

Property owners

Insurance policy



Customer service information

Important

This policy is a legal contract and it is important that **you** read it carefully to make sure that it meets **your** requirements. If it does not, or if **your** insurance requirements change, please let **your** insurance adviser know immediately.

We would remind **you** that **you** must tell **us** immediately of any facts or changes which might affect **our** assessment or acceptance of this insurance. If **you** do not disclose all relevant facts **you** may invalidate **your** policy or **your** policy may not operate fully.

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

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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** must read and understand the policy
- **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 should be kept in a safe place. **You** may need to refer to it if **you** have to make a claim. **We** recommend that **you** retain details of **your** Employers' liability insurance for at least 40 years if this cover is provided by this insurance.

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** may not return premium already paid by **you** in this situation.

If **we** establish that **you** provided us with false, incomplete or misleading information, it can adversely affect **your** policy and any claim.

For example:

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

So, as an example: if the premium **we** actually charged was £250 and the higher premium **we** would have charged was £1,000, then the premium **we** actually charged represents 25% of the higher premium **we** would have charged and **we** shall only pay 25% of any claim;

- **We** may treat this policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **your** insurance agent. **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** may amend the policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;
- **We** may 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

The insurance cover provided by this policy is issued in accordance with the authorisation certain underwriters at Lloyd's and other Association of British Insurers member insurance companies have granted to Premier Commercial Limited trading as Premco Underwriting (Premco) under the terms of the contract(s), referenced in the **schedule**, between Premco and the participating syndicate(s). This contract makes Premco 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 on your **schedule**.

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 may underwrite 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 may underwrite 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 may 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 should be read as a reference to contracts in the plural.

About the Coverholder

This policy is a contract of insurance between **you** and **us**. **Your** policy has been underwritten on **our** behalf by Premco of Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH. Premier Commercial Ltd trading as Premco Underwriting is authorised and regulated by the Financial Conduct Authority 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 **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** may contact Premco by calling us on 0330 165 2000 or by emailing 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** may deny **your** claim or reduce the amount **we** will pay to **you** if **your** non-compliance has had a material effect on the claim.

Cancellation

You may cancel this policy 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. 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 may 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**.

We may also cancel this policy in accordance with General condition 9.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may 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

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 shall include 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

Data Protection

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

Information may 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** may submit to **us** under this policy. The processing of **your** personal data may also be necessary to comply with any legal obligation **we** may 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 may include **your**:

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

We may 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 (in regards to incidents) and solicitors
- directly from **you**.

You acknowledge that we may 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 PRA or the FCA or Lloyd's or ELTO 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** may need to share **your** information with the following third parties within the EU:

- 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 on **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 **us**.

Headings

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

General definitions

The following definitions apply in sections 1 – 4 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 shall include

- (i) the ownership repair and maintenance of **your own property**
- (ii) the provision and management of canteen social sports and welfare activities for the benefit of **you or your employees**
- (iii) the provision and management of first aid fire security and ambulance services
- (iv) 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.

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 the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility

Cyber act

Means 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

Means 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

Loss, destruction of or damage to the property insured.

Data

Data means 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

Data processing system shall mean 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:

Should **data processing media** insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall 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 shall be the cost of the blank media. However this policy does not insure any amount pertaining to the value of such **data** to the Assured or any other party, even if such **data** cannot be recreated, gathered or assembled

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 (General condition 5).

FCA

means the Financial Conduct Authority or any successor body or bodies to it.

General definitions

Injury

Bodily injury death illness disease or shock causing bodily injury.

Lloyd's

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

Period of insurance

The period from the effective date shown in the **schedule** until midnight on the expiry date shown in the **schedule**. This includes any subsequent period for which **we** may 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

means the Prudential Regulation Authority or any successor body or bodies to it.

Premises

the premises stated in the **schedule**.

Property

means material property.

Schedule

means the **schedule** of insurance which attaches to this policy.

Terrorism

means any act(s), of any person(s) or organisation(s) involving:

- a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- b) putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

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.

