Property Owners Policy Wording

Version 1.0 September 2026

Contents

Regulatory disclosure

This policy is administered by Arkel Limited and underwritten by AmTrust Specialty Limited and Irwell Insurance Company Limited.

Arkel Underwriting is a trading style of Arkel Limited which is authorised and regulated by the Financial Conduct Authority. Firm Registration Number 916682.

This policy is split into two parts, each subject to its own definitions, conditions and exclusions.

Section A and B

AmTrust Specialty Limited is:

- authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its financial services register number is 202189.
- registered in England & Wales under company number 01229676.

  Its registered office is at:
  Exchequer Court,
  33 St Mary Axe,
  London, EC3A 8AA,
  United Kingdom

Section C

Irwell Insurance Company Limited is:

- authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its financial services register number is 202897.
- registered in England & Wales under company number 02887406.

  Its registered office is at:
  2 Cheetham Hill Road,
  Manchester, M4 4FB,
  United Kingdom

If **you** need this document in a different format, for example large print, Braille or audio, please contact **us**.

How to make a claim – Sections A and B

AmTrust Specialty Limited
Claims Department
New Castle House
Castle Boulevard
Nottingham
NG7 1FT

Email: claims@amtrusteu.co.uk

Telephone: 0115 934 9818 (lines are open 9am to 5pm, calls are charged at standard rate).

See also General Conditions applicable to Sections A and B section 1 – claims conditions.

How to make a claim – Section C

DWF Claims Management & Adjusting
Redcliff Quay
120 Redcliff Street
Bristol
BS1 6HU

Email: irwell@dwfclaims.com

Telephone: 0344 892 3937

It will be helpful when reporting a claim if **you** are able to advise the **policy** number and brief details of the claim.

What to do in the event of a claim

You should take all reasonably practicable steps to mitigate or reduce further **damage** or **bodily injury**. No prior approval is required.

If possible provide evidence in the form of photos of damage, injury and documentation including quotes, invoices or receipts.

You should not admit liability even if asked to do so by a third party.

You shall give **us** or **our** representative all necessary assistance.

Complete and return any claim form sent to **you,** as soon as possible.

General definitions applicable to Sections A and B

Wherever a particular meaning has been given to a word or expression in the General Definitions or the Definitions within the Sections of the policy, the same meaning will attach to the word or expression whenever it appears in the Policy or Section respectively.

Buildings

The buildings at the **premises** shown in the Schedule, and including:

(a) fixtures and fittings in or on the building including fitted carpets

(b) furnishings and other contents of common parts of the **premises**

(c) outbuildings, storage facilities, extensions and annexes

(d) telephone, gas, water, sewage and electrical instruments, meters, piping, cabling and the like and all accessories pertaining to them including similar property in adjoining yards or roadways or underground and relating to the **premises**

(e) concrete, paved or asphalt roads, yards, vehicle parks, pavements or paths

(f) outdoor tennis courts and swimming pools

(g) fixed glass, sanitaryware and signs

(h) walls, gates and fences

(i) street furniture

all **your** property or for which **you** are responsible.

Business

Your business as described in the Schedule, including:

a) the ownership, repair and maintenance and decoration of the **premises**.

b) the provision and management of canteen, social, sports and welfare organisations for the benefit of any employee.

c) fire, first aid, medical, ambulance and security services, but not the provision of any first aid administered by a qualified medical practitioner.

Damage

Loss, destruction or damage.

Data

Information represented or stored electronically. This includes, for example, code or series of instructions operating systems software programs and firmware.

Defined perils

Fire; lightning; explosion; aircraft or other aerial devices or articles dropped from them; riot; civil commotion; strikers; locked-out workers; persons taking part in labour disturbances; malicious persons (other than thieves); earthquake; storm; flood; escape of water or oil from any tank apparatus or pipe; impact by any road vehicle or animal; theft or attempted theft; subsidence, landslip or heave.

Employee

(a) a person under a contract of service or apprenticeship with **you** or who is retired from full- time employment with **you** but who is still working for **you** as a consultant under **you**r control or direction.

(b) a labour master or labour only sub-contractor or person supplied or employed by them.

(c) a self-employed person.

(d) a person hired to or borrowed by **you**. This includes, for example, a person on secondment from another employer.

(e) a person under a work experience or training scheme.

(f) voluntary workers.

(g) a person supplied to **you** under a contract or agreement, the terms of which mean that they are in **you**r employment.

while working under **your** direction and control in connection with the **business**.

Excess
The first part of each and every loss which **you** agree to pay after the application of any under-insurance condition.

Indemnity period
The period reasonably necessary for reinstatement of the **damage**, beginning with the occurrence of the **damage** or event and lasting no longer than the **maximum indemnity period**.

Injury
Death, bodily injury, illness or disease of or to any person.

Insured / you / your
The person(s), company or group of companies, or legal liability partnership stated in the Schedule as 'The Insured'.

Landlord's contents
Furniture, carpets (other than fitted carpets), furnishings and all other **property** owned by **you** or for which **you** are responsible within the **buildings**. This does not include:

(i) landlord's fixtures and fittings.
(ii) contents in common parts of the **buildings**.
(iii) computer and photographic equipment.
(iv) jewellery, stamp, coin and other collections, articles of precious metal, clocks, watches, furs, works of art or paintings.
(v) clothing, personal belongings and pedal cycles.
(vi) stock and materials in trade.

Maximum indemnity period
The number of months as stated in the Schedule.

Offshore
Embarkation on to a vessel or aircraft for conveyance at the point of final departure to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Outbuildings
Any structure which does not incorporate permanent foundations below ground level and/or which is not capable of being properly secured.

Period of insurance
The period shown in the Schedule for which **we** accept payment of a premium.

Pollution
Discharge, disposal, release or escape of smoke vapors, soot fumes, acids, alkalis, toxic chemicals, liquids, gases or waste materials or other irritants contaminants or pollutants.

Premises
The building(s) and land within the boundaries at the address (es) shown in the Schedule.

Product
Any property (including packaging, containers and labels) after it has left **your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by **you** or on **you**r behalf.

Property
Material property but not including **data**.

Rent
The money paid or payable to **you** by the tenants in respect of rental of the **premises**. This includes ground rent and management charges.

Resident(s)
Any person authorised under the terms of the lease, tenancy agreement or rental agreement who lives in the **premises** used for residential purposes, and any member of their family residing with them.

Sum insured
The maximum amount **we** will pay **you** in the event of a valid claim. It represents the upper limit of liability for **us**.

Territorial limits
(a) Great Britain, Northern Ireland the Channel Islands and the Isle of Man.

(b) elsewhere in the world in respect of non-manual temporary **business** visits undertaken by any **employee** normally resident in the territories defined in Great Britain, Northern Ireland the Channel Islands and the Isle of Man.

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

Unoccupied
An unoccupied **building** is one that is empty, void or not lived in, even if furnished.

We / our / us

Arkel Underwriting, the administrator, on behalf of the insurer, AmTrust Specialty Limited.

General definitions applicable to Section C

Aggregate
Is the total amount **we** shall pay in any one **period of insurance** for any and all claims.

Asbestos
Asbestos, asbestos fibres or any derivatives of asbestos including any substance or product containing any asbestos fibres or derivatives.

Authority
Any governmental or statutory authority or other body implementing or enforcing legislation or regulation, including bye-laws of any municipal or local authority, or European Union Directive, within the **territorial limits**.

Bodily Injury
Bodily injury including physical injury, death, disease or illness (including but not limited to mental anguish or shock).

Business
Your business as described in the **Schedule**, including:

a) the ownership, repair and maintenance and decoration of the **premises**.

b) the provision and management of canteen, social, sports and welfare organisations for the benefit of any employee.

c) fire, first aid, medical, ambulance and security services, but not the provision of any first aid administered by a qualified medical practitioner.

ownership maintenance and repair of **premises** owned or occupied by **you**, as described in the **Schedule**.

Business Partner
Any person in business with **you** under the terms of a partnership agreement whether express or implied or under legislation.

Communicable Disease
1) Coronavirus being

   a) Any coronavirus or
   b) Any disease caused by any coronavirus; or
   c) Any mutation or variation of any coronavirus or of any disease caused by any coronavirus

2) Any other infectious disease in humans which has been determined or declared to:

   a) Constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time) and/or:
   b) An outbreak identified as a major health incident in the United Kingdom, for which a scientific Advisory Group for Emergencies has been activated by the Cabinet office Briefing Room

Damage
Loss, destruction or damage.

Employee
(a) a person under a contract of service or apprenticeship with **you** or who is retired from full- time employment with **you** but who is still working for **you** as a consultant under **you**r control or direction.

(b) a labour master or labour only sub-contractor or person supplied or employed by them.

(c) a self-employed person.

(d) a person hired to or borrowed by **you**. This includes, for example, a person on secondment from another employer.

(e) a person under a work experience or training scheme.

(f) voluntary workers.

(g) a person supplied to **you** under a contract or agreement, the terms of which mean that they are in **your** employment.

while working under **your** direction and control in connection with the **business**.

Endorsement
A written attachment forming part of this **policy** noting any modifications or amendments in this **policy**.

Excess
The first amount as stated in this **policy** or **Schedule** payable by **you** in relation to each and every claim under this **policy**.

Insured / You / Your
The person(s), company or group of companies, or legal liability partnership stated in the **Schedule** as 'The Insured'.

Limit of Indemnity
The maximum amount **we** will pay as stated in the **Schedule**.

North America
Means the United States of America or Canada or their territories, possessions or protectorates.

Notifiable Asbestos
Asbestos that by the Control of Asbestos Regulations 2012 is required to be handled, removed, stripped out, demolished, stored, transported or disposed of by a Health and Safety Executive (HSE) licensed contractor.

Offshore
From the time of embarkation onto a vessel or aircraft at the point of final departure for conveyance to offshore installations until the time of final disembarkation from a vessel or aircraft from such offshore installations onto land.

PFAS
Any organic molecule, salt, free radical or ion, the composition of which includes at least one:

a) perfluorinated methyl group (-CF3); or

b) perfluorinated methylene group (-CF2-).

Such as any perfluoroalkyl or polyfluoroalkyl substances for example.

Period of Insurance
The period shown in the **Schedule** for which **we** accept payment of a premium.

Policy
The contract of insurance comprises of, the **Schedule**, terms, exclusions, conditions, applicable active policy **sections** together with **endorsements**.

Premises
The **buildings** and the land inside the boundaries at the risk address(es) stated in the **Schedule**.

Products
Any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired

out, repaired, renovated, serviced, altered, erected, installed or treated, by or on **your** behalf, in connection with the **business** and no longer in **your** charge or control.

Schedule

Attaching to this **policy** which incorporates **your** details and the scope of coverage provided by this **policy**.

Section

That part of this **policy** which states the detail of the coverage provided and shown as operative in the **Schedule**.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Vehicle

Any mechanically propelled vehicle (including any attached machinery or apparatus) and trailer being used in circumstances, where compulsory motor insurance or security is required in **your** name under the Road Traffic Act 1988 or by any other compulsory insurance required by road traffic legislation.

We/Us/Our/Insurer

Arkel Underwriting, the administrator, on behalf of the insurer Irwell Insurance Company Limited

General conditions applicable to all Sections

1. Observance of terms

You must at all times observe the terms of this policy.

2. Information you have given us

If the policy is for you as a private individual:

You must give **us** the information **we** ask for.

When **we** look at an application for a policy, **we** rely on the information in it. **You** must take reasonable care to give full and accurate answers to the questions **we** ask. This applies when **you** buy a policy or make changes to it. If **you** don't give **us** full and accurate answers, this can affect **your** cover. For example, the law may allow **us** to:

- cancel the policy from the date it started and refuse to pay any claim, or
- not pay a claim in full.

