



FARADAY

# **Property and Land Owner's Liability Insurance Policy**



## INTRODUCTION

This Introduction, the Customer Service Information, the Definitions, Conditions, Exclusions, Extensions, the **Schedule** and any Endorsements all form part of this Policy.

In return for the payment of premium stated in the **Schedule**, **We** agree to insure **You** in respect of a valid claim under this Policy and as stated in the **Schedule**.

This Policy should be kept in a safe place. **You** may need to refer to it if **You** have to make a claim.

Wherever words appear in **Bold** in this Policy they will have the meaning shown in the Definitions on page 5 or as otherwise stated in the **Schedule**.

## IMPORTANT REMINDER

It is important that:

- **You** check that the information **You** have given **Us** is accurate and up to date – See the Customer Service Information section for more details
- **You** must read and understand the Policy
- **You** comply with **Your** duties under the Policy as a whole
- **You** check that the cover **You** have requested is included in the **Schedule**
- If **You** are uncertain regarding **Your** responsibilities and how they relate to this Policy, **You** should contact **Your** insurance broker in the first instance. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau or seek independent legal advice from a solicitor.

Signed for and on behalf of Faraday Underwriting Limited  
For and on behalf of Syndicate 435 at Lloyd's



Chris Thorne  
Chief Underwriting Officer

## CUSTOMER SERVICE INFORMATION

IMPORTANT INFORMATION ABOUT HOW WE WILL DEAL WITH CLAIMS UNDER THIS POLICY AND THE INFORMATION YOU HAVE GIVEN US. PLEASE READ THIS CAREFULLY.

### Information You have given us

In deciding to accept this Policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** Policy as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided us with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

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

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

- **We** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented;
- if **We** would have written the risk on different terms had it been fairly presented, **We** may amend the Policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;
- **We** may cancel **Your** Policy in accordance with its cancellation provisions.

**We** will write to **You** if **We**:

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

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

### About us

**Your** Policy is underwritten by Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's. Faraday Underwriting Limited is a limited company registered in England under company number 01682486. The registered office of Faraday Underwriting Limited is:

Faraday Underwriting Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE

Faraday Underwriting Limited is authorised by the Prudential Regulation Authority

**Who has arranged Your cover**

and regulated by the Financial Conduct Authority and Prudential Regulation Authority and may be found on the Financial Services Register at <https://register.fca.org.uk/>

**Your** Policy has been arranged through Choice Insurance Agency Ltd, who is a limited company registered in England under company number 4420555. The registered office of Choice Insurance Agency Ltd is:

Suite 3, 4a Southchurch Road  
Southend-on-Sea, Essex, SS1 2NE

Choice Insurance Agency Ltd is authorised and regulated by the Financial Conduct Authority and their details may be found on the Financial Services Register at <https://register.fca.org.uk/>

Choice Insurance Agency Ltd acts as agent for **Us** for all matters relating to the performance of B1262BW0184021 which grants Choice Insurance Agency Ltd authority to underwrite insurance on **Our** behalf.

**Enquiries**

If **You** have a general enquiry regarding **Your** Policy please contact Choice Insurance Agency Ltd. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**.

**How to make a claim**

If **You** need to report a claim or an incident that may result in a claim please contact Choice Insurance Agency Ltd. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**. There are a number of important conditions in relation to any claim **You** make, please see pages 8-10 for more details.

**Things You must do**

There are conditions contained in this Policy that are conditions precedent to **Our** liability, please refer to the Conditions section of the Policy. If **You** breach any of these conditions precedent **We** may deny **Your** claim, or reduce the amount **We** pay **You**, or **We** may treat this Policy as though it never existed.

**Queries and Complaints**

**Our** aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service. If **You** have any about **Your** Policy or the handling of a claim **You** should, in the first instance, contact **Your** insurance broker, whose contact details are shown in the **Schedule**.