We/us/our

Allied World Assurance Company dac, 19th Floor, 20 Fenchurch Street, London EC3M 3BY

You/your/yours

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

- a) 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
- b) at **your** written request
 - (i) 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**
 - (ii) 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
 - (iii) any director partner or senior official of **yours** in respect of private work carried out by any **employee** of **you** for any such person with **your** the consent
- c) in the event of **your** death **your** personal representatives in respect of liability incurred by **you** provided that such person shall, 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

Legislation

In this policy we make reference to various laws and statutes. There follows a brief description of each. This is intended for your information purposes only and is not part of the terms of this policy.

The laws and statutes referred to below shall apply as amended or replaced from time to time.

Consumer Protection Act 1987

Designed to protect consumers from products that do not reach a reasonable level of safety

Contracts (Rights of Third Parties) Act 1999

Makes provision for the enforcement of contractual terms by third parties.

Corporate Manslaughter and Corporate Homicide Act 2007

States that companies and organisations can be found guilty of corporate manslaughter or homicide if serious management failures cause a person's death and amount to a breach of a duty of care.

Data Protection Act 2018

Controls how an individual's personal information is used by organisations, businesses or the government.

Defective Premises Act 1972

Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.

Defective Premises (Northern Ireland) Order 1975

Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.

EU Environmental Liability Directive 2004/35/EC

Establishes a framework based on the "polluter pays" principle to prevent and remedy environmental damage.

Food Safety Act 1990

Provides the framework for all food legislation in Britain and sets out the duties of food producers and food handlers in relation to food safety.

Health and Safety at Work etc Act 1974

Places duties on all employers to ensure, so far as reasonably practicable, the health, safety and welfare at work of all employees.

Health and Safety at Work (Northern Ireland) Order 1978

Places duties on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees.

Road Traffic Act 1988

Consolidates certain enactments relating to road traffic, including road safety, construction and use of vehicles and equipment, licensing of drivers of vehicles, driving instruction and third-party liabilities.

Road Traffic Northern Ireland Order 1981

Relates to road traffic, including road safety, licensing of drivers of vehicles, regulation of motor vehicles, foreign vehicles and insurance against third-party liabilities.

How to intimate a claim

If you need to make a claim

Please quote your Premco policy number in all correspondence, this can be found on your **schedule**

If you wish to make a claim please contact:

Premco Underwriting

Stanhope House
12 Stanhope Place
Edinburgh
EH12 5HH

You may telephone Premco on 0330 165 2000
You may email Premco at claims@premco.co.uk

You can download the relevant claim form from our website www.premcoclaims.co.uk

How to make a complaint

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** wish to make a complaint, please contact:-

Premier Commercial Limited,
Stanhope House
12 Stanhope Place
Edinburgh
EH12 5HH

In the event that **you** remain dissatisfied, it may be possible in certain circumstances for **you** to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Complaints
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

Email: complaints@lloyds.com
Telephone +44 (0) 20 7327 5693
Fax +44 (0) 20 7327 5225
www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered your complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

The Financial Ombudsman Service contact details are:

By email: 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

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 business that has an annual turnover of less than 2 million Euros and fewer than 10 employees

For covers not underwritten at Lloyd's

Crawford Boyd LLB (Hons) ACII, Chartered Insurer, Underwriting Director, Premco Underwriting, Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH Telephone 0131 370 4341 complaints@premco.co.uk | crawford@premco.co.uk

IMPORTANT NOTE

Premco acts as a managing general agent for the underwriters and not for **you**.

General conditions

1. Fair presentation of the risk

- a) **You** must make a fair presentation of the risk to **us** at inception, renewal and variation of the policy.
- b) **We** may avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:
 - i) deliberate or reckless; or
 - ii) 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.

- c) 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** may instead:
 - i) 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

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. Conditions precedent

There are conditions contained within the policy that are conditions precedent to **our** liability.

You may find a condition precedent applies only to a particular section in which case 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:

- a) 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;
- b) 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;
- c) 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 its non-compliance with the condition precedent did not cause or contribute to the injury, loss, damage or liability which occurred.