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

- plan to cancel the policy, or
- need to change the policy terms, or
- need **you** to pay more for the policy.

If **you** realise that **you** have given answers that are not full or accurate, **you** must tell **us**, or **your** broker if **you** bought the policy through them.

If the policy is for a partnership, a sole trader, a limited company or other legal person:

The information we need to know

We need to understand the risk that **we** are going to insure. By law the person buying the policy has to do what they can to help **us** assess that risk. They need to do this before the policy starts, at each renewal and when they make any changes.

This means they must:

a) tell **us** all material facts which they know or should know.

b) tell **us** in a way that is clear and easy to understand.

c) be honest and make sure that what they tell **us** is correct.

A 'material fact' is information that would help **us** decide:

- whether to offer the policy or not and, if so,
- the terms of that policy.

This means:

(a) if the policy is for a person - for example a sole trader or individual partner - **we** need to know:

- what they know and what anybody who arranges this policy knows.
- what a reasonable search of the information available to them should show.

(b) if the policy is not for a person but an organisation, for example, a limited company or partnership, **we** need to know:

- what senior managers know. These are the people who have a significant role in making decisions about running the organisation or how it is set up.
- what anybody who is responsible for buying this policy knows.
- what a reasonable search of the available information should show. This may be within the organisation (for example with subsidiaries, affiliates, the broker or anyone else the policy will cover). A reasonable search could include making enquiries, but other methods may also be reasonable.

Whoever the policy is for, for example subsidiaries, affiliates (or anyone else), the enquiries must include them. If the enquiries do not include them, **we** need to know this.

Important Information

If **we** do not have all the material facts before the policy starts or when there is a change to the policy, there are a number of possible outcomes. These depend on <u>why</u> **we** don't have all those facts. If the reason the person buying the policy didn't give **us** the material facts**:**

- <u>was deliberate or reckless,</u>
  - **we** can cancel the policy. **We** do not have to pay any claims, and **we** can keep all the premiums **we** have received.
- <u>was not deliberate and not reckless, but if **we** had known the material facts, **we** would not have accepted the policy on any terms,</u>
  - **we** can cancel the policy and do not have to pay any claims, but in that case **we** will refund the premium.
- <u>was not deliberate and not reckless, but if **we** had known the material facts, **we** would have applied different terms to the policy,</u>
  - **we** can add those different terms with effect from the start date (or the date of the change to the policy).
- <u>was not deliberate and not reckless, but if **we** had known the material facts, the premium would be higher,</u>
  - **we** will pay any claim as a proportion of the premium that **we** charged compared to the higher premium that **we** would have charged.

  For example: **we** didn't know all the material facts and charged a premium of £200. If **we** had known all the material facts, the premium would have been £400. So, the premium is half what it should be. This means that for any claim that **we** receive, **we** will work out what to pay and then pay half. So, if **we** received a valid claim for £200, **we** would pay half of that, which is £100.

3. Change in circumstances and alteration

You must tell **us** as soon as possible if **you** become aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**.

When **we** are told of a change **we** will tell **you** if this affects **your** policy. For example, **we** may cancel **your** policy in accordance with the cancellation and cooling-off provisions, amend the terms of **your** policy or require **you** to pay more for **your** policy. If **you** do not tell **us** about a change, it may affect any claim **you** make or could result in **your** policy being invalid.

1. This policy shall be terminated if:

(a) the **business** is wound up or carried on by a liquidator, administrator or receiver or permanently discontinued or

(b) **your** interest ceases other than by death or

(c) any significant alteration is made, including:

- (i) if the **premises** are not in a good state of repair
- (ii) if any work is being carried out on the **premises** other than routine maintenance or decoration
- (iii) any change in tenancy at the **premises** (other than in respect of residential properties which remain in the same type of residential use)
- (iv) disposal or acquisition of the **premises**
- (v) if any building, demolition or excavation work is being carried out on an adjoining premises
- (vi) or any other circumstances which increase the risk

at any time after the start of this policy unless its continuance be admitted by **us** and in respect of (c) **we** agree not to avoid the policy provided that:

1. that alteration is not of such a nature that if it had happened before the start of this policy, **we** would not have entered into this policy on any terms.
2. **you** must pay an appropriate additional premium if required by **us**, with effect from the date of the alteration.
3. **we** shall be entitled to impose appropriate additional terms, other than premium, with effect from the date of the alteration.
4. in respect of any increase in risk of **damage** resulting from an alteration, act or omission which happens without **your** knowledge or consent **we** are notified as soon as **you** are aware.

4. Cancellations

Cancellation Rights

(a) **Your** right to cancel during the cooling-off period

You are entitled to cancel this policy by notifying **us** in writing, by email or by telephone. **You** should contact the broker you bought the policy from
within fourteen (14) days of either:

(i) the date **you** receive this policy; or

(ii) the start of **your period of insurance**

whichever is the later.

A full refund of any premium paid will be made unless **you** have made a claim, in which case the full annual premium is due.

(b) **Your** right to cancel after the cooling-off period

You can cancel this policy after the cooling-off period by notifying **us** in writing, by email or by telephone. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a claim, in which case the full annual premium is due.

(c) Our right to cancel

We can cancel this policy if there is a valid reason to do so, including for example:

(i) any failure by **you** to pay the premium; or

(ii) a change in risk which means **we** can no longer provide **you** with insurance cover; or

(iii) non-cooperation or failure to supply any information or documents **we** ask for, such as details of a claim;

by giving **you** fourteen (14) days' notice in writing. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a claim in which case the full annual premium is due.

5. Reasonable precautions

It is a condition under this policy that **you** must:

a. maintain the **premises**, machinery, plant and equipment in a good state of repair.
b. take all reasonable precautions for the safety of the property insured.
c. take all reasonable precautions to prevent **damage**, accident or injury.
d. comply with all statutory requirements and other safety regulations imposed by any authority.
e. exercise care in the selection and supervision of **employees**.
f. take immediate steps to remedy any defect or danger that becomes apparent and take such additional precautions as individual circumstances require, whether of a temporary or permanent nature.

We shall have no liability under the policy if **you** do not comply with this term, unless **you** show that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

6. Choice of law and jurisdiction

If there is a dispute about, or in connection with, this policy that the complaints process cannot resolve:

- the laws of England and Wales will apply to the dispute.
- only the courts of England can decide the outcome of the dispute.

7. Contracts (Rights of Third Parties) Act, 1999

This Act does not give anyone who is not a party to this contract any right to enforce any of the contract's terms. However, this does not affect a right or remedy they might have which exists or is available for any other reason. For example, someone who has cover on the policy might have the right to make a claim or a complaint.

8. Insured's compliance

You shall at all times provide such information to and co-operate with **us** or **our** appointed agents to allow **us** to be able to comply with all relevant statutory requirements or such relevant Practice Directions and Pre - Action Protocols as may be issued and approved from time to time by the Head of Civil Justice or comply with the requirements of official investigation pursuant to Statute or otherwise.

General conditions applicable to Sections A and B

1. Claims conditions

(a) It is a condition under this policy that **you** must:

(i) tell **us** within fourteen (14) days about any **damage**, accident or injury which may give rise to a claim

(ii) tell the police as soon as practicably possible of **damage** caused by thieves or malicious persons or of any loss of money whatsoever

(iii) do and permit to be done all things practicable to minimise the **damage** or to minimise or check any interruption of or interference with the **business** or to avoid or diminish the loss

(iv) forward to **us** unanswered any letter of claim, writ or summons and any other documentation relating to the claim issued against **you** by any third party or notice of any impending prosecution, inquest or Fatal Accident Inquiry as soon as practicably possible

(v) at **your** expense, submit to **us** in writing full details of the claim together with any evidence and information including books of account or other business books or documents or such other proofs that **we** require for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matter connected with it. This written confirmation is to be sent to **us** within:

- seven (7) days of the occurrence in the case of Damage ca**us**ed by theft or attempted theft, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or by malicio**us** persons
- thirty (30) days of any other occurrence
- thirty (30) days of the end of the **indemnity period** in the case of claims for business interruption in respect of loss of **rent**.

(vi) not negotiate, pay, settle, admit or repudiate any claim without **our** written consent

(b) **We** shall be entitled:

(i) following any **damage** in respect of which a claim is made, to enter, take or keep possession of the **premises** where such **damage** has occurred and to take possession of, or require to be delivered to **us**, any property insured and deal with such property for all purposes and in a reasonable manner. Such steps as are taken pursuant to this Claims Condition 7 (b) (i) shall be taken without prejudice to any rights which may have accrued to **us** prior to that date nor shall such steps be deemed to be confirmation that the policy responds to any claim. However, property may not be abandoned to **us** whether **we** have taken possession of the property or not.

(ii) at **our** discretion to take over and conduct in **you**r name the defence or settlement of any claim and to prosecute at **our** expense and for **our** own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this policy and **you** shall give all information and assistance required at no cost to **us**.at any time to pay the **sum insured** (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall relinquish the conduct and control of the claim and be under no further liability except for payment of costs or expenses incurred prior to the date of payment.

(c) If the terms of Conditions 7(a) or 7(b) have not been complied with, and as a direct consequence, the amount for which **we** are liable under this policy has increased, then no payment shall be made by **us** in respect of the amount of such increase.

(d) If **we** so request, any claimant under this policy shall at **our** expense do or permit to be done anything **we** may reasonably require for the purposes of enforcing any rights and remedies or obtaining relief or indemnities from other parties to which **we** are or may become entitled, whether these actions are required before or after **we** agree to indemnity under this policy.

(e) Under-insurance:
If at the time of any **damage** the **sum insured** for any item(s) is less than the total value of the item(s), **you** shall be considered as being **you**r own insurer for the difference and shall bear a proportionate share of the loss accordingly.

(f) Contribution:
If **you** have another policy that would also cover **your** claim, **we** only have to pay **our** share of the claim.
So that **we** can recover any money that is more than **our** share of the claim, **you** m**us**t:
- tell **us** that **you** have the other insurance policy, and
- give **us** full details of it, and
- let **us** take all necessary steps to enforce it in **your** name.

If a claim includes the defence of criminal proceedings brought or in appeal against conviction, **we** will not pay any costs and expenses where cover is provided by any other insurance or where but for the existence of this policy would have been provided by such insurance.

2. Financial or trade sanctions

We do not have to provide cover or benefits, pay any claim or give any refund if **you**, or any person acting on **your** behalf:

- are subject to, or
- do (or don't do) something that exposes AmTrust Specialty Limited, or any company in the AmTrust group, to

any sanction, prohibition or restriction under United Nations resolutions, or sanction, law or regulation of the European Union, United Kingdom, the USA or any other government or regulatory authority.

If this happens, **we** can also cancel the policy with immediate effect by writing to **you**.

3. Malicious damage and theft by tenants

We will cover **you** for malicious damage and loss by theft caused by **your** tenants provided that these conditions are met and adhered to. **You** must:

1. carry out internal and external inspections of the buildings at least every three months or as frequently as is permitted under the tenancy agreement and;
   (a) maintain a log of those inspections and retain that log for at least 24 months
   (b) carry out a 6 monthly management check of the inspections log.
2. obtain and retain a written formal identification of any prospective tenant.
3. not permit sub-letting of any property.

If **you** do not comply with the above conditions **you** will not be covered and **we** will not pay **you**r claim.
We will not pay **you** under this cover for:

4. any amount recovered from the tenant or legally recoverable from the tenant whether recovered or not.
5. damage occurring where the tenancy agreement is for 90 days or less or while the building is empty.
6. damage caused by chewing, scratching, tearing or fouling domestic pets.
7. the excess detailed in **you**r schedule.
8. the most **we** will pay in any one **period of insurance** under this cover is £5,000.

