an ancillary part of a contract for construction alteration or repair; and
- 18.2. roofing work of any nature and/or work on roofs including repair and construction of owned **premises**; and
- 18.3. the construction alteration maintenance or repair of bridges viaducts towers steeples spires pylons or chimney shafts; and
- 18.4. work involving underpinning pile driving quarrying tunnelling mines ships or blast furnaces; and
- 18.5. the construction of basements
- 18.5.1. in excess of 2 (two) floors; and/or
- 18.5.2. in excess of 50 (fifty) square metres;
- 18.6. the use of explosives; and
- 18.7. any work undertaken airside or on or in the immediate vicinity of aircraft; and
- 18.8. the burning of debris, waste, or other discarded materials; and
- 18.9. any work on or in
- 18.9.1. docks harbours or railways;
- 18.9.2. chemical or petrochemical works oil or gas refineries or storage facilities;
- 18.9.3. power stations or nuclear power stations;
- 18.9.4. new build contract sites exceeding four floors in post codes EC1-4, SW1, W1,W2, W9, W10, WC1, WC2 or E14;

## 19. **Sanctions**

**We** will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation

## 20. **War and Terrorism**

This policy does not cover liability, **damage** or consequential loss directly or indirectly caused by or arising out of **war** or **terrorism**, except as provided for in section 4. employers liability extension 3.

In any action, suit or other proceedings where **we** allege that **damage** or consequential loss caused by **war** or **terrorism** is not covered by this policy, the burden of proving that such **damage** or consequential loss is covered will be upon **you**.

# How to make a claim

If **you** wish to make a claim under any other section please contact:

**Premco Underwriting**

Stanhope House  
12 Stanhope Place  
Edinburgh  
EH12 5HH

**You** can telephone them on 0330 165 2000  
**You** can email them at [claims@premco.co.uk](mailto:claims@premco.co.uk)

**You** can download the relevant claim form from our website [premco.co.uk/premco-claims/](http://premco.co.uk/premco-claims/)

# Claims conditions

1. 1. If any claim is in any respect fraudulent or if **you** or anyone acting on **your** behalf use any fraudulent means to obtain any benefit under this policy or deliberately cause **damage** all benefit under this policy will be forfeited from the date of the fraudulent act.
2. If **you** wish to intimate a claim under the terms of this policy the following conditions precedent to **our** liability will apply:
  - 2.1. it is a condition that **you** notify **us** as soon as possible of anything which could give rise to any claim being made against **you** and for which there could be liability under this policy. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. Details of how to give this notice are given on page GEN15.
  - 2.2. It is a condition that **you** notify **us** immediately, and certainly within seven days, when any claim is actually made against **you** (whether written or oral) and for which there could be liability under this policy. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. Details of how to report a claim are given on page GEN15.
  - 2.3. It is a condition that **you** advise **us** immediately, and certainly within seven days, if at any time **you** know of any impending prosecution, inquest, or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. Details of how to give this notice are given on page GEN15.
  - 2.4. It is a condition that **you** will, as soon as possible, provide **us** with such particulars and information as **we** will require in relation to any occurrence or claim notified to **us**, and forward to **us**, immediately, and certainly within seven days, every letter, claim form, writ, summons, process, or any other legal papers. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full.
3. **We** will be entitled to take over and conduct in **your** name the defence or settlement of any claim, and can choose to prosecute at **our** own expense and for **our** benefit any claim for insurance or damages against any other persons, and **you** agree to provide all information and assistance required. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. No admission of liability or offer, promise or payment can be made without **our** written consent.
4. **We** will not pay any claim under this policy unless **you** have complied with the terms of condition 2.
5. If **we** choose or are required to reinstate or replace any **property** **you** must at **your** own expense give **us** all such plans, documents, books and information as **we** will reasonably require.

**We** are not bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and are not in any case bound to pay out more than the sum insured on any item.
6. In the event of any **damage** for which a claim is or could be made under this policy **we** and any person authorised by **us** can, without incurring any liability or diminishing **our** right to, rely upon any conditions of this policy enter, take or keep possession of the building or **premises** where the **damage** has happened and any **property** insured under this policy.