3. Care and prevention

It is a condition precedent that **you** shall take all care to prevent accidents and to maintain and keep in proper repair **your** premises, plant and everything used in the **business**. **You** shall make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances may 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** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

4. Unoccupied property

It is a condition precedent to **our** liability that immediate notice be given to **us** when any property becomes **unoccupied** for more than 90 consecutive days and that **we** shall have the right to impose additional terms, conditions and exclusions and charge a suitable additional premium which shall be paid by **you** if required.

5. Security of unoccupied property

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

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

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

6. Alteration

This policy shall be avoided if

- a) any alteration after the commencement of this insurance increases the risk of injury, **damage** or liability; or
- b) **your** interest ceases except by will or operation of law

General conditions

unless **we** agree in writing to continue the policy.

7. Cancellation

You may cancel this insurance at any time by giving notice to **your** broker, in writing, at the address shown in their correspondence.

We can cancel this insurance by giving you fourteen (14) 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.

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.

No refund will be allowed if **you** have made a claim, including a claim which is under consideration, or are aware of an incident which is likely to result in a claim.

Note that if the premium is shown in the Schedule as a minimum and deposit premium, **we** are not obliged to offer any refund at all.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund of the premium will be given.

8. 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** shall not be liable under this policy to pay **you** in respect of such claim except beyond the amount which would be payable under such other insurance had this policy not been purchased.

9. Excess

We shall 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.

10. Identification

The policy, schedule, certificates and appendices shall 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 shall have the same meaning wherever it appears unless **we** state otherwise.

11. 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.

12. Contract (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contract (Rights of Third Parties) Act 1999 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. Choice of law

There is a choice of law which can apply to this policy but the pre-contractual offer by **us**, subsequent acceptance by **you** and the contract itself have been made on the basis of English law and this can only be amended with the express written agreement of both parties to the contract.

14. Law interpretation

The proper law for the interpretation of the construction and language of this policy is English law and the courts of England and Wales alone shall have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

15. Tax

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

Claims conditions

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 shall be forfeited.
2. If **you** wish to intimate a claim under the terms of this policy the following conditions precedent to our liability will apply:
 - a) it is a condition precedent that **you** give notice in writing without delay of anything which may give rise to any claim being made against **you** and for which there may be liability under this policy. If **you** do not do so **we** may 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 8.
 - b) It is a condition precedent that **you** give notice in writing without delay when any claim is actually made against **you** (whether written or oral) and for which there may be liability under this policy. If **you** do not do so **we** may 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 8.
 - c) It is a condition precedent that **you** advise **us** in writing without delay 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** may 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 8.
 - d) It is a condition precedent that **you** shall without delay provide **us** with such particulars and information as **we** may require in relation to any occurrence or claim notified to **us**, and shall forward to **us**, without delay on receipt, every letter, claim form, writ, summons, process, or any other legal papers. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.
3. **We** will not pay any claim under this policy unless **you** have complied with the terms of condition 2.
4.
 - a) In the event of any **damage** for which a claim is or may be made under this policy, **we** and any person authorised by **us** may 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 shall be forfeited. **You** shall not in any case be entitled to abandon any property to **us** whether **we** take possession of it or not.
 - b) **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** shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
 - c) **You** shall give all such assistance as **we** may require.
6. Any claimant under this policy shall at **our** request and expense do and allow all such acts and things as **we** may reasonably require for the purpose of enforcing any rights and remedies **we** may have of obtaining recovery or indemnity from third parties, irrespective of whether **we** require this before or after **we** indemnify **you**.
7. **You** must send **us** unanswered every letter, claim, writ, summons and process in connection with the incident immediately on receipt. **You** shall also give **us** written notice immediately **you** know of any prosecution or inquest in connection with any occurrence which may give rise to a claim under this policy.
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 shall be 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, shall 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 shall be limited to such proportion of the **damage** as the sum insured bears to the value of the property.

General exclusions

This policy does not cover the following.