4. Fraud

If **you** (or anyone acting for **you**) make a claim that is fraudulent, exaggerated on purpose or trying to mislead **us**, **we**:

- do not have to pay the claim.
- can recover (from **you**) any payments **we** have already made for that claim.
- can cancel **your** policy from the time of the fraud.
- can tell the police of the fraud.

If **we** cancel the policy, **we** will not pay claims for any incident that happens after that. **We** do not have to return any premium **we** have received.

5. Unoccupied premises condition

In respect of:

1. any residential property which has been **unoccupied** for thirty (30) or more consecutive days,
2. **unoccupied** blocks of flats,
3. any other **premises** or part of a **premises** which is left **unoccupied**,

it is a condition that **you** must make sure that:

(a) the gas supply is turned off at the main

(b) the water supply is turned off at the main and the water installation fully drained down. This condition does not apply if:

(i) for the period 1st October to 30th April the **premises** has low pressure hot water heating systems which are to remain on, and

(ii) the mains services to the heating installation(s) are maintained in good condition and boilers are regularly serviced.

We shall have no liability under the policy if **you** do not comply with this term, unless **you** show that non-compliance with this term could not have increased the risk of the loss which actually occurred, in the circumstances in which it occurred.

(c) the electricity supply to be turned off at the main except if it is necessary for essential circuits to be left on for:

(i) intruder alarm systems
(ii) fire alarm systems
(iii) low pressure hot water heating systems
(iv) lighting for periodic security and

it must be ensured that:

1) the wiring to those parts is in safe and satisfactory condition
2) non-essential circuits are isolated either by turning off at the mains switch or by removal of fuses.

(d) all letterboxes to be sealed to prevent any insertion.

(e) all combustible contents to be removed from the **premises**.the **premises** to be made secure to prevent unauthorised entry with all glazed doors and ground, basement and other vulnerable windows to be securely boarded-up unless a security company is engaged to either:

(i) visit at night, and an intruder alarm giving full external protection is operative or

(ii) guard the **premises** on a 24-hour basis.

(f) any fire or theft protection or detection equipment to be maintained in efficient working order.

(g) the **premises** to be visited at least once a week by a responsible adult and a thorough inspection carried out with a written record of visits maintained.

✘ **We** will not pay in respect of **damage** caused by renovation or building work.

General conditions applicable to Section C

1. **Access**

   You shall allow **us** access at reasonable times to examine any property insured.

2. **Compliance**

   To the extent that this **policy** requires anything to be done or complied with by **you**, **you** shall provide such proof of compliance as **we** may reasonably require at **your** expense.

   Without limiting any of **our** other rights, in the event that **you** breach any term or condition in **your policy**, **we** may reject or reduce claims to the extent that **our** liability under this **policy** has been incurred or increased by reason of the breach.

3. **Cross liability**

   If more than one party is named as the **insured**, **we** will treat each party as if a separate policy had been issued to each **insured** provided that **our** liability to all parties indemnified shall not exceed the total **limit of indemnity** as stated in the **Schedule**.

4. **Data protection**

   You should understand that any information **you** have given **us** will be processed by **us** in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information **we** ask **you** for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to provide the services described in **your policy.**

   You have a right of access to, correction of, and, in certain circumstances, erasure of, information that **we** hold about **you**. If **you** would like to exercise either of these rights, **you** should contact:

   The Data Protection Officer
   Irwell Insurance Company Limited
   2 Cheetham Hill Road
   Manchester
   M4 4FB

   Email: data.protection@irwell.co.uk
   Telephone: 0344 892 0118

5. **Disputes with us**

   (a) If there is a dispute between an **you** and **us** over this **policy**, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service as long as **you** are eligible to complain.

   (b) Where the Financial Ombudsman Service cannot deal with that complaint, the dispute may be referred to arbitration where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The decision of the appointed arbitrator is binding, and the arbitrator may require **you** or **us** to pay the costs.

   (c) The arbitrator will be chosen jointly by **you** and **Us**. If **we** are not able to agree on the appointment of the arbitrator with **you**, the President of the Chartered Institute of Arbitrators will decide.

   (d) Nothing in this clause shall limit **your** right to pursue legal action against **us**.

6. **Inspection and audit**

We shall be permitted to inspect the **premises** and the means of storing or recording **your** books and records and to examine and audit **your** books and records at any time during the **period of insurance**, any extension of the **period of insurance** and within three (3) years after the final termination of this **policy**, as far as they relate to the premium basis or the subject matter of this insurance, and to verify any statements of accounts receivable submitted by **you** and the amount of accounts receivable on which **we** have made any settlement.

7. **Other insurance**

Subject to General exclusions applicable to Section C Clause 11 (Other Insurance), if at the time of any claim made under this **policy** there is other valid and collectible insurance covering the same claim or any part thereof, or there would be such cover but for the existence of this **policy**, the insurance provided by this **policy** will operate in excess of the limits of the other insurance and will not contribute with such other insurance.

You shall on request provide **us** with copies of the terms of any other insurance to which this condition or General exclusions applicable to Section C Clause 11 (Other Insurance) may apply.

8. **Premium adjustment**

If any part of the premium is based on estimates provided by **you**, **you** shall keep an accurate record containing all relevant information and shall at any time allow **us** to inspect such record. **You** shall within ninety (90) days after the expiry of each **period of insurance** furnish **us** the relevant information, including but not limited to wage roll and turnover, as **we** may require.

The premium shall then be adjusted and the difference paid by or allowed to **you**, subject to any minimum premium required, within thirty (30) days of receipt of **our** adjusted premium calculations.

We reserve the right to request **you** to supply an auditor's certificate attesting to the accuracy of any information furnished to **us**.

Where such estimates include remuneration to **employees**, the required declaration shall also include remuneration to all persons defined as **employees** by this **policy**.

Your failure to declare such relevant information to **us**, shall entitle **us** to assess **our** own estimate(s) if **we** so wish and calculate any further premium payment, which shall become payable by **you**.

9. **Sanctions**

We shall not provide any benefit under this **policy** 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.

10. **Survey requirements**

You shall comply with all requirements which **we** may specify following any survey **we** commission in relation to **your business** within the time limits specified by **us** and remain in compliance thereafter throughout the **period of insurance** and any subsequent **period of insurance**.

Important information applicable to Section C

1. **Our liability**

Our liability under this contract is several and not joint with other insurers that may be 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.

2. **The Insurance Act 2015**

This important new legislation includes clarification of the duties and remedies between **you** and **us** in the following key areas:

- **Your** duty of fair presentation to **us**.
- The remedies **we** have for non-disclosure, misrepresentation and fraudulent claims.

This **policy**, unless modified or amended by **endorsement**, does not contract out of the Insurance Act 2015.

Any contracting out of the Insurance Act 2015 will be clearly identified and explained by specific **endorsement**. It is important that **you** should pay special attention to any such **endorsement**, which may apply depending on the trade or particular risks involved.

3. **Your duties under the policy**

The **policy** includes details of what **you** must do in order to comply with the terms on which **we** provide cover. Each **Section** includes details of **your** duties applying to that specific **Section**, including some duties which apply only to specific extensions of cover. The General Conditions and General Exclusions (which appear after the Sections) include duties which apply to more than one **Section.**

You must take time to understand **your** duties in relation to this **policy**. If **you** overlook or fail to comply with **your** duties **You** may adversely affect **your policy** or **your** ability to make any claim, in whole or part.

4. **Conditions precedent to our liability**

This **policy**, unless modified or amended by **endorsement**, does not include conditions precedent to **our** liability.

Any conditions precedent to **our** liability will be clearly identified and explained by specific **endorsement**. It is important that **You** should pay special attention to any such **endorsements**, which may apply depending on the trade or particular risks involved. Failure to comply with a condition precedent may result in a loss of cover or an inability to make a claim.

5. **Non-payment of premium**

In the event that **you** do not pay the promised premium to **your** insurance adviser or **us** within the agreed time limit for such payment this **policy** will be cancelled from its start date which means that **you** have never had any cover or protection from this **policy**.

If **your policy** is cancelled, **we** will send **you** a letter of cancellation to **your** last known address.

6. **Compliance with terms and conditions**

You must comply with all terms and conditions in this **policy** and, if **we** request it, provide such proof of compliance at **your** expense as **we** may reasonably require. **You** will be liable to **us** for loss caused by any breach of terms or conditions, which may include any increase in **our** liability under this **policy** caused by **your** breach.

7. **Our claims commitment to you**

We aim to provide **you** with an efficient and easy to use claims service. To do this, **we** may use specially selected companies to deal with **your** claim on **our** behalf.

We will, throughout the claims process;

- Act with honesty and integrity.
- Keep **you** informed of any significant developments regarding the status of **your** claim.
- Inform **you** if **we** cannot deal with any part of **your** claim and provide a clear explanation of the reasons why.
- Provide **you** with the highest level of customer care at all times.

Where **our** consent is required prior to incurring costs or taking other action relating to any claim, **we** will not unreasonably withhold or delay providing **you** with consent. This process protects **you** from incurring costs or taking action that is not covered by this **policy**.

8. **Fraudulent claims and dishonest acts**

If **you**, or anyone acting on **your** behalf, make a fraudulent or fraudulently exaggerated claim under this insurance, or otherwise seek dishonestly to deceive **us** during the course of any claim, **we**:

1. will not be liable to pay the claim; and
2. may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
3. may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent or dishonest act.

If **we** exercise **our** rights under 3 above **we**:

a) shall not be liable to **you** for any relevant event which occurs after the time of the fraudulent or dishonest act. A relevant event is whatever gives rise to **our** liability under this **policy** (for example – if a loss is incurred or **you** make a claim or if **we** are notified of circumstances which may give rise to a claim); and

b) need not return any premium paid.

9. **Claims Conditions**

(a) **Conduct and control of claim**

You must:

i. give **us** notice in writing as soon as reasonably practicable, and in any event within thirty (30) days, after **you** become aware of any occurrence, third party claim or other circumstances which may give rise to a claim under this **policy**;

ii. notify **us** as soon as reasonably practicable, and in any event within seven (7) days, after receipt of any claim form, summons or other process served upon **you** which may give rise to proceedings covered by this **policy**;

iii. take all reasonably practicable steps to mitigate or reduce further **damage** or **bodily injury** at **your** own expense (some or all such expense may be recoverable depending upon the terms of this **policy**);

iv. not admit liability either verbally or in writing even if asked to do so by a third party;

v. not make or give any offer, promise, payment or indemnity in relation to any claim without **our** prior written consent;

vi. not waive any subrogation rights against a third party without **our** prior written consent;

vii. promptly provide **us** or **our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **we** or they may reasonably require in connection with investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any connected or related matters;

viii. pay any applicable **excess** when requested by **us**;

ix. not abandon property except as authorised or required by **us**;

(b) **Defence and discharge of claim**

At **our** discretion **we** may:

1. take full responsibility for conducting, defending or settling any claim in **your** name;

2. take any action **we** consider necessary to enforce **your** rights to defend any claim under this **policy**;

3. at any time pay up to the **limit of indemnity** or any lesser amount for which a loss can be settled and **we** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

(c) **Arbitration**

After **we** have accepted liability in writing should there be a dispute between **you** and **us** as to the amount to be paid this shall be referred to and finally resolved by arbitration under the LCIA (London Court of International Arbitration) Rules, which Rules are deemed to be incorporated by reference to this clause.

The number of arbitrators shall be one.

The seat, or legal place, of arbitration shall be London.

The language to be used in the arbitral proceedings shall be English.

The governing law of this **policy**, and which shall be applied by the arbitrator to any dispute, is the substantive law of England.

(d) **Subrogation**

We are entitled to in **your** name:

1. take the benefit of **your** rights against another person prior to or after **we** have paid a claim;

2. take over the conduct, defence or settlement of a claim against **you** by another person.

You must promptly provide **us** or **our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **we** or they may reasonably require in connection with 1 or 2 above.