If **you** or anyone acting on **your** behalf does not comply with **our** requirements or hinders or obstructs **us** in doing any of the above, then all benefit under this policy will be forfeited. **You** are not in any case entitled to abandon any **property** to **us** whether **we** take possession of it or not.

**You** or anyone acting on **your** behalf must not make any admission, offer, promise or payment without **our** written consent. **We** have the right to take over and conduct in **your** name the defence or settlement of any claim or to prosecute any claim in **your** name for **our** own benefit and **we** will have full discretion in the conduct of any proceedings and in the settlement of any claim.

**You** must give **us** all such assistance as **we** require.
7. Any claimant under this policy must at **our** request and expense do and allow all such acts and things as **we** reasonably require for the purpose of enforcing any rights and remedies **we** have of obtaining recovery or indemnity from third parties, irrespective of whether **we** require this before or after **we** indemnify **you**.
8. If at the time of any claim there is any other insurance covering **your** interest in the **property** **damaged** or the same legal liability **our** liability under this policy is limited to its rateable proportion of such claim.

If the other insurance is subject to any condition of average this policy if not already subject to any condition of average will be subject to average in the same way.

If any other insurance effected by **you** or on **your** behalf covers any of the **property** insured but is subject to any provision which excludes it from ranking concurrently with this policy either in whole or in part or from contributing rateably to the **damage**, **our** liability under this policy is limited to such proportion of the **damage** as the sum insured bears to the value of the **property**.
9. If any difference as to the amount to be paid under this policy (liability being otherwise admitted) arises, it will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is referred to arbitration the making of any award will be a condition precedent to any right of action against **us**.



# How to make a complain

## Your right to complain

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** must, in the first instance, contact **us** or **your** broker where applicable. In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights.

Crawford Boyd  
Premco Underwriting  
By email: [complaints@premco.co.uk](mailto:complaints@premco.co.uk)  
By telephone: 0330 165 2000  
By mail: Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH

If **your** complaint cannot be resolved by the Complaints Department within two weeks, or if **you** have not received a response within two weeks **you** are entitled to refer the matter to **Lloyd's**. **Lloyd's** will then conduct a full investigation of **your** complaint and provide **you** with a written final response.

### **Lloyd's contact details are:**

By email: [complaints@Lloyd's.com](mailto:complaints@Lloyd's.com)  
By telephone: 44 (0)20 7327 5696  
By mail: Policyholder & Market Assistance, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN

Details of **Lloyd's** complaints procedures are set out in a leaflet "**Your** Complaint – How **We** Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **you** remain dissatisfied after **Lloyd's** has considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date **Amlin** received **your** complaint, **you** are entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge.

### **The Financial Ombudsman Service contact details are:**

By email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
By telephone: 0207 964 0500 or from a mobile 0300 123 9123  
By facsimile: 0207 964 0500  
By mail: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

There is information regarding the Financial Ombudsman Service on its website which can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of **our** final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a micro-enterprise that has a turnover of less than €2,000,000 (two million Euros) and fewer than 10 **employees** or a small business with an annual turnover of less than £6,500,000 (six and a half million pounds) and a balance sheet total of less than £5,000,000 (five million pounds) or fewer than 50 (fifty) employees.

# How to cancel your policy

## Cancellation

**You** can cancel this insurance at any time by notifying **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy or by writing to Premco at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing [info@premco.co.uk](mailto:info@premco.co.uk) or by telephoning 0330 165 2000.

If **you** have not made a claim under the terms of this policy at the time **you** wish to cancel it, and **you** are not aware of any incident which will give rise to a claim, **we** will refund a proportionate amount of **your** premium provided the premium has not been designated as a minimum and deposit premium in the **schedule**.