In the event that **You** wish to make a complaint, **You** can do so at any time by referring the matter either to **Us** at:

Post: Complaints Manager, Faraday Underwriting Limited, Corn Exchange,  
55 Mark Lane, London EC3R 7NE  
Email: [faraday.complaints@faraday.com](mailto:faraday.complaints@faraday.com)

Or the Complaints Team at Lloyd's:

Post: Complaints, Lloyd's, One Lime Street, London EC3M 7HA  
Telephone: 0207 327 5693  
Fax: 0207 327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: 0800 023 4 567 (*calls to this number are free from "fixed lines" in the UK*) or 0300 1239123 (*calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK*)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information at [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk). Making a complaint does not affect **Your** right to take legal action.

#### Cancellation

**You** can cancel this Policy at any time by contacting **Us** via your insurance broker whose contact details are shown in the **Schedule**. Full cancellation conditions are included in the Conditions on pages 8-12.

#### Financial Services Compensation Scheme

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

#### Data Protection

##### The basics

**We** collect and use relevant information about **You** to provide **You** with insurance cover and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

**Your** information may be shared with, and used by, a number of third parties in the insurance sector including brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

##### Other people's details you provide to us

Where **You** provide **Us** or Your broker with details about other people, for example employees, **You** must provide this notice to them.

##### Your rights

**You** have rights in relation to the information **We** hold about **You**, including the right to access **Your** information held by **Us**. If **You** wish to exercise **Your** rights, discuss how **We** use your information, please use the contact details provided on our full Privacy notice available at the website link below.

##### Want more details?

For more information about how **We** use your personal information and **Your** rights please see our full privacy notice, which is available online at the following location:

<http://www.faraday.com/privacy?c=n>

If **You** are unable to obtain the notice via our website, please ask **Your** broker to contact **Us** and **We** will provide the notice to **You** in a different format.

#### Headings

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

**DEFINITIONS**

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy, the **Schedule**, Endorsements and Extensions.

<b>Business</b>	means the ownership of the <b>Premises</b> stated in the <b>Schedule</b> and no other <b>Business</b> for the purposes of this Policy.
<b>Computer System</b>	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, owned or operated by the Insured or any other party.
<b>Cyber Act</b>	means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any <b>Computer System</b> .
<b>Cyber Incident</b>	means: <ol style="list-style-type: none"> <li>1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any <b>Computer System</b>; or</li> <li>2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any <b>Computer System</b>.</li> </ol>
<b>Cyber Loss</b>	means any loss, damage, liability, claim, cost, expense of whatsoever nature direction or indirectly caused by or contributed to by, resulting from, arising out of or in connection with any <b>Cyber Act</b> or <b>Cyber Incident</b> including but not limited to any action taken in controlling, preventing, suppressing or remediating any <b>Cyber Act</b> or <b>Cyber Incident</b> .
<b>Data</b>	means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a <b>Computer System</b> .
<b>Employee</b>	means: <ul style="list-style-type: none"> <li>• any person under a contract of service or apprenticeship with <b>You</b>;</li> <li>• any labour master or labour only sub-contractor or person supplied by any of them;</li> <li>• any self-employed person;</li> <li>• any person under a contract of service or apprenticeship with another employer and who is hired to, or borrowed by, <b>You</b>;</li> <li>• any person participating in any government or otherwise authorised work experience, training, study exchange or similar scheme;</li> <li>• any volunteers.</li> </ul>
<b>Excess</b>	means the amount specified in the <b>Schedule</b> for which <b>You</b> will be responsible in respect of each and every claim in respect of loss of, or damage to, <b>Property</b> .
<b>FCA</b>	means the Financial Conduct Authority or any successor body or bodies to it.
<b>Goods</b>	means any goods or products (including containers, labelling instructions, or advice provided) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced, or installed by <b>You</b> in the course of the <b>Business</b> .
<b>Injury</b>	means bodily injury, death, illness, disease, or shock causing bodily injury.
<b>Lloyd's</b>	means Lloyd's of London or any successor body or bodies to it.
<b>Policy Period</b>	means the policy period stated in the <b>Schedule</b> .