General exclusions applicable to Sections A and B

1. ✘ **Radioactive contamination**

This policy does not cover **damage**, cost or expense against any legal liability of whatsoever nature caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

(a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

(b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof.

(c) the use of any explosive nuclear weapon or device or the emission, discharge, dispersal or escape of fissile material emitting a level of radioactivity.

(d) the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals.

(e) the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins)

2. ✘ **Sonic bangs**

This policy does not cover **damage** directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

3. ✘ **War & similar risks**

(a) This policy does not cover **damage** or payment against any legal liability occasioned by, happening through or in consequence of war, invasion, act of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

(b) This policy also excludes **damage**, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in anyway relating to 3 (a) above.

4. ✘ **Electronic risk**

This policy does not cover:

(a) **damage**, distortion, erasure, corruption or alteration of or

(b) indemnity against any legal liability for **damage**, distortion, erasure, corruption or alteration of

electronic data from any cause whatsoever (including for example, computer virus) or loss of use reduction in functionality cost expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic 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 programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.
Computer virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

However, in the event that a **defined peril** results from any of the matters described in paragraph (a) above, this policy, subject to all its terms conditions and exclusions, will cover physical **damage** to **property** insured by this policy directly caused by a **defined peril**.

5. ✘ **Terrorism**

This policy excludes **damage**, cost or expense of whatsoever nature occasioned by or happening through or in consequence of:

(a) **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and

(b) in Northern Ireland:

 (i) riot civil commotion

 (ii) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons, but this shall not apply to **damage** by fire or explosion.

This policy also excludes **damage** cost or expense of whatsoever nature caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

In any action suit or other proceedings where **we** allege that by reason of this definition any **damage** is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that such **damage** is covered (or is covered beyond a specified limit of liability) shall be upon **you**.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6. ✘ **Date recognition exclusion**

This policy shall not cover liability of whatsoever nature or any physical **damage** or any loss caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether belonging to **you** or not, to:

(a) correctly recognise any date as its true calendar date; or

(b) capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or

(c) capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which caused the loss of data or information or command or instruction or the inability to capture, save, retain or correctly to process such data or information, command or instruction on or after any date; or

(d) otherwise function correctly. But this section shall not exclude:

A. any ensuing physical **damage** to property insured under Section A – Material damage cover:

(i) resulting from a **defined peril**, and

(ii) which is not otherwise excluded;

nor

B. any loss, as covered under Section B - Loss of rent, which may arise from such ensuing physical **damage**.

Provided that nothing in this or any other provision or extension of this policy shall be construed to extend **our** liability to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, program, or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether **you**r **property** or not.

7. ✘ **Communicable disease exclusion**

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

a) coronaviruses; and
b) coronavirus disease (COVID-19); and
c) severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and
d) any mutation of or variation of a), b) or c) above; and
e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion will not apply in respect of these classes (“Classes”) written in the UK:
- Employer’s Liability

8. ✘ **PFAS (perfluorinated compounds, perfluoroalkyl and polyfluoroalkyl substances) absolute exclusion**

It is hereby understood and agreed that, notwithstanding any provision of this contract, or any policy reinsured by this contract, to the contrary, this contract excludes and shall not cover PFAS losses, as defined herein.

This contract does not apply to:

1) any bodily injury, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS; and
2) any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, included but not limited to:

   a) actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials; or
   b) design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials; or
   c) testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS-containing products or materials; or
   d) failure to report any PFAS-containing products or materials to authorities; or
   e) failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in a) through d) above.

Definition

As used herein “PFAS” means:

Perfluorinated compounds, perfluoroalkyl and polyfluoroalkyl substances in any form, including but not limited to:

a) any organic molecule, salt, free radical or ion, the composition of which includes at least one
i) perfluorinated methyl group (-CF3); or
ii) perfluorinated methylene group (-CF2-); or
b) any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or
c) any good, product or material that has the same or similar chemical formula or structure as such perfluorinated compounds, perfluoroalkyl and polyfluoroalkyl substances; or
d) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances

9. ✘ **Asbestos exclusion**

It is hereby understood and agreed that this policy shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos or any materials containing asbestos in whatever from or quantity.

10. ✘ **Cyber and data exclusion**

We will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

General exclusions applicable to Section C

The following General Exclusions numbered 1, 3, 4, 5, 6, 7, 9, 11, 12 and 13 shall not apply to the Employers' Liability subsection of the policy.

1. ✘ **Asbestos exclusion**

   This **policy** does not cover legal liability arising from or contributed to by:

   a) the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, products or materials containing **asbestos**;
   b) inhalation or ingestion of **asbestos**;
   c) exposure to or fear of the consequences of exposure to **asbestos**;
   d) the presence of **asbestos** in any property or buildings or on land;
   e) investigating managing removing controlling or remediation of **asbestos**.

2. ✘ **Biological or chemical materials exclusion**

   This **policy** does not cover legal liability arising from, relating to or contributed to by the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

3. ✘ **Communicable disease exclusion**

   This **policy** does not cover legal liability in respect of any claim for damages in respect of **bodily injury** or **damage** arising directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.

4. ✘ **Confiscation requisition exclusion**

   This **policy** does not cover legal liability arising from delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

5. ✘ **Cyber exclusion**

   This **policy** does not cover legal liability arising from:

   a) any computer virus, malicious code or other malware which causes the malfunction of or prevents access by **you** or any external party to any **computer system** used in connection with **your business**;

   b) the onward transmission of any computer virus or other malware to any external party who uses **your** website or has authorised connection to **your computer system**;

   c) the denial of access or use by **you** or any authorised party to **your computer system**;

   d) the content of **your** website, email, intranet or extranet, including alterations or additions made by a hacker or any unauthorised external party;

   e) the failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date due to inherent defect or computer virus, malicious code or other malware;

   f) actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;

   g) defamation, libel, slander or malicious falsehood;

h) any breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data;

i) the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which **you** obtained through the internet or extranet or website and hold in **your** possession.

j) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including data that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**, including any amount pertaining to the value of such data, nor shall it be considered as physical loss or damage for the purposes of this exclusion;

k) 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**;

l) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**;

m) 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**.

Definitions applicable to this exclusion:

Computer system means 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.

6. ✘ Industries gradual seepage, pollution and contamination exclusion

This **policy** does not cover legal liability arising from:

a) **Bodily injury** or **damage** to, or loss of use of property caused by seepage, pollution or contamination. This paragraph A. shall not apply to liability for **bodily injury** or **damage** to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the **territorial limits** during the **period of insurance**;

b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the **territorial limits** during the **period of insurance**;

c) Fines, penalties, punitive or exemplary damages associated with a) or b) above.

For the purpose of this exclusion polluting or contaminating substances include but are not limited to, smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

7. ✘ Insolvency exclusion

This **policy** does not cover legal liability arising out of or contributed to by **your** bankruptcy, insolvency, liquidation, winding up, administration or arrangement with creditors or insufficient funding.

8. ✘ **Material change of insured risks**

This **policy** does not cover legal liability arising from or connected to a material change to **you**, **your business** or the risks insured, as compared to the situation which applied at the inception of this **policy**, unless covered by an express extension or **endorsement** to the **policy**.

9. ✘ **North America domiciled and jurisdiction exclusion**

This **policy** does not cover legal liability arising out of domiciled operations in **North America**, or in respect of any claim which is made within the legal jurisdiction of **North America** other than to the extent cover is provided under extension 7 Overseas Business and Personal Liability of Liability extensions applicable to subsection 2 – Property owners' liability.

10. ✘ **Offshore installations exclusion**

This **policy** does not cover legal liability arising out of offshore installations as defined in the Health and Safety at Work etc. Act 1974 and the Offshore Installations and Pipeline Works (Management and Administration) Regulations 1995 or any similar legislation, irrespective of whether such installations are located in territorial or international waters.

11. ✘ **Other insurance**

This **policy** does not cover legal liability in respect of which indemnity is available under any more specific insurance at the time of any claim made under this **policy**, whether effected by **you** or by any other person or entity to whom indemnity would otherwise have been payable under this **policy**.

12. ✘ **Perfluorinated compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) exclusion**

(a) This **policy** does not cover legal liability for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any **PFAS**.

(b) For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any **PFAS**.

Definitions applicable to this exclusion:

PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:

i) perfluorinated methyl group (-CF3); or

ii) perfluorinated methylene group (-CF2-).

Such as any perfluoroalkyl or polyfluoroalkyl substances for example.

13. ✘ **Punitive and exemplary damages exclusion**

This **policy** does not cover legal liability for the payment of, fines, penalties, liquidated damages, punitive, aggravated or exemplary damages.

14. ✘ Radioactive contamination exclusion

This **policy** does not cover legal liability resulting or arising from:

a) ionising radiation by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

15. ✘ Terrorism exclusion

The **policy** does not cover legal liability for loss, damage, cost or expense of whatsoever nature, caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

We also exclude loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **we** allege, on reasonable grounds, that by reason of this exclusion, any loss, **damage**, cost or expense is not covered by this **policy** the burden of proving the contrary shall be upon **you**.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

16. ✘ War exclusion

This **policy** does not cover legal liability caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or use of military or usurped power.

Section A - Material damage cover

In the event of accidental **damage** to the **property** insured described in the Schedule which occurs at the **premises** during the **period of insurance** by any accidental cause not otherwise excluded, **we** will pay **you** the value of the **property** at the time of **damage** or the amount of the **damage** or, at **our** option, replace or reinstate the **property**.

Provided that **our** liability in any one **period of insurance** shall not exceed in respect of any one item its **sum insured** or in the whole the total **sum insured** or any other stated limit of liability.

Claims settlements
Day one basis:

In the event of the **property** insured under each item of the Schedule on **buildings** and **landlord's contents** being the subject of **damage** giving rise to **our** liability under this section the basis upon which **our** liability in respect of each of the said items is to be calculated shall be the reinstatement of the property which has been the subject of **damage**.

For the purposes of this clause:

"Declared value" means:
Your assessment of the cost of reinstatement of the **property** insured, arrived at in accordance with paragraph (a) of the reinstatement definition (see below) at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowance for:

- (a) the additional cost of reinstatement to comply with Local Authority requirements;
- (b) professional fees;
- (c) debris removal costs.

"Reinstatement" means:

- (a) in the case of destruction, the rebuilding of or replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new;
- (b) if **property** is **damaged**, the repair of the **damage** or restoration of the damaged portion of the **property** to a condition substantially the same as, but not better or more extensive than, its condition when new.

Special provisions

1. The declared value for each item is as stated on the Schedule. At the inception of each **period of insurance** **you** shall notify **us** of the declared value of the **property** insured by each of the said items. In the absence of a declaration the last amount declared by **you** shall be taken as the declared value for the ensuing **period of insurance** (suitably adjusted for index linking where appropriate).
2. No payment shall be made beyond the value of the property insured at the time of **damage**:
   - (a) until the cost of reinstatement has actually been incurred
   - (b) unless reinstatement (which, subject to **our** liability not being thereby increased, may be carried out upon another site and in any manner suitable to **your** requirements) commences and proceeds without unreasonable delay
   - (c) if at the time of its **damage** the **property** shall be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement.
3. When any **property** insured is damaged in part only, **our** liability shall not exceed the sum **we** could have been called upon to pay for reinstatement if such property had been wholly destroyed.
4. In respect of each item to which this clause applies, General Condition 7(e) – Under-insurance is

amended to read:

If at the time of loss the declared value of the **property** covered by such item is less than the cost of reinstatement at the inception of the **period of insurance**, then **our** liability shall be proportionately reduced.

5. If, by reason of any of the above special provisions, no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated herein, **your** and **our** rights and liabilities in respect of the **damage** shall be subject to the terms and conditions of this Section including General Condition 7 (e), as if this clause had not been incorporated herein except that the sums insured shall be limited to 115% of the declared values as stated on the Schedule.