## Cooling off

**You** can cancel this insurance within 14 days of it commencing by notifying **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy, or by writing to Premco at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing [info@premco.co.uk](mailto:info@premco.co.uk) or by telephoning 0330 165 2000. If **you** cancel this insurance within 14 days of it commencing **you** will be charged a pro-rata premium for the period of cover provided, however, if **you** have intimated a claim or intend to intimate a claim occurring within 14 days of it commencing the full premium is payable without refund and any refund granted must be repaid before **we** will deal with any claim.

# Section 1 Property owners' liability

## Insuring clause

We will cover **you** under the terms of this policy in respect of:

1. All sums which **you** will become legally liable to pay as damages including claimants' costs and expenses in respect of;
  - 1.1. accidental **injury** to any person; and
  - 1.2. accidental physical loss of, or physical damage to **property**; and
  - 1.3. obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; and
  - 1.4. wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution;in connection with the **business** and occurring anywhere within the geographical limits given below during the **period of insurance** stated in the **schedule**.
2. All costs and expenses incurred by **you** (except as described in 3 below) with **our** written consent in respect of any claim against **you** which are covered by this policy.
3. The payment of legal and other defence fees incurred with **our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which **your employee** or principal, including any director, partner, or senior official, of **yours** has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **injury** or loss of or **damage to property** which is covered by this policy.

## Territorial limits

1. In Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
2. whilst temporarily outside the countries named in 1. provided that any such **employee** is
  - 2.1. ordinarily resident in any of the countries named in 1; and
  - 2.2. engaged in non-manual work.

## Limit of liability

The most **we** will pay under this section (including any extensions) for damages in respect of any one claim against **you** or series of claims against **you** arising out of one occurrence will not exceed, in the aggregate, the **limit of liability** stated in the **schedule**.

Any costs and expenses incurred by **you** in respect of this section under this policy will be payable in addition to the **limit of liability** stated in the **schedule**.

## Conditions

These apply in addition to the general conditions.

1. **Mandatory search for existing infrastructure**

It is a condition of this insurance that prior to the commencement of any excavation digging or earth- moving operation **you** will have inquired with the owner and/or relevant authority responsible for existing underground cables pipes or other underground facilities as to the location of such cables pipes or other underground facilities at the contract site and **you** will retain a written record of and response to the said inquiry and produce this to **us** if **we** request **you** to do so.
2. **Work involving bona fide sub-contractors**

**We** will not indemnify **you** under this insurance in respect of any claim arising out of or in connection with work undertaken on **your** behalf by bona fide independent contractors (not defined as an employee under this Insurance) unless at the time of engaging such contractors **you** obtain and retain a copy of the relevant insurance policy schedule or other proof thereof that such contractors have in force

  - 2.1. an approved Employers Liability insurance in accordance with any law relating to compulsory insurance of liability to employees; and
  - 2.2. public and products Liability insurance suitable for the nature of the work undertaken on **your** behalf and with a limit of indemnity not less than that applying to this insurance and containing an indemnity to principal's clause
3. **Application of heat precautions**

It is a condition precedent to **our** liability under this insurance that the following special precautions will be complied with on each occasion in relation to any of the following work and that in relation to the following work no work will be carried out unless specifically authorized by the occupier of the premises at which the work is to be undertaken and that the occupier will specifically approve the following safety arrangements:

  - 3.1. In respect of work involving any blow lamp, blow torch, flame gun or hot air gun or work involving electric gas or other welding cutting or portable grinding equipment **you** will ensure that
    - 3.1.1. the area in which work is to be carried out (including adjoining shafts or openings and the area the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the **property** to be worked upon) is in danger of ignition either directly or by conduction of heat;
    - 3.1.2. wherever practicable all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection;

# Section 1 Property owners' liability

- 3.1.3. suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
  - 3.1.4. all burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use;
  - 3.1.5. hot air guns are to be switched off when unattended and immediately after use;
  - 3.1.6. all portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use;
  - 3.1.7. a person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off;
  - 3.1.8. wherever practicable gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work;
  - 3.1.9. a continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) and a further check is to be made not less than 30 minutes immediately following the completion of each period of work. A suitable employee is to be responsible for fire safety for each period of work; and
- 3.2. In respect of work involving asphalt or bitumen tar boilers **you** will ensure that
- 3.2.1. regulation spill trays are to be used;
  - 3.2.2. all tar boilers are to be kept wholly at ground level;
  - 3.2.3. the equipment and work is not to be left unattended at any time whilst in use;
  - 3.2.4. suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
  - 3.2.5. immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).