1. The 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. Any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.
3. 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 or guarantee.
4. Death, disablement or **damage** to any property whatsoever, any loss or expense whatsoever resulting or arising therefrom, any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components; or
 - c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
5. **Damage** or consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.
6. Property cyber and **data** exclusion
 - 6.1 Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes any:
 - 6.1.1 **cyber loss**;
 - 6.1.2 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.
 - 6.2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
 - 6.3 This endorsement supersedes and, if in conflict with any other wording in the policy or any endorsement thereto having a bearing on **cyber loss** or **data**, replaces that wording.
7. This policy does not cover any liability caused by or arising out of **pollution** apart from that specified under Section 1 – Material damage, Section 2 - Business interruption, Section 4 – Trade all risks and Section 9 - Public/products liability.
8. **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 may have contributed concurrently or in a consequence of loss.

This exclusion shall 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.
9. 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.
10. **We** shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit under this insurance to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
11. **Communicable disease** exclusion
(This exclusion does not apply to Section 8 – Employers liability)
 - 11.1. 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**.
 - 11.2. 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:
 - 11.2.1. for a **communicable disease**, or
 - 11.2.2. any property insured hereunder that is affected by such **communicable disease**.
 - 11.3. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage

Section 1 – Property owners liability

Definitions

The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Business

The business carried on in the **United Kingdom** including the following activities

- a) use, repair, maintenance and decoration of premises owned or occupied by **you**;
- b) repair or maintenance of vehicles or plant owned or used by **you**;
- c) the provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **employee** and first aid, fire, security and ambulance services;
- d) participation in exhibitions held in the **United Kingdom** in connection with the business specified in the schedule; and
- e) private work undertaken for **you** by any **employee** or for any director or **employee** with **your** prior consent.

Costs and expenses

- a) Claimants costs and expenses arising in respect of any claim against **you** which may be the subject of indemnity under this policy.
- b) All cost and expenses incurred by **you** with **our** written consent in respect of any claim against **you** which may be the subject of indemnity under this policy.

Bodily injury

Death, injury, illness, disease or nervous shock.

Property

Property which is both material and tangible.

Offshore

From the time of embarkation by an **employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that **employee** from a conveyance on to land upon return from an offshore rig or offshore platform.

United Kingdom

England, Scotland, Wales, Northern Ireland (being the United Kingdom) the Channel Islands and the Isle of Man.

You/your

- a) The policyholder named in the schedule.
- b) Any associated or subsidiary company of the insured provided it has been notified to **us**.
- c) At your request
 - i) any director or **employee** while they are acting on behalf of or in course of their employment or engagement with you in respect of liability for which you would have been entitled to indemnity under this policy if the claim against any such person had been made against you.
 - ii) any officer, member or **employee** of your social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such.
 - iii) any of your directors, partners or senior officials in respect of private work carried out by any **employee** for them with your consent.
 - iv) any principal for legal liability in respect of which you would have been entitled to indemnity under this policy if the claim had been made against you arising out of work carried out by you under a contract or agreement.
 - v) your personal representatives (in the event of your death) in respect of liability incurred by you, provided that if indemnity is extended to any party described in paragraphs a) to c) above, that party shall be subject to the terms of this policy so far as they can apply and in any event **our** liability shall not exceed the limit of indemnity.

Section 1 – Property owners liability

Insuring clause

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

- 1) All sums which **you** shall become legally liable to pay as damages including claimants' costs and expenses in respect of:
 - a) Accidental **injury** to any person;
 - b) Accidental physical loss of, or physical damage to property;
 - c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement;
 - d) 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 may be 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 may be covered by this policy.

Geographical limits

- a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- b) whilst temporarily outside the countries named in (a) provided that any such **employee** is
 - (i) ordinarily resident in any of the aforesaid countries
 - (ii) 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 shall 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**.

Extensions

These apply in addition to the general extensions

1. Motor vehicles tool of trade risk

We will cover **you** under the terms of this policy in respect of liability for **injury** or loss of or damage to property caused by or arising from:

- a) the use of plant as a tool of trade at **your** premises or on any site at which **you** are working
- b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
- c) damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load

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

- a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
- b) for which insurance is provided by any other policy

2. Motor contingent liability

We will cover **you** in respect of liability for **injury** or damage to property arising from the ownership, possession or use under **your** control or the control of any of **your employees** of 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 insurance is already provided by any other policy or security, caused by or arising from any motor vehicle or anything attached to it, not belonging to or provided by **you**, being used by an **employee** in the course of the **business**.