<b>PRA</b>	means the Prudential Regulation Authority or any successor body or bodies to it.
<b>Premises</b>	means the premises stated in the <b>Schedule</b> .
<b>Property</b>	means material property.
<b>Schedule</b>	means the Schedule attached to this Policy.
<b>Terrorism</b>	<p>means any act(s), of any person(s) or organisation(s) involving:</p> <ul style="list-style-type: none"> <li>• the causing, occasioning or threatening of harm of whatever nature and by whatever means;</li> <li>• putting the public or any section of the public in fear;</li> </ul> <p>in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.</p>
<b>We, Us, Our</b>	means Faraday Underwriting Limited, for and on behalf of Syndicate 435 at Lloyd's.
<b>You, Your, Yours</b>	<p>means the person or persons or corporate body named in the <b>Schedule</b> and includes:</p> <ul style="list-style-type: none"> <li>• any subsidiary company which is named in the <b>Schedule</b> operating in or from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;</li> <li>• in the event of <b>Your</b> death, <b>Your</b> personal representatives in respect of liability incurred by <b>You</b>, provided that such person shall, as though they were <b>You</b>, observe, fulfil and be subject to all parts of this Policy including the <b>Schedule</b> and any endorsements and extensions as far as they can apply.</li> </ul>

## LEGISLATION

In this Policy **We** make reference to various laws and statutes. There follows a brief description of each. This is intended for information purposes only and is not part of **Your** Policy terms.

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

<b>Contracts (Rights of Third Parties) Act 1999</b>	Makes provision for the enforcement of contractual terms by third parties.
<b>Corporate Manslaughter and Corporate Homicide Act 2007</b>	States that companies and organisations can be found guilty of corporate manslaughter or homicide if serious management failures cause a person's death and amount to a breach of a duty of care.
<b>Health and Safety at Work etc Act 1974</b>	Places duties on all employers to ensure, so far as reasonably practicable, the health, safety and welfare at work of all employees.
<b>Health and Safety at Work (Northern Ireland) Order 1978</b>	Places duties on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees.

## THE INSURANCE

The following terms apply to this Policy in addition to the Conditions, Definitions and Exclusions.

### SCOPE OF COVER

(1) All sums which **You** shall become legally liable to pay as damages including claimants' costs and expenses in respect of:

- (a) Accidental **Injury** to any person;
- (b) Accidental physical loss of, or physical damage to, **Property**;
- (c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement;
- (d) Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution,

in connection with the **Business** and during the **Policy Period** stated in the **Schedule**.

(2) All costs and expenses incurred by **You** (except as described in 3 below) with **Our** written consent in respect of any claim against **You** which may be covered by this Policy.

(3) The payment of legal and other defence fees incurred with **Our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which **Employee** or principal, including directors, partners, or senior officials, of **Yours** has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or damage to **Property** which may be covered by this Policy.

### LIMITS OF LIABILITY

The most **We** will pay under this Policy (including any extensions) for damages in respect of any one claim against **You** or series of claims against **You** arising out of one occurrence shall not exceed in the aggregate the **Limits of Liability** stated in the **Schedule**.

Any costs and expenses incurred by **You** under this Policy will be payable in addition to the **Limits of Liability** stated in the **Schedule**.

## EXTENSIONS

These apply to this Policy unless otherwise stated.

### 1. HEALTH AND SAFETY AT WORK AND CORPORATE MANSLAUGHTER

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

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

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

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

- (a) any related claim against **You** for damages remains unsettled; and

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

The most **We** will cover **You** for in respect of all such legal costs and expenses in respect of each and every prosecution, arising out of one occurrence shall not exceed £1,000,000 regardless of the number of offences alleged against **You**.

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

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

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

## CONDITIONS

These apply to this Policy and all endorsements and extensions unless otherwise stated.