## Extensions

These apply in addition to the general extensions.

### 1. Movement of obstructing vehicles

**We** will cover **you** in respect of liability for **injury** or loss of or **damage** to **property** caused by or arising from any vehicle (not owned or hired by or lent to **you**) being driven by **you** or by any **employee** with **your** permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.

**We** will only cover **you** under this section extension if:

- 1.1. movements are limited to vehicles parked on or obstructing **your** premises or any site at which **you** are working; and
- 1.2. the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle; and
- 1.3. the vehicle causing obstruction is driven by use of the owner's ignition key.

**We** will not cover **you** against liability;

- 1.4. in respect of **damage** to such vehicle;
- 1.5. in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

### 2. Defective premises act

**We** will cover **you** in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by **you** for purposes pertaining to the **business** and which have since been disposed of by **you**.

**We** will not cover **you** against liability

- 2.1. for which insurance is provided by any other insurance; and
- 2.2. for the costs of remedying any defect or alleged defect in such premises.

### 3. Leased or rented premises

**We** will cover **you** in respect of liability for loss of, or **damage** to, premises including their contents being leased or rented to **you**. **We** will not cover **you** against liability assumed by **you** under any agreement, which would not have attached in the absence of such an agreement.

### 4. Overseas personal liability

**We** will cover

- 4.1. **You; and**
- 4.2. at **your** request
  - 4.2.1. any director partner or **employee** of **yours**; and
  - 4.2.2. any spouse or child of the persons stated in a) or b) i) above who are accompanying such persons;

in respect of personal liability incurred by such persons for accidental **injury** to any person or accidental loss of or **damage** to **property** in connection with an event occurring in a country outside of the geographical limits of section 9 whilst on a temporary visit to such country in connection with the **business**;

provided that

# Section 1 Property owners' liability

- 4.3. any insured person under this section extension will as though they were **you** be subject to the introduction, the customer service information, the general definitions, general conditions, general exclusions, sections, section extensions, the **schedule** and any endorsements to this policy;
- 4.4. nothing in this section extension will increase **our** liability to pay any amount exceeding the limit of liability stated in the **schedule**, regardless of the number of persons claiming to be covered.

**We will not cover you** in respect of

- 4.5. contractual liability; or
- 4.6. liability for which insurance is provided by any other insurance; or
- 4.7. liability in respect of **damage** to **property** belonging to or in the custody or under the control of any person insured under this section extension; or
- 4.8. liability in respect of **injury** to any insured person under this section extension; or
- 4.9. liability caused by or arising from
  - 4.9.1. the ownership or occupation of land or buildings; or
  - 4.9.2. the carrying on of any business profession trade or employment; or
  - 4.9.3. the ownership possession or use of animals other than domestic dogs or cats.

## 5. Data Protection Act

If **you** have registered in accordance with the terms of the Data Protection Act 2018, or have applied for such registration which has not been refused or withdrawn, or were previously registered in accordance with the terms of the Data Protection Act 1998, **we** will cover **you** under this section 9 extension in respect of compensation for **damage** arising out of any claim under Section 169 of the Data Protection Act 2018 not otherwise insured hereunder and first made against **you** during the **period of insurance** stated in the **schedule**.

**We will not cover you** for damages, costs and expenses that exceed the limits of liability stated in the **schedule**, and notwithstanding anything stated in the **schedule** or elsewhere in this policy to the contrary the said limit of liability will for the purpose of this section extension apply in respect of the total of all claims during the **period of insurance** stated in the **schedule**.