We will not cover **you** against liability

- a) in respect of damage to any such vehicle or trailer or property conveyed therein or thereon

Section 1 – Property owners liability

- b) for which insurance is provided by any other insurance
- c) caused or arising whilst such vehicle or trailer is
 - i) engaged in racing pace-making reliability trials or speed testing or
 - ii) being driven by **you** or
 - iii) being driven with the general consent of **you** or their representative by any person who to the knowledge of **you** or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence or
 - iv) used elsewhere than within the geographical limits

3. 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:

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

We will not cover you against liability

- a) in respect of damage to such vehicle
- b) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

4. 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

- a) for which insurance is provided by any other insurance
- b) for the costs of remedying any defect or alleged defect in such premises

5. 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 agreement.

6. Overseas personal liability

We will cover

- a) **you**
- b) at **your** request
 - i) any director partner or **employee** of **yours**
 - ii) 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

- a) any insured person under this section extension shall 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;
- b) nothing in this section extension shall 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 shall not cover you in respect of:

- a) contractual liability
- b) liability for which insurance is provided by any other insurance
- c) 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
- d) liability in respect of **injury** to any insured person under this section extension
- e) liability caused by or arising from
 - i) the ownership or occupation of land or buildings
 - ii) the carrying on of any business profession trade or employment
 - iii) the ownership possession or use of animals other than domestic dogs or cats.

Section 1 – Property owners liability

7. 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 shall 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** shall 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**.

We shall not cover **you** in respect of:

- a) fines levied by the Information Commissioner's Office or imposed as a result of conviction under the Data Protection Act 2018
- b) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
- c) 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
- d) for the costs of replacing reinstating rectifying or erasing any personal **data**
- e) 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 may give rise to a claim;
- f) caused by or arising from the recording processing or provision of **data** for reward or the determining of the financial status of a person
- g) contractual liability
- h) liability in respect of **injury** to any person or damage to property

8. 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

- a) payment would be made against **you**
- b) the principal shall observe fulfil and be subject to the terms conditions and endorsements of this policy as far as they can apply
- c) No payment will be made by **us** in respect of liquidated damages or under any penalty clause;
- d) payment made by **Us** under section 8 shall only apply in respect of liability to any person who is an **Employee**.

9. Cross liabilities

If **you** are comprised of more than one party, **we** will under this section make payment to each party in the same manner and to the same extent as if a separate policy had been issued to each party.

Nothing in this extension shall increase the **limit of liability** of the operative section(s) stated in the **schedule**, regardless of the number of persons claiming to be insured by this policy.

10. 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:

- 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- 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:

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

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

- a) 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;
- b) any circumstances for which cover is provided by any other insurance;
- c) 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;
- d) 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.

11. 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 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:

- a) £250 for **you** or any of the directors or partners of **yours**
- b) £100 for any **employee**

Special condition – Applicable to any process involving the application of heat

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 shall be carried out unless specifically authorized by the occupier of the premises at which the work is to be undertaken and that the occupier shall specifically approve the following safety arrangements

- a) 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
 - i. 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
 - ii. 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
 - iii. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work
 - iv. 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
 - v. Hot air guns are to be switched off when unattended and immediately after use
 - vi. All portable grinders are to be switched on and used in strict accordance with the manufacturers instructions and switched off when unattended and immediately after use
 - vii. 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
 - viii. 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
 - ix. 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
- b) Work involving asphalt or bitumen tar boilers:
 - i. Regulation spill trays are to be used
 - ii. All tar boilers are to be kept wholly at ground level
 - iii. The equipment and work is not to be left unattended at any time whilst in use
 - iv. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work
 - v. 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)

Section 1 – Property owners liability

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
 - (i) personal effects (including vehicle and their contents) of **employees** or visitors
 - (ii) 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
 - (iii) 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
 - (i) 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
 - (ii) 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** the 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 shall 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:
 - (i) an outbreak of a disease that becomes an epidemic whether or not declared to be an epidemic by any competent civil authority
 - (ii) an outbreak of a disease declared or categorised by the World Health Organisation as a pandemic or
 - (iii) 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.