6. In the event of loss **our** liability in respect of each item to which this clause applies shall not exceed its **sum insured**. The **sum insured** applicable to each item to which this clause applies is calculated by applying a 15% uplift to the declared value as stated in the Schedule (unless a different uplift is specified in the Schedule).

Extensions

(These Extensions apply to **your** policy automatically)

1. **Glass**

We will pay for:

(a) the cost of repair or replacement of lettering, alarm foil or other ornamentation work on glass provided that **our** liability for any one occurrence shall not exceed £500.

(b) the costs of:

(i) boarding up and temporary glazing pending replacement of broken glass

(ii) removing and re-fixing window fittings and other obstacles to replacing broken fixed glass.

2. Local authorities

The policy in respect of **buildings** and **landlord's contents** extends to include such additional cost of reinstatement of the insured **property** which has been the subject of **damage** as may be incurred solely by reason of the necessity to comply with Building Regulations or local authority or other statutory requirements. Provided that:

1. the amount recoverable under this Extension shall not include:-
   (a) the cost incurred in complying with any of the aforesaid regulations or requirements
      (i) in respect of **damage** occurring prior to the granting of this Extension;
      (ii) in respect of **damage** not insured by this section;
      (iii) under which notice has been served upon **you** prior to the happening of the **damage**
      (iv) in respect of undamaged **property** or undamaged portions of **property** other than foundations (unless foundations are specifically excluded from the insurance by this Material Damage Section) of that portion of the property destroyed or damaged;

   (b) the additional cost that would have been required to make good the **property** which has been the subject of **damage** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or requirements not arisen

   (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the Regulations or requirements referred to.

2. the work of reinstatement must be started and carried out within a reasonable period and in any case must be completed within twelve months after the **damage** or within such further time as **we** may (during the said twelve (12) months) agree in writing and may be carried out wholly or partially upon another site (if the aforesaid Regulations or requirements so necessitate) subject to **our** liability under this Extension not being thereby increased.

3. if **our** liability under any item of the Schedule apart from this Extension shall be reduced by the application of any of the terms and conditions of this Section, then **our** liability under this Extension in respect of any such item shall be reduced in like proportion.

4. the total amount recoverable under this section for any property insured shall not exceed the **sum insured** shown against that item.

3. Architects', surveyors' and consultants' fees

The **sum insured** by each item of the Schedule for **buildings** and **landlord's contents** includes an amount in respect of architects', surveyors', consulting engineers', legal and other fees incurred in the reinstatement of the property insured consequent upon its **damage** as insured by this Section but not for preparing any claim.

Provided that **our** total liability for such **damage** and fees shall not exceed in the aggregate the **sum insured** by each item.

4. **Debris removal**

The insurance of the **property** insured extends to include costs and expenses necessarily incurred by **you** with **our** consent in:

a) removing debris

b) the clearing of drains and sewers providing services to or from the **buildings** and for which **you** are responsible

c) dismantling and/or demolishing

d) shoring up or propping of the portion or portions of the **property** insured that have sustained **damage** insured by this Section.

Provided that:

i) **we** will only pay such costs following **damage** which is insured by this Section.

ii) in respect of **damage** to **property** insured comprising roads, yards, vehicle parks, pavements, gardens and the like **our** liability in respect of any one occurrence shall not exceed

(1) 10% of the **sum insured** for **buildings**, or

(2) £100,000

whichever is less.

iii) cover includes the property of others not owned by **you** but for which **you** are responsible up to an amount not exceeding £10,000 for any one occurrence.

iv) ✘ **We** will not pay for any costs or expenses:

(1) incurred in removing debris elsewhere than from the site of such property which has been the subject of **damage** and the area immediately adjacent to such site.

(2) in respect of drains and sewers beyond a half mile radius of the site of the insured property.

(3) arising from **damage** to property not insured by this policy.

v) Our liability under this Extension shall in no case exceed the **sum insured** or declared value (whichever is lower) in respect of that item.

5. **Transfer of interest**

If at the time of **damage** to any **building** insured under this Section, **you** shall have contracted to sell **your** interest in such **building** and the purchase shall not have been but shall be subsequently completed, on the completion of the purchase the purchaser shall be entitled to the benefit of this policy up to the date of completion so far as it relates to such **damage**.

Provided that

i) the property is not otherwise insured by or on behalf of the purchaser against such damage

ii) this Extension shall not prejudice the rights and liabilities of **you** or **us** under this Section.

6. **Workmen**

Any trades person(s), company, firm or organisation may be allowed on the **premises** and instructed by **you** to effect repairs and minor structural alterations in all or any of the **buildings** without prejudice to this policy.

7. **Automatic reinstatement of sum insured**

In consideration of the insurance not being reduced by the amount of any **damage**, **you** shall pay the appropriate extra premium on the amount of the **damage** from the date of the **damage** to the date of the expiry of the **period of insurance**.

8. **Capital additions**

This Section extends to cover the following **property** situated anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man:

(a) any newly erected and/or newly acquired **buildings**; and

(b) alterations, additions and improvements to **buildings** but not in respect of any appreciation in value

provided that:

1. **our** maximum liability at any one situation shall not exceed :-
   (a) 10% of the total **buildings sum insured** by this Section, or
   (b) £250,000
   whichever is the lower.

2. **You** provide particulars of any **property** in respect of which this extension is sought as soon as practicable and, in any event, at intervals of not more than 6 months and to effect specific insurance thereon retrospective to the date of the start of **your** responsibility.

9. **Emergency services**

We will pay costs and expenses **you** incur to restore or repair grounds, landscaped gardens, pavements, road surfaces and any other property comprising the **premises** damaged by the emergency services attending as a result of insured **damage** to the **premises**. Provided that **our** maximum liability shall not exceed £5,000.

10. **Fire brigade**

We will pay the costs charged by the Fire Brigade directly relating to the extinguishing or fighting of fire at the **premises**.

11. **Loss avoidance**

We will pay **you** for costs **you** incur in taking reasonable but exceptional measures to avoid or mitigate impending **damage** which would otherwise have resulted in a claim under this policy.
Provided that:

(a) the impending **damage** did not stem from any reasonably foreseeable cause

(b) payment under this policy would have been a natural outcome to be expected in the absence of such measures

(c) **we** are satisfied that the **damage** has been avoided or reduced in consequence of the measures taken

(d) the terms, conditions and exclusions of this policy shall apply as if **damage** had occurred

(e) the amount payable by **us** shall be no greater than the cost that would have been incurred had the measures not been taken and **damage** had occurred

(f) **our** liability is limited to £100,000 any one occurrence or series of events arising out of one occurrence.

12. **Trace and access**

In the event of **damage** resulting from escape of water or oil as insured by this policy **we** will pay costs incurred in locating the source of such **damage** and making good.
Provided that **our** liability is limited to £5,000 any one occurrence or series of events arising out of one occurrence.

13. **Changing locks**

This policy extends to cover the cost of changing locks at the **premises** following the loss of keys during the **period of insurance** by:

(a) theft or any attempt thereat from the **premises** or from **your** home or that of an authorised director, partner or employee;

(b) robbery whilst such keys are in **your** personal custody or that of an authorised director, partner or employee;

Provided that:

i) if such keys relate to a safe they shall not be left on the **premises** overnight unless the **premises** are occupied by **you** or an authorised employee in which case they shall be deposited in a secure place not in the vicinity of the safe.

ii) **our** liability is limited to £500 in respect of any one loss.

14. **Additional metered water charges**

The policy by this Section extends to include additional metered water charges incurred by **you** and for which **you** are responsible as a result of **damage** to the water installation at the **premises**.

Provided that:

i) the amount payable shall be ascertained by comparing the charge made by the water authority on their account for the period during which the loss of metered water occurred with the charges for the previous period adjusted for any relevant factors affecting **your** normal consumption of water during the periods concerned.

ii) **damage** in respect of any **building** which is **unoccupied** is excluded.

iii) **our** maximum liability under this Extension shall not exceed £10,000 in the aggregate during any one **period of insurance**.

iv) **you** shall take all practical steps to remedy the **damage** to the installation as soon as it is discovered.

15. **Extinguishment expenses**

We will pay the costs **you** incur for refilling fire extinguishment appliances and replacing used sprinkler heads but excluding:

(a) costs other than as a direct result of **damage caused** by a **defined peril**

(b) any amount in excess of £5,000.

16. **Temporary repairs**

We will pay the costs **you** incur (with **our** consent) in making temporary repairs and erecting temporary buildings and/or contents following **damage** subject to a limit of £25,000.

17. **Unauthorised use of electricity, gas, oil or water**

We will cover **you** for the cost of metered electricity, gas, oil or water for which **you** are legally responsible following its unauthorised use during the **period of insurance** by persons taking possession, keeping possession or occupying the **premises** without **your** authority.
Provided that:

(a) all practical steps are taken to terminate the unauthorised use as soon as it is discovered

(b) **our** liability in respect of such costs is limited to £10,000 in any one **period of insurance**.

18. **Removal of wasp and bee nests**

We will cover **you** for the costs incurred in removing wasp or bee nests from the **buildings** at the **premises** during the **period of insurance** provided that:

(a) **we** will not be liable for the cost of removing nests already in the **buildings** prior to the inception of this policy, and

(b) **our** liability shall not exceed £1,500 in respect of any one occurrence.

19. **Tree felling and lopping**

We will cover **you** for costs incurred with **our** consent for removing or lopping trees which during the **period of insurance** have become an immediate threat:

(a) to the safety of life, or

(b) of **damage** to property

Provided that

(i) this shall not apply to the cost of routine maintenance.

(ii) **our** liability shall not exceed £1,000 any one occurrence.

20. **Temporary removal**

We will cover **you** for **damage** as insured by this section to **landlord's contents** occurring during the **period of insurance** and not otherwise insured while temporarily removed to any other premises in the United Kingdom, the Channel Islands or the Isle of Man:

(a) which **you** occupy in connection with the **business**, or

(b) for cleaning, renovation or repair purposes.

Material damage conditions

(The following Conditions apply to all policies)

1. **Notice of occupancy**

   You must tell **us** as soon as practicably possible when any of the **buildings** becomes **unoccupied** or when any **unoccupied** portion of such **buildings** becomes occupied. **We** will adjust the premium and the terms and conditions, if necessary, based on the new circumstances.

2. **Designation of property**

   For the purpose of determining where necessary the item under which property is insured, **we** agree to accept the designation under which such property has been entered in **you**r books.

3. **Application of under-insurance condition**

   The **sum insured** under each item shown on the Schedule is separately subject to General Condition 7(e).

4. **Non-invalidation**

   The insurance of this Section shall not be invalidated by any act, error, omission or alteration unknown to **you** or beyond **you**r control whether the risk of **damage** is increased or otherwise. Provided that **you** inform **us** as soon as practicably possible **you** become aware of the act, error, omission or alteration and pay an additional premium if required.

5. **Other interests**

   We will automatically note the interests of any freeholders, lessees, underlessees, assignees and/or mortgagees. Provided that **you** shall advise **us** of the name of any interested party and the nature and extent of their interest in the event of **damage**.

6. **Buildings awaiting demolition**

   If at the time of the **damage** any **buildings** are awaiting demolition, **our** liability is limited to the additional cost of removing debris, as detailed in Extension 5 (Transfer of interest), which is incurred by **you** solely as a result of such **damage**.

7. **Buildings awaiting refurbishment, redevelopment or renovation**

   If at the time of the **damage** any **buildings** are awaiting refurbishment, redevelopment or renovation, **we** will not pay for any costs which would have been incurred by **you** in the absence of such **damage**.

8. **Individual flats**

   Where **you**r **property** is an individual flat, **we** will only be responsible for **our** proportionate share of any claim relating to portions of the **property** for which **you** are legally responsible.