### Claims conditions

- (1).
  - (a) It is a condition precedent that **You** give notice in writing without delay of anything which may give rise to any claim being made against **You** and for which there may be liability under this Policy. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to give this notice are given on page 3.
  - (b) It is a condition precedent that **You** give notice in writing without delay when any claim is actually made against **You** (whether written or oral) and for which there may be liability under this Policy. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full. Details of how to report a claim are given on page 3.
  - (c) It is a condition precedent that **You** advise **Us** in writing without delay if at any time **You** know of any impending prosecution, inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.
- (2). It is a condition precedent that **You** shall without delay provide **Us** with such particulars and information as **We** may require in relation to any occurrence or claim notified to **Us**, and shall forward to **Us**, without delay on receipt, every letter, claim form, writ, summons, process, or any other legal papers. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

<b>Claims Control</b>	(3). <b>We</b> shall be entitled to take over and conduct in <b>Your</b> name the defence or settlement of any claim, and may prosecute at <b>Our</b> own expense and for <b>Our</b> benefit any claim for insurance or damages against any other persons, and <b>You</b> shall give all information and assistance required. If <b>You</b> do not do so <b>We</b> may reject or be unable to deal with <b>Your</b> claim or be unable to pay <b>Your</b> claim in full. No admission of liability or offer, promise or payment shall be made without <b>Our</b> written consent.
<b>Maximum sums payable</b>	(4). <b>We</b> may at any time at <b>Our</b> sole discretion pay to <b>You</b> the maximum sum payable under this Policy or any lesser sums for which any claim or claims can be settled. If <b>We</b> do this, <b>We</b> shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as <b>Our</b> payment to <b>You</b> bears to the total payment made by <b>You</b> or on <b>Your</b> behalf in settlement of the claim or claims.
<b>Care and prevention</b>	(5). It is a condition precedent that <b>You</b> shall take all care to prevent accidents and to maintain and keep in proper repair <b>Your Premises</b> plant and everything used in the <b>Business</b> . <b>You</b> shall make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances may require. If <b>You</b> do not do so <b>We</b> may reject or be unable to deal with <b>Your</b> claim or be unable to pay <b>Your</b> claim in full.
<b>Previous owner records</b>	(6). <b>You</b> must use best endeavours to locate, record and maintain records of previous owners and occupiers of the <b>Premises</b> and its uses and will provide such documentation to <b>Us</b> upon request.
<b>Security of unoccupied premises</b>	(7). It is a condition precedent that <b>You</b> must ensure that in respect of any unoccupied <b>Premises</b> : <ul style="list-style-type: none"> <li>(a) gas, water and electricity services (except electricity supply to maintain any fire or intruder alarm systems) and any fuel supplies are kept shut off at the switch or stopcock where they enter the <b>Premises</b> (or, in the case of individual flats or portions of a building, where they enter the flat or unoccupied part of the <b>Premises</b>);</li> <li>(b) all water and heating systems are completely drained;</li> <li>(c) the <b>Premises</b> are kept secured by: <ul style="list-style-type: none"> <li>(i) the use of mortice deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters, except in respect of unoccupied flats where alternative door locks conforming to BS3621 may be used to secure individual residences;</li> <li>(ii) the use of window locks – where locks are not fitted windows must be screwed shut;</li> <li>(iii) repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry;</li> <li>(iv) sealing all letterboxes or fitting a stout steel cage internally;</li> </ul> </li> <li>(d) the <b>Premises</b> and external areas immediately surrounding the <b>Premises</b> are kept free of all unfixed combustible materials, including removal of junk mail and newspapers;</li> <li>(e) any additional requirements put forward by <b>Us</b> are completed within the timescale specified;</li> </ul>

- (f) the **Premises** are inspected internally and externally by **You** or **Your** representative at least weekly to check that the above requirements are in place.

In the event of a breach of requirements (a) to (f), **You** must arrange to carry out the necessary work to satisfy the requirements without delay and notify **Us**.

Failure to comply with any of these requirements, **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

#### Cancellation by Us

- (8). **We** can cancel this insurance by giving **You** fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):
- (a) non-payment of premium;
  - (b) a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
  - (c) non-cooperation or failure to supply any information or documentation **We** request; or
  - (d) threatening or abusive behaviour or the use of threatening or abusive language.