## 6. We will not cover you in respect of

- 6.1. fines levied by the Information Commissioner's Office or imposed as a result of conviction under the Data Protection Act 2018; or
- 6.2. 10% (ten per cent) of each claim subject to a minimum of £500 (five hundred pounds) and a maximum of £5,000 (five thousand pounds); or
- 6.3. liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this section extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; or
- 6.4. for the costs of replacing reinstating rectifying or erasing any personal **data**; or
- 6.5. liability caused by, or arising from, any incident or circumstances known to **you** at the start of the **period of insurance** stated in the **schedule** which could give rise to a claim; or
- 6.6. caused by or arising from the recording processing or provision of **data** for reward or the determining of the financial status of a person;
- 6.7. contractual liability; or
- 6.8. liability in respect of **injury** to any person or **damage** to **property**.

## 7. Health and Safety at Work Act etc and Corporate Manslaughter

**We will cover you** and at **your** request any director, partner, senior official or **employee** of **yours**, in respect of legal costs and expenses incurred with **our** written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- 7.1. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; and / or
- 7.2. the Corporate Manslaughter and Corporate Homicide Act 2007;

Provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **business**, and where there is also a claim or potential claim for damages against **you** or any of the additional persons insured, **you** are entitled to cover under this policy.

**We will only pay** the costs and expenses of legal representation for an appeal against conviction if

- 7.3. any related claim against **you** for damages remains unsettled; and
- 7.4. in the opinion of the legal representatives acting for **you** an appeal is more likely than not to succeed; and
- 7.5. the total amount of any damages likely to be awarded against **you** exceeds the total cost of legal representation for an appeal.

**We will not cover you** in respect of

- 7.6. fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention; or
- 7.7. any circumstances for which cover is provided by any other insurance; or
- 7.8. proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; or
- 7.9. proceedings which arise out of any activity or risk excluded from this policy.

If a claim for damages is settled or is withdrawn, **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.

## 8. Court attendance costs

If any of the people mentioned below attend court as a witness at **our** request, in connection with a claim in respect of which **you** are

# Section 1 Property owners' liability

entitled to insurance under this policy, **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required

- 8.1. £250 (two hundred and fifty pounds) for **you** or any of the directors or partners of **yours**; or
- 8.2. £100 (one hundred pounds) for any **employee**.

## Exclusions

These apply in addition to the general exclusions.

**We** will not cover **you** under this section against liability

1. for loss of or **damage** to **property** belonging to **you** or in the custody or control of the **insured** or of any **employee** of **your** other than;
  - 1.1. personal effects (including vehicle and their contents) of **employees** or visitors; or
  - 1.2. any premises including their contents not being premises leased or rented to **you** which are temporarily occupied by **you** for the purpose of carrying out work therein or thereon; or
  - 1.3. any other **property** on which **you** or any **employees** or agent of **yours** is, or has been carrying out work but **we** will not indemnify **you** in respect of loss or **damage** to that part of any **property** being worked upon;
2. arising from the ownership possession or use under the control of **you** or of any **employee** of **yours** of
  - 2.1. any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other policy or security;
  - 2.2. any craft intended to travel through air or space or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length);
3. for loss caused by any **goods** after they have left **your** custody or control other than food or drink supplied primarily for the use of **your employees** or for entertainment purposes;
4. for loss arising from professional advice given separately for a fee or other charge by **you** or by anyone on **your** behalf or in circumstances where a fee would normally be charged;
5. for the amount of the **excess** stated in the **schedule**;
6. for **injury** sustained by an **employee** which arises out of and in the course of their employment or engagement by **you**;
7. for loss of, or **damage**, or legal liability occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **damage** to **property** by or under the order of any government, or public, or local authority;
8. for loss of, or **damage** to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of **goods**;
9. for liability arising from **goods** used with **your** knowledge in connection with aircraft and other aerospace devices (including drones), watercraft, or **offshore** structures;
10. for **injury**, loss, **damage**, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health;
11. for **injury**, loss, **damage**, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or allergens;
12. any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion will not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **period of insurance** stated in the **schedule**;
13. for any loss of any kind caused by or attributable to
  - 13.1. an outbreak of a disease that becomes an epidemic whether or not declared to be an epidemic by any competent civil authority; and / or
  - 13.2. an outbreak of a disease declared or categorised by the World Health Organisation as a pandemic; or
  - 13.3. a Public Health Emergency of International Concern declared by the World Health Organisation.