9. **Multi-property policy**

   Each let **property** listed in **your** Schedule is covered as though separately insured.

10. **Security of the premises**

    If the **property** is located in certain post code areas, **we** may insist that **you** have high-security locks and, in some cases, an alarm system fitted. **We** will print an endorsement on **you**r Schedule showing the security measures **you** have told **us** are fitted, when they must be used and the cover that is excluded if they are not used. If **we** have insisted that **you** have this security, but it is not fitted or **you** do not keep it in good working order, the cover for damage to the **buildings** and **landlord's contents** under the policy will not be valid for theft, attempted theft or malicious damage.

11. **Holiday homes and airbnb**

If the **buildings** are left **unoccupied**, then:

a) the **buildings** must be inspected at least once every fourteen (14) days by **you** or **your** representative and a detailed written record retained for **our** inspection on request, showing dates visited, who attended and any observations made;

b) the gas and water supplies must be turned off and the water system drained OR the central heating must be set for a continual minimum temperature of 15ºC (fifteen degrees centigrade) during the period 1st November to 31st March

c) the electricity supply must be turned off unless required for the central heating as in b) above, or to maintain a security system;

d) cover for accidental **damage** will not be available.

If **you** do not comply with this Condition, **you** will not be covered and **we** will not make any payment in respect of any claim resulting therefrom.

Material damage exclusions

We will not pay in respect of:

1. ✘ **damage** caused by the bursting of any boiler, economiser or other vessel machine or apparatus belonging to **you** or under **your** control in which internal pressure is due to steam only but this shall not exclude:

   (i) **damage** caused by explosion of any boiler used for domestic purposes only

   (ii) subsequent **damage** itself resulting from a cause not otherwise excluded.

2. ✘ **damage** attributable solely to change in the water table level.

3. ✘ **damage** caused by or consisting of:

   (a) wear and tear (for example, a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time. Examples of things that are likely to be affected include fencing, flat roofs, carpets and flooring and clothing); frost; wet or dry rot; dampness or dryness; or any other gradually operating cause;

   (b) corrosion; rust; shrinkage; evaporation; loss of weight; marring; scratching;

   (c) change in:
   (i) temperature
   (ii) colour
   (iii) texture, or
   (iv) finish

   (d) however caused by:
   (i) moth
   (ii) vermin
   (iii) insects
   (iv) fungal attack, or
   (v) mould

   (e) inherent vice; latent defect; faulty or defective design or materials.

   (f) faulty or defective workmanship; operational error or omission on **your** part or the part of any of **your** employees;

   (g) joint leakage; failure of welds; cracking; fracturing; collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith.

   (h) mechanical or electrical breakdown or derangement.

   but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded.

4. ✘ **damage** caused by any kind of seepage or any kind of pollution and/or contamination but this shall not exclude **damage** to the property insured specified in the Schedule caused by:

   (a) pollution or contamination which itself results from a **defined peril**.

   (b) a **defined peril** which itself results from pollution or contamination.

5. ✘ **damage** by storm, wind, rain, hail, sleet, snow, flood or dust to movable property in the open, gates, fences or posts unless caused by falling trees or there is **damage** to structural parts of the **buildings** at the same time.

6. ✘ **damage** by theft or attempted theft which does not involve either:
   (a) entry to or exit from the **premises** by forcible and violent means, or
   (b) actual or threatened assault or violence.

7. ✘ **damage** caused by or consisting of acts of fraud, dishonesty or deception.

8. ✘ **damage** to property in transit other than whilst at the **premises** or in the circumstances provided for by Extension 20 – Temporary removal.

9. ✘ **damage** to money and securities of any description

10. ✘ **damage** caused by subsidence landslip or ground heave:
    (a) to yards, car parks, roads, pavements, street furniture, outdoor swimming pools, outdoor tennis courts, walls, gates and fences unless also affecting the **buildings**
    (b) caused by or consisting of
        (i) the normal settlement or bedding down of new structures
        (ii) the settlement or movement of made-up ground
        (iii) coastal or river erosion
    (c) resulting from:
        (i) demolition, construction, structural alteration or repair of any property
        (ii) groundworks or excavation at the same **premises**.
    (d) which originated prior to the inception of this cover.

11. ✘ **damage** caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

12. ✘ **damage** to a building or structure caused by its own collapse or cracking.

13. ✘ **damage** to property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, alteration, cleaning or repair.

14. ✘ **damage** to fixed glass or sanitaryware:
    (i) occurring during installation or removal, or
    (ii) which was cracked or fractured prior to inception of this policy, or
    (iii) occurring whilst the **premises** are empty or **unoccupied** unless specifically agreed.

15. ✘ **damage** by fire to property caused by its undergoing any process involving the application of heat.

16. ✘ **damage** to property or structures in course of construction or erection and materials or supplies in connection with all such property during construction or erection.

17. ✘ the cost of maintenance or routine alteration or decoration.

18. ✘ delay; loss of market;

19. ✘ **damage** to:
   (a) livestock; growing crops; or trees
   (b) vehicles licensed for road use; caravans; trailers; railway locomotives; rolling stock; watercraft or aircraft
   (c) piers; jetties; bridges; culverts; or excavations
   (d) property more specifically insured
   (e) property which is or but for the existence of this policy would be insured under a marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.

20. ✘ the amount of the **excess** specified in the Schedule

21. ✘ **damage** caused by any of the following whilst any of the **buildings** is empty or not in use:
   (a) riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.
   (b) escape of water or oil from any tank, apparatus, pipe or appliance.
   (c) theft or attempted theft.

22. ✘ **damage** caused as a result of any residential property being used by occupants for illegal activities.

Section B - Loss of rent
Cover

We will pay up to the **sum insured** stated in the Schedule in consequence of accidental **damage** as insured under Section A occurring during the **period of insurance** for:

1. loss of **rent** which shall be:
   (a) the shortfall between the **rent** received during the **indemnity period** and the **rent** which would have been received but for the **damage**
   (b) the additional expenditure incurred to avoid such a shortfall but only to the extent of the shortfall thereby avoided.
2. the costs incurred from the date of the **damage** until the expiry of the **indemnity period** in re-letting the **premises** (including legal fees in connection with the re-letting).

Provided that at the time of the **damage** there is in force an insurance covering **your** interest in the property at the **premises** against such **damage** and that:

(a) payment shall have been made or liability admitted in respect of the **damage** or

(b) payment would have been made or liability would have been admitted but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

except that this clause shall not apply in respect of any item on **rent** where another party (other than **you**) is responsible for insuring the **buildings** by virtue of lease or other contractual arrangements.

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

Loss of rent conditions

1. **Savings**
   The amount payable shall be reduced by:
   (a) any sum saved during the **indemnity period** on business expenses or charges payable out of **rent** which cease or reduce as a result of the **damage**, and
   (b) any **rent** received from the use of other premises to provide accommodation to tenants or prospective tenants of the **buildings** during the **indemnity period**.

2. **Payments on account**
   Payments on account will be made to **you** in respect of claims for loss of **rent** on the date upon which the **rent** would have been due from the lessee but for the **damage**.

3. **Under-insurance**
   Provided that if the **sum insured** by **rent** be less than the **rent** during the twelve (12) months immediately before the date of the **damage** (or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months) the amount payable shall be proportionately reduced.

4. **Unoccupied buildings**

If at the time of the **damage** the **buildings** or any portions of the buildings are **unoccupied**, cover in respect of **rent** will only apply if there is an ongoing tenancy agreement in force for which a rental income is being received that can be identified in **your** records.

Loss of rent extensions

1. **Reinstatement of loss**

In the event of loss under this Section, and in the absence of written notice by **you** or **us** to the contrary, the amount of such loss is to be automatically reinstated from the date of the loss and **you** undertake to pay such additional premium as **we** require for the reinstatement for the remainder of the **period of insurance**.

2. **Buildings awaiting sale**

If at the time of **damage** **you** shall have:

(a) contracted to sell **your** interest in the **premises**, or

(b) accepted an offer in writing to purchase **your** interest in the **premises** subject to contract and the sale is cancelled or delayed solely in consequence of damage insured by Section A occurring during the **period of insurance**, then provided that **you** shall make all reasonable efforts to complete the sale of the **premises** as soon as practicable after the **damage** **you** may opt for the amount payable by **us** to be as follows:

(i) the loss of **rent** from the date of the **damage** until the date the **premises** would have been sold or the expiry of the **indemnity period** if earlier. The loss in respect of **rent** being the shortfall between the **rent** received and the **rent** which would have been received but for the **damage**, or

(ii) the loss in respect of interest from the date the **premises** would have been sold if the **damage** had not occurred to the actual date of sale or the expiry of the **indemnity period** if earlier. The loss in respect of interest being:

(1) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the **business** or

(2) the investment interest lost to **you** on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under paragraph (1) above)

less any amount receivable in respect of **rent**, or

(iii) the additional expenditure incurred during the **indemnity period** following the **damage** solely to avoid or minimise the loss payable under (i) and (ii) above but not exceeding the amount of loss avoided by such expenditure

Provided that the amount payable in any one **period of insurance** shall not exceed the limit above.

3. **Capital additions (rent)**

We will indemnify **you** for loss of **rent** that is not otherwise insured for:

(a) any newly acquired or newly erected buildings

(b) alterations, additions or improvements to **buildings** covered under Section A – Material damage cover - anywhere in the United Kingdom, the Channel Islands or the Isle of Man, provided that:

(i) **our** maximum liability at any one premises under this clause shall not exceed 10% of the **sum insured** on **rent**, up to a maximum of £100,000 during any one **period of insurance**.

(ii) **you** undertake to provide particulars of such extension to cover as soon as possible.

(iii) **you** undertake to pay any reasonable additional premium **we** require.

4. **Explosion**

Despite Exclusion 1 of Section A, **we** will pay for loss resulting from interruption or interference with the **business** carried on at the **premises** in consequence of the explosion of any boiler or economiser on the **premises** in which internal pressure is due to steam only.

5. **Loss of attraction**

We will indemnify **you** for loss of **rent** occurring during the **period of insurance** as a result of accidental **damage** to property in the immediate vicinity of the **premises** which results in a fall in the number of tenants attracted to the **premises** whether the **premises** or **your property** are the subject of **damage** or not.

Provided that:

(a) ✘ **we** will not pay for loss arising from obstruction of roads, streets and the like by weather or climatic conditions.

(b) ✘ **we** will not be liable for loss of **rent** resulting from **damage** which is excluded under Section A – Material damage cover.

(c) **our** liability is limited to the period beginning with the occurrence of the **damage** and lasting no longer than 3 months thereafter.

(d) **our** maximum liability under this extension shall not exceed 5% of the **sum insured** on **rent** or £250,000, whichever is less, during any one **period of insurance**.

6. **Loss of investment income on late payment**

If as a result of **damage** **we** are paying indemnity in respect of loss of **rent** and **our** payment to **you** is made later than the date upon which **you** would normally have expected to receive the **rent** from a lessee **we** will pay a further sum representing the investment interest lost by **you** during the delay period.

Provided that the amount payable in respect of **rent** and investment interest lost in any one **period of insurance** shall not exceed the limit in Loss of attraction 5(d)..

7. **Managing agents' premises**

We will indemnify **you** for loss of **rent** resulting from **damage** occurring during the **period of insurance** to any location in the United Kingdom owned or occupied by **your** managing agents for the purposes of their business.

Provided that:

(a) **our** maximum liability under this extension shall not exceed 10% of the **sum insured** on **rent** or £250,000, whichever is less, in respect of any one occurrence

(b) ✘ **we** shall not be liable for loss of **rent** resulting from **damage** which is excluded under Section A – Material damage cover.