If this Policy is cancelled **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and a deduction for any commission paid to **Your** insurance broker. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium, in addition to the deduction for any commission paid to **Your** insurance broker. If **You** have made a claim, or one has been made against **You** or an incident has occurred which may result in a claim, **You** must pay the full annual premium and **You** will not be entitled to any refund.

#### Cancellation by You

- (9.) **You** can cancel this policy which can take effect immediately or from a later date, although it cannot be backdated to an earlier date. **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and a deduction for any commission paid to **Your** insurance broker. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium, in addition to the deduction for any commission paid to **Your** insurance broker.

If **You** have made a claim, or one has been made against **You** or an incident has occurred which may result in a claim, **You** must pay the full annual premium and **You** will not be entitled to any refund.

#### Other insurance

- (10). If at the time of any claim there is, or but for the existence of this Policy would be, any other insurance in favour of or purchased by **You** or on **Your** behalf, applicable to such claim, **We** shall not be liable under this Policy to pay **You** in respect of such claim except beyond the amount which would be payable under such other insurance had this Policy not been purchased.

#### Risk Improvement Requirements

- (11.) It is a condition precedent that **You** shall comply and continue to comply with all risk improvement requirements that have been notified to **You** and agreed to by or on **Your** behalf. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

<b>Changes in circumstances</b>	(12.) <b>You</b> shall, without delay, give notice in writing of any change in the information <b>You</b> provided <b>Us</b> with. If <b>You</b> do not do so <b>We</b> may reject or be unable to deal with <b>Your</b> claim or be unable to pay <b>Your</b> claim in full.
<b>Governing Law</b>	(13.) The laws of England and Wales will apply to this Policy and any attached endorsements unless <b>We</b> agree otherwise with <b>You</b> in writing before issuing the Policy. Any disputes arising under this Policy shall be subject to the exclusive jurisdiction of the English Courts.
<b>Contract (Rights of Third Parties) Act 1999</b>	(14.) A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 (as may be amended or replaced from time to time) to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
<b>Several Liability</b>	(15.) <b>Our</b> obligations under this Policy are several and not joint and are limited solely to the extent of <b>Our</b> individual subscription. <b>We</b> are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.
<b>Premium Adjustment</b>	(16.) <b>You</b> may be required to pay additional premium. If this Policy is written on an adjustable basis please refer to the Premium paragraph of <b>Your Schedule</b> for further details.

## EXCLUSIONS

The following exclusions apply to this Policy and all endorsements and extensions unless otherwise stated. **We** will not cover **You** in respect of:

<b>Excess</b>	(1.) the amount of the <b>Excess</b> .
<b>United States and Canada</b>	(2.) any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement award or settlement either in whole or part) unless <b>You</b> have requested that there shall be no such limitation and have accepted the terms offered by <b>Us</b> in granting such cover, which offer and acceptance must be subject to specific endorsement to this Policy.
<b>Radioactive and nuclear</b>	(3.) any liability caused by, or contributed to, by, or arising from: <ul style="list-style-type: none"> <li>• ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</li> <li>• the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.</li> </ul>
<b>Punitive damages</b>	(4.) any liability for punitive, multiplied or exemplary damages, fines or penalties.
<b>Terrorism</b>	(5.) any liability as a result of <b>Terrorism</b> .
<b>War</b>	(6.) loss of, or damage, or legal liability occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to <b>Property</b> by or under the order of any government, or public, or local authority.
<b>Pollution</b>	(7.) any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by

	<p>a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the <b>Policy Period</b> stated in the <b>Schedule</b>.</p>
<b>Removal of hazardous materials</b>	(8). <b>Injury</b> , loss, damage, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health.
<b>Fungus and Mould</b>	(9). <b>Injury</b> , loss, damage, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or allergens.
<b>Asbestos</b>	(10). <b>Injury</b> , loss, damage, cost or expense of any kind caused by, or contributed to, by, or arising from, the manufacture, production, storage or handling of asbestos or materials containing asbestos.
	<p>This Exclusion shall not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify <b>You</b> for all liability arising out of such work.</p>
<b>Contractual liability</b>	(11). any liability which is assumed by