For the avoidance of doubt, where an epidemic, pandemic or Public Health Emergency of International Concern occurs, this policy will not insure loss of any kind for any period prior to such epidemic, pandemic or Public Health Emergency of International Concern.

For the purposes of this exclusion **loss** means and includes all sums which **you** become legally liable to pay as damages including claimants' costs and expenses, and, in addition, includes but is not limited to, any kind of pecuniary losses whether described as compensation, legal costs, defence costs, other costs, expenses, fees, charges or similar terms.

# Section 2 Employers' liability

## Insuring clause

We will cover **you** under the terms of this policy in respect of:

1. All sums which **you** will become legally liable to pay as damages including claimants' costs and expenses in respect of **injury** sustained by an **employee** of **yours** arising out of and in the course of their employment or engagement by **you** and caused during the **period of insurance** stated in the **schedule** in connection with the **business** and occurring within the geographical limits given below.
2. All costs and expenses incurred by **you** (except as described in 3 below) with **our** written consent in respect of any claim against **you** which are covered by this policy.
3. The payment of legal and other defence fees incurred with **our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death, and at which **your employee** or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **injury** which is covered by this policy.

## Territorial limits

1. In Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
2. whilst temporarily outside the countries named in 1. provided that any such **employee** is
  - 2.1. ordinarily resident in any of the countries named in 1; and
  - 2.2. engaged in non-manual work.

## Limit of indemnity

The most **we** will pay under this section in respect of any one claim against **you**, or series of claims against **you** arising out of one occurrence, inclusive of all costs and expenses will not exceed, in the aggregate, the limit of liability stated in the **schedule**.

## Rights of recovery

The cover granted by this insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in Great Britain, Northern Ireland, the Channel Islands and Isle of the Man but **you** will repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

## Conditions

*The following are conditions of the insurance that you need to meet as your part of this contract to which this endorsement attaches. If you do not meet any of these conditions and that either causes a claim or contributes to a claim, we can reject that claim or payment in respect of that claim could be reduced.*

1. **Provision and observance of Personal Protective Equipment**
  - 1.1. all labour only sub-contractors are inducted onto a contract site in accordance with HSE guidance (<https://www.hse.gov.uk/construction/safetytopics/site-rules-induction.htm>) and a written record of the induction retained by **you** and provided to **us** on **our** written request; and
  - 1.2. **you** undertake to provide adequate supervision of all labour only sub-contractors to ensure site rules are adhered to; and
  - 1.3. all employees and labour only sub-contractors are made aware of the dangers of not using personal protective equipment; and
  - 1.4. personal protective equipment is provided by **you** if required by both employees and labour only sub-contractors; and
  - 1.5. employees conducting welding and hot work activities are protected from carcinogenic fumes by the issue of respiratory protective equipment in accordance with the Health and Safety Executive's Control Approach R; and
  - 1.6. a register is maintained which demonstrates that employees have received appropriate training and are fully conversant with the way in which to access such personal protective equipment and is made available to **us** upon **our** written request.
2. **Risk assessment & method statement condition**

It is a condition of this insurance that

  - 2.1. **you** perform a risk assessment prior to the commencement of a contract which identifies:
    - 2.1.1. the risks to the health and safety of **your** employees to which they are exposed whilst they are at work; and
    - 2.1.2. the risks to the health and safety of persons not in **your** employment arising out of or in connection with the conduct of **your** business activities;
  - 2.2. prepare and appropriately distribute a method statement which details how the contract will be executed;
  - 2.3. **you** agree that risk assessments and method statements will be in written form and made available to **us** upon **our** written request.