8. **Prevention of access**

We will indemnify **you** for loss of **rent** following accidental **damage** occurring during the **period of insurance** to **property** in the vicinity of the **premises** which prevents or hinders the use of or access to the **premises** whether the **premises** or **you**r property are the subject of **damage** or not.

Provided that:

(a) **our** maximum liability shall not exceed 25% of the **sum insured** on **rent** applying to the **premises** or £100,000, whichever is less, in respect of any one occurrence.

(b) ✘ **we** shall not be liable for loss of **rent** resulting from **damage** which is excluded under Section A – Material damage cover.

9. **Legal fees or professional accountants**

If any of the **buildings** suffer **damage we** will pay the reasonable charges payable by **you** and incurred with **our** consent to:

(a) **your** professional accountants for producing such information as **we** may require under the terms of General Condition 9 and for reporting that such particulars are in accordance with **your** accounts

(b) **you**r lawyers for determining **your** contractual rights under any rent cessor clause or insurance break clause contained in the lease, but not for any other purposes in the preparation of any claim.

10. **Public utilities**

We will indemnify **you** for loss of **rent** resulting from the accidental failure of the supply (but excluding any failure which does not include interruption of supply for at least four hours) of:

(a) electricity at the terminal ends of the supply authority's service feeders at the **premises**.

(b) gas at the supply authority's meters at the **premises**.

(c) water at the supply authority's main stop cock serving the **premises** (other than by drought) not occasioned by:

(i) the deliberate act of any supply authority nor by the exercise by any such authority of its power to withhold or restrict supply, or

(ii) strikes or labour or trade disputes.

Provided that:

(a) **our** maximum liability shall not exceed 25% of the **sum insured** on **rent** applying to the **premises** or £50,000, whichever is less, in respect of any one occurrence

(b) ✘ **we** shall not be liable for loss of **rent** resulting from **damage** which is excluded under Section A – Material damage cover.

11. **Alternative accommodation – residential properties**

If **buildings** that are occupied totally or partially for residential purposes suffer accidental **damage** insured under Section A, **we** will pay the costs **you** incur in providing comparable temporary alternative accommodation for the **residents** who normally live in the **buildings** if the residential property cannot be lived in or accessed because of **damage** covered by this policy. Provided that **we** shall not be liable for:

(a) ✘ any costs **you** or the **residents** incur once the **buildings** can be lived in again.

(b) ✘ any costs **you** agree to pay without **our** written permission.

(c) ✘ any amount in excess of 10% of the **sum insured** on **rent** applying to the **premises** or £50,000, whichever is less, in respect of any one occurrence.

12. **Rent-free period**

If, at the time of **damage**, the **buildings** are subject to a rent-free period concession under the terms of the lease, then the **indemnity period** stated in the Schedule will be adjusted by adding the unexpired portion of the rent- free period to the number of months shown in the Schedule.

Section C – Liability

Subsection 1 – Employers' liability

We will cover **you** for all sums which **you** may become legally liable to pay as compensation including claimants costs and expenses in respect of **bodily injury** caused during the **period of insurance** to any **employees** arising out of and in the course of their employment by **you** in the **business** within the **territorial limits.**

We will also pay **your** costs and expenses incurred with **our** prior written consent:

a) in defence of any claims;

b) for representation at any coroners inquest in respect of any death;

which may be the subject of indemnity under this **Section**.

For the purposes of this **Section** (including any applicable **limit of indemnity**) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.

The most **we** will pay is the **limit of indemnity** as stated in the **Schedule** for any one occurrence, inclusive of all costs and expenses.

Liability extensions applicable to Subsection 1 – Employers' liability

1. **Accidental discovery of notifiable asbestos and work with non notifiable non licensed asbestos**
Legal liability for **bodily injury** to **employees** caused by or arising from non notifiable and/or accidental discovery of **notifiable asbestos** or materials suspected to be **notifiable asbestos** when arising from non notifiable non licensed **asbestos** work as permitted by the Control of Asbestos Regulations 2012.

   You must ensure that:

   (a) all handling, removal, stripping out, demolition, storage, transportation or disposal of that which is suspected to be **notifiable asbestos** ceases immediately upon discovery until the composition of all such materials is established;

   (b) any subsequent handling, removal, stripping out, demolition, storage, transportation or disposal of **notifiable asbestos** is carried out by a Health and Safety Executive (HSE) licensed contractor on terms which cover **you** for all liability arising out of such work; **our** liability to pay compensation including costs and expenses in respect of any **asbestos** shall not exceed the minimum statutory limit of five million pounds (GBP 5,000,000) in respect of any one occurrence. For the purposes of the cover provided by this extension, General exclusions applicable to Section C Clause 1 (Asbestos) shall not apply.

2. **Court attendance costs**
We will pay **you** the daily rates as stated below if any of the following are required to attend court as a witness at **our** request:
   (a) any of **your** directors or **business partners**: daily rate five hundred pounds (GBP500);
   (b) any **employee**: daily rate two hundred and fifty pounds (GBP250).

3. **Indemnity to other person(s) and parties**
At the request of the first named party stated in the **Schedule** and with **our** written consent **we** shall cover:

   a) any director, partner or **employee** of **yours** while acting in connection with the **business**, provided that **you** would have been entitled to indemnity under this **Section** if the claim had been made against **you**;

b) any officer or member, of **your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

c) in respect of the **premises** occupied for residential purposes:

- the residents.
- the managing agents.
- the residents' association.
- the owner or lessee.

but excluding the liability of any resident arising from their occupation (and not ownership) of the residential property in which they are residing.

Provided that;

i) such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.

ii) **We** have full conduct and control of the claim.

iii) **Our** liability to all parties indemnified under this extension shall not exceed the total **limit of indemnity** as stated in the **Schedule**.

4. Non-manual work overseas and manual work in the European Economic Area

Legal liability in respect of **bodily injury** caused outside of the **territorial limits** to **employees** ordinarily resident and under a contract of employment or apprenticeship entered into within the **territorial limits** when temporarily engaged in non-manual work elsewhere in the world and manual work whilst within the European Economic Area geographical limits.

This extension does not provide any coverage:

a) for **offshore** work of any kind.

b) required to comply with local labour laws or workers compensation act coverage requirements outside of the **territorial limits**.

5. Unsatisfied court judgments

We will, at **your** request, pay costs and damages to any **employee** or their personal representative, which remain unpaid six (6) months after the date a judgment for **bodily injury** to the **employee** which was obtained against another party domiciled within the **territorial limits**.

Payment will only be made where:

a) the **bodily injury** was caused in the course of **your business** and during the **period of insurance**;

b) the judgment was made in a court within the **territorial limits**;

c) there is no appeal outstanding to the judgment;

d) the **employee** or their personal representative assigns the judgment debt to **us**.

Liability conditions applicable to Subsection 1 – Employers' liability

1. **Provisions of compulsory law**
   The indemnity provided by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of legal liability to **employees** within the **territorial limits** but **you** agree to repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

2. **Certificate of Employers' Liability Insurance**
   If this **policy** or this **Section** is cancelled, any Certificate of Employers' Liability Insurance shall be similarly cancelled from the same date.

Liability exclusions applicable to Subsection 1 – Employers' liability

1. ✘ **Offshore exclusion**
   Bodily injury to any **employee** which arises out of **offshore** work other than when specified in the **Schedule** as operative and only to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of **employees** in which case **our** total liability to pay damages inclusive of costs and expenses shall not exceed the minimum statutory limit of five million pounds (GBP5,000,000) in respect of any one occurrence.

2. ✘ **Reparation costs exclusion**
   (a) any medical costs or medical expenses;
   (b) any repatriation costs or repatriation expenses;
   incurred by any **employee** whilst outside the **territorial limits**.

3. ✘ **Road Traffic Act exclusion**
   Bodily injury to any **employee** to the extent that compulsory motor insurance or security is required in **your** name under the Road Traffic Act 1988 or by any other compulsory insurance required by road traffic legislation.

4. ✘ **Terrorist acts exclusion**
   Bodily injury to any **employee** which arises out of an act of terrorism except to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of **employees** in which case **our** total liability to pay damages inclusive of costs and expenses shall not exceed the minimum statutory limit of five million pounds (GBP5,000,000) in respect of any one occurrence.

   An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Subsection 2 – Property owners' liability

We will cover **you** for all sums which **you** may become legally liable to pay as compensation including claimants costs and expenses in respect of:

1. accidental **bodily injury** to any person other than an **employee**;
2. accidental **damage**;
3. accidental trespass, accidental nuisance;
4. charges of wrongful arrest or malicious prosecution brought against **you** arising out of any allegation of shoplifting at **your premises**;

occurring during the **period of Insurance** within the **territorial limits** in connection with the **business**.

We will also pay **your** costs and expenses incurred with **our** prior written consent:

a) in defence of any claims;

b) for representation at any coroners inquest in respect of any death;

which may be the subject of indemnity under this **Section**.

For the purposes of this **Section** (including any applicable **limit of indemnity**) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.

The most **we** will pay is the **limit of indemnity** as stated in the **Schedule** for any one occurrence, inclusive of all costs and expenses.

Liability extensions applicable to Subsection 2 – Property owners' liability

1. **Consumer protection and food safety acts**

   At **your** request and with **our** written consent **we** shall pay the legal expenses incurred by any **business partner**, director or **employee** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

   (a) Part 2 of the Consumer Protection Act 1987; or

   (b) Part 2 of the Food Safety Act 1990;

   committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

   We will not pay for:

   i) any legal expenses unless **We** have the conduct and control of all proceedings and appeals;

   ii) fines or penalties of any kind;

   iii) proceedings or appeals in respect of any deliberate act or omission.

2. **Court Attendance Costs**

   We will pay **you** the daily rates as stated below if any of the following are required to attend court as a witness at **our** request:

   a) any of **Your** directors or **business partners**: daily rate five hundred pounds (GBP500);

   b) any **employee**: daily rate two hundred and fifty pounds (GBP250).

3. **Defective Premises Act 1972**

We shall pay **you** in respect of **your** legal liability incurred by **you** in connection with **your business** under section 3 of the Defective Premises Act 1972.

This extension shall not apply to the cost of rectifying any damage or defect in the **Premises** or land disposed of.

4. **Indemnity to other person(s) and parties**

At the request of the first named party stated in the **Schedule** and with **our** written consent **we** shall cover:

a) any director, partner or **employee** of **yours** while acting in connection with the **business**, provided that **you** would have been entitled to indemnity under this **Section** if the claim had been made against **you**;

b) any officer or member, of **your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

c) in respect of the **premises** occupied for residential purposes:

- the residents.
- the managing agents.
- the residents' association.
- the owner or lessee.

but excluding the liability of any resident arising from their occupation (and not ownership) of the residential property in which they are residing.

Provided that;

i) such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.

ii) **We** have full conduct and control of the claim.

iii) **Our** liability to all parties indemnified under this extension shall not exceed the total **limit of indemnity** as stated in the **Schedule**.

5. **Motor contingent liability**

We shall cover **you** for **your** vicarious legal liability arising out of the use in the course of the **business** of any **vehicle** which is neither **your** property, nor provided by **you**.

This extension of cover shall not apply:

a) for loss, destruction or damage, to such **vehicle** or any property contained within it;

b) whilst **you** are driving the **vehicle**;

c) to the **vehicle** being driven with **your** consent by any person who does not hold a licence to drive the **vehicle**;

d) for legal liability arising outside the **territorial limits**;

e) to the ownership, possession or use by **you** or on **your** behalf of any **vehicle** for which compulsory insurance is required by legislation.

6. **Overseas business and personal liability**

We shall cover legal liability arising under any applicable jurisdiction for **you,** any of **your** directors, **business partners** or **employees** while temporarily outside of the **territorial limits** in connection with the **business** and in a personal capacity provided **we** are not prohibited from doing so under any local statute or ordinance.

This extension of cover shall not apply:

a) to legal liability arising out of the ownership or tenure of any land or building outside of the **territorial limits**;

b) to **North America,** except in respect of non-manual work and activities, subject to the following additional limitations:

i) excluding legal liability arising from the pollution and contamination of buildings or other structures or of water or land or of the atmosphere caused by the discharge, dispersal, release or escape of pollutants;

ii) excluding payment for punitive, aggravated or exemplary damages;

iii) the **limit of indemnity** shall be inclusive of all costs and expenses.

Liability conditions applicable to Subsection 2 – Property owners' liability

1. **Combined limit of liability for sudden and accidental seepage, pollution and contamination**

Subject to the General exclusions applicable to Section C Industries Gradual Seepage, Pollution and Contamination, **our** total combined maximum liability for seepage, pollution or contamination shall be limited to and not exceed the per occurrence **limit of indemnity** stated in the **Schedule** and shall become a combined single aggregate amount (inclusive of all costs and expenses) for the **period of insurance** for Subsection 2 – Property owners' liability.

2. **Excess**

Before **we** cover **you** under this **Section**, **you** shall be responsible for any **excess**.

Liability exclusions applicable to Subsection 2 – Property owners' liability

5. ✘ **Aircraft and watercraft exclusion**

We do not cover legal liability arising from **you** owning, possessing or using any:

(a) aircraft, drones and other aerial devices;

(b) watercraft or other vessels (other than small vessels of 3 metres or less on inland waterways).

6. ✘ **Airside & airport exclusion**

We do not cover legal liability arising in connection with any work undertaken in or on:

(a) aircraft, drones and other aerial devices;

(b) any airport, aerodrome or helipad including runways, manoeuvring areas or aprons or any part of an airport, aerodrome or helipad to which aircraft ordinarily have access.

7. ✘ **Contractual liability exclusion**

We do not cover legal liability assumed by **you** under a contract or agreement unless such liability would have attached to **you** in the absence of the contract or agreement.

8. ✘ **Custody and control exclusion**

We do not cover legal liability for any property in **your** care, custody or control, other than:

a) **Employees'** or visitors' personal effects. The maximum **we** shall pay is two thousand five hundred pounds (GBP2,500) in the **aggregate**.

b) Any premises (including contents) not being premises owned leased or rented to **you** which are temporarily occupied by **you** for the purpose of carrying out work in or to such premises.

9. ✘ **Damage to owned leased or rented premises exclusion**

We do not cover legal liability for:

a) **Damage** to premises (or fixtures and fittings) presently or at any time previously owned leased or rented to **you** if liability for **damage** is assumed by **you** under a lease or other agreement unless such liability would have attached in the absence of such agreement;

b) **Damage** to land or water within or below the boundaries of any land or premises presently or at any time previously owned leased or rented to **you** or otherwise in **your** care, custody or control.

10. ✘ **Damage to property worked upon exclusion**

We do not cover legal liability for **damage** to the part of the property or article being worked upon and any consequential loss arising from **damage** to the part of the property or article.

11. ✘ **Defamation libel and slander**

We do not cover legal liability resulting or arising from defamation, libel, slander or malicious falsehood.

12. ✘ **Defective workmanship exclusion**

We do not cover legal liability for costs of recall, removal, repair, alteration, replacement, rectifying, reinstatement of property or article worked upon arising from defective or incorrect workmanship by **you** or anyone working on **your** behalf.

13. ✘ **Fungus toxic mould and mildew**

We do not cover legal liability arising out of or related to any mould or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by mould or fungi) or:

(a) for any costs or expenses associated in any way with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence of effects of, any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); or

(b) any obligation or duty to defend any actions arising out of or resulting from or in any way related to any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi).

14. ✘ **Hazardous substances**

We do not cover legal liability for any loss cost or expense arising out of or as a consequence of or related to:

(a) the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, use of or exposure to respirable crystalline silica (RCS) or polychlorinated biphenyls and any materials or products containing such substances; and

(b) any hazardous materials or substances which are required by any statute to be removed, encapsulated or otherwise abated because they may be hazardous to human health.

15. ✘ **Illegal activities**

We do cover legal liability arising from any **premises** being used by occupants for illegal activities.

16. ✘ **Injury to employees**

We do not cover legal liability in respect of **bodily injury** to any **employee**.

17. ✘ **Motor liability exclusion**

We do not cover legal liability arising out of the ownership possession or use by **you** or on **your** behalf of any **vehicle** for which compulsory insurance is required by legislation.

18. ✘ **Products exclusion**

We do not cover legal liability arising out of **products**.

19. ✘ **Professional advice and design for a fee**

We do not cover legal liability arising from advice, error, omission in connection with, instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or provided by **you** or on **your** behalf for a separate fee or under a separate contract.

20. ✘ **Tenant's own actions**

We do not cover legal liability for injuries or damage caused by a tenant's personal actions or negligence that are unrelated to the landlord's direct responsibilities for the building's safety and structure.

Data protection notice

Arkel Underwriting as the administrator of the policy are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation").

How Arkel will use Your personal data and who it will be shared with
Arkel may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research, or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safe guard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

Sensitive personal data
Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

Disclosure of your personal data
Arkel may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

International transfers of data
The personal data that Arkel collects from **you** may be transferred to, processed, and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **we** transfer **your** personal data outside of the UK and EEA, **we** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

Your rights
You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **We** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

Retention
Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.
If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, Arkel Underwriting by writing to us at**:**

Arkel Limited
New London House
6 London Street
London
EC3R 7LP

Or email us at enquiries@arkelunderwriting.com

The Insurer's Data Protection Policy

Sections A and B

AmTrust Specialty Limited (AmTrust) will keep **your** personal information safe and private. AmTrust follows all laws that protect **your** privacy. Under the laws, AmTrust is responsible for handling **your** personal information as Data Controller. Here is a simple explanation of how and why it does this. For more details visit the website at www.amtrustinternational.com/dpn

What AmTrust does with your personal information

There are different reasons for using **your** information. AmTrust will need it to:

- give **you** this policy.
- contact **you** to ask if **you** want to continue with the policy.
- protect both **you** and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need **your** information:

- to run through its computer systems to see if it can offer **you** this policy.
- to help **you** if **you** have any queries or want to make a claim.
- to give **you** information, products, or services that **you** ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about **your** health or any criminal convictions **you** might have. AmTrust might need this kind of information to decide if it can offer **you** this policy, or to help **you** with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **your** information with companies and people who provide a service to it, or to **you** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

AmTrust might send **your** information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that **your** information is stored safely and processed in line with the law and this notice.

You can ask AmTrust to:

- provide **you** with the information it has about **you.**
- restrict or stop processing **your** information on certain occasions.
- correct any mistakes and update **your** information.
- delete **your** information (although there are some things it cannot delete).
- give **your** information to someone else involved in **your** policy.
- not use **your** information for marketing.

If **you** think AmTrust has done something wrong with **your** information, **you** should speak to the local data protection authority.

AmTrust will:

- not keep **your** information longer than it needs to. This is usually up to 10 years after **your** policy ends.
- only keep **your** information longer than 10 years if there is a business or regulatory reason for doing so.

If **you** have questions about how AmTrust uses **your** information, contact its Data Protection Officer. The contact details are on the website - www.amtrustinternational.com/dpn

Section C

Use of Your Information by Irwell Insurance Company Limited

Irwell Insurance Company Limited is committed to protecting **your** privacy in accordance with the current Data Protection Legislation as per the terms set out in the General Data Protection Regulations 2016 (GDPR) and the Data Protection Act 2018 (DPA). This fair processing notice sets out the details of the information that **we** may collect from **you**, as well as the ways in which **we** may process data relating to **you** and **your** company. This notice should be read in conjunction with **our** products terms and conditions. The specific company also acting as a data controller of **your** personal information will be listed in the policy documentation we provide to **you**.

Irwell Insurance Company Limited may process Personal Data in order to arrange **your** insurance cover (including renewals and claims), to comply with a legal requirement, to administer accounts, for research and statistical purposes, to provide customer service, to perform credit checks, to engage in fraud prevention and market **our** products and services and any other related purposes which may include underwriting decisions made via automated means. If **you** have any concerns about the way in which **your** data is being handled by **us** please get in touch:

The Data Protection Officer
Irwell Insurance Company Limited
2 Cheetham Hill Road
Manchester
M4 4FB

Telephone: 0344 892 0118
Email: data.protection@irwell.co.uk

What personal information do we collect and use?

For the provision of **our** products in some circumstances, **we** may need to obtain and process more sensitive personal information about **you** and **your** company, such as information relating to health, criminal convictions, or civil offence data. **we** may also process other sensitive personal information including details of **your** race; ethnicity; religious or philosophical beliefs; political opinions; trade union membership; genetic or biometric data; or data concerning **your** sex life or sexual orientation if relevant to **your** policy or claim.

This information once gathered may form part the underwriting of the policy or form part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Any such data will only be used for the specific purposes set out in **our** notice.

How long will we keep your data for?

Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases, the retention period will be for a period of ten years following the expiry of the insurance contract, the closure of **your** claim, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

Will your data leave the United Kingdom?

We may store, process or transfer information **we** collect about **you** to destinations outside of the United Kingdom ("UK"). Where this happens, **we** ensure that **your** information is treated securely using appropriate safeguards. For example, **we** would protect any transfer of data to another party with standard contractual clauses (SCCs) built in as part of the contractual obligations in accordance with GDPR legislation.

Complaints

<u>Making a complaint</u>

If **you** feel that **we** have not given **you** a high level of service, please tell **us** so **we** can try to put things right.

Complaints about your policy or how it was sold to you

If **you** have a query or complaint about:

- the process of buying the **policy**, or
- how the **policy** is administered,

you should speak to the broker who sold the **policy** to **you**.

Complaints about a claim – Sections A and B

If **you** want to make a complaint about a claim, please contact **us**:

Complaints Department
AmTrust Specialty Limited
New Castle House
Castle Boulevard
Nottingham
NG7 1FT

asl.complaints@amtrustgroup.com

☎ 0115 934 9852 (lines are open 9am to 5pm, calls are charged at standard rate)

We will contact **you** within five days of receiving **your** complaint to tell **you** what action **we** are taking. **We** will try to resolve the complaint within four weeks. If it will take longer than four weeks, **we** will explain the current position and tell **you** when to expect a response.

Complaints about a claim – Section C

If **you** want to make a complaint about a claim relating to **Section** C, please contact:

The Complaints Officer
Irwell Insurance Company Limited
2 Cheetham Hill Road
Manchester
M4 4FB

complaints@irwell.co.uk

☎ 0344 892 0164

We will contact **you** within 3 days of receiving **your** complaint to inform **you** of what action **we** are taking. **We** will try to resolve **your** complaint within 4 weeks. If it will take **us** longer, **we** will explain why and let **you** know when **you** can expect **our** final response.

Taking your complaint to the Financial Ombudsman Service (FOS)

If **you:**

- are not happy with the final response to **your** complaint, or
- have not received a response within eight weeks of the date **you** made the complaint,

you may be able to take the complaint to the FOS, but **you** must do this within six months. **You** can find more information at:

www.financial-ombudsman.org.uk

The FOS is there to help resolve complaints when **you** are not happy with the response **you** have received. The service it offers is free and independent. Its contact details are:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

☎ 0800 023 4567 (calls to this number are free on mobile phones and landlines) or

☎ 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers.)

complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect **your** legal rights.

The Financial Services Compensation Scheme (FSCS)

AmTrust Specialty Limited is covered by the FSCS. **You** may be able to get compensation from the FSCS if AmTrust goes out of business and can't meet its commitments under this contract. This might, for example, be a claim that it cannot pay, or a refund it owes **you**. **You** can get more details from:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Tel: 0800 678 1100 (calls are free) or 020 7741 4100
Website: www.fscs.org.uk