## Extensions

These apply in addition to the general extensions:

1. **Unsatisfied court judgements**

Where a judgement for damages has been obtained by any **employee** or the legal personal representatives of any **employee**:

  - 1.1. in respect of **injury** sustained by the **employee** arising out of and in the course of employment by **you** in the **business**; or
  - 1.2. against any company or individual operating from or resident in premises within the geographical limits in any court situate in the geographical limits;

and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at **your** request **we** will pay to the **employee** or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied;

## Section 2 Employers' liability

provided that;

- 1.3. there is no appeal outstanding; and
- 1.4. if any payment is made by **us** the **employee** or the said legal personal representatives will assign the judgement to **us**; and
- 1.5. this section of the policy, Employers' liability, is operative at the time that such **injury** is caused; and
- 1.6. **our** liability for damages costs and expenses will not exceed the amount stated as the limit of indemnity in the **schedule**.

**We** will not cover any judgment where an appeal remains outstanding.

### 2. Indemnity to principal

**We** will cover any principal under this section against liability in respect of **injury** or loss of, or **damage** to, **property**, to the extent that any contract or agreement entered into by **you** with any principal so requires;

provided that;

- 2.1. payment would be made against **you**; and
- 2.2. the principal will observe, fulfil and be subject to the terms conditions and endorsements of this policy as far as they can apply; and
- 2.3. no payment will be made by **us** in respect of liquidated damages or under any penalty clause; and
- 2.4. payment made by **us** under this section, Employers' liability, will only apply in respect of liability to any person who is an **employee**.

### 3. Health and Safety at Work Act etc and Corporate Manslaughter

**We** will cover **you** and at **your** request any director, partner, senior official or **employee** of **yours**, in respect of legal costs and expenses incurred with **our** written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

- 3.1. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; and / or
- 3.2. the Corporate Manslaughter and Corporate Homicide Act 2007;

provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **business**, and where there is also a claim or potential claim for damages against **you** or any of the additional persons insured, **you** are entitled to cover under this policy.

**We** will only pay the costs and expenses of legal representation for an appeal against conviction if;

- 3.3. any related claim against **you** for damages remains unsettled; and
- 3.4. in the opinion of the legal representatives acting for **you** an appeal is more likely than not to succeed; and

**we** will not cover **you** in respect of;

- 3.5. fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention; or
- 3.6. any circumstances for which cover is provided by any other insurance; or
- 3.7. proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; or
- 3.8. proceedings which arise out of any activity or risk excluded from this policy.

If a claim for damages is settled or is withdrawn, **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.

### 4. Court attendance costs

5. If any of the people mentioned below attend court as a witness at **our** request, in connection with a claim in respect of which **you** are entitled to insurance under this policy, **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required;

- 5.1. £250 (two hundred and fifty pounds) for **you** or any of the directors or partners of **yours**; and
- 5.2. £100 for any **employee**.

### 6. Offshore

If **we** are required by compulsory insurance regulations then **we** will make a payment in respect of **injury** occurring **offshore**. The amount **we** will pay **you** or on **your** behalf will be limited to £5,000,000 (five million pounds) any one occurrence.

### 7. Terrorism

**Injury** as a result of **terrorism** to any **employee** of **yours** which arises out of and in the course of employment or engagement by **you**. The amount **we** will pay **you** or on **your** behalf will be limited to £5,000,000 (five million pounds) any one occurrence.

## Exclusions

These apply in addition to the general exclusions.

**We** will not indemnify **you** under this section against liability for **injury** sustained by any **employee** of **yours**

1. in respect of which compulsory insurance or security is required to be arranged by **you** under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order; or
2. whilst **offshore**.

If **we** are required by compulsory insurance regulations to make a payment in respect of **injury** occurring **offshore** then the limit of indemnity of £5,000,000 (five million pounds) any one occurrence will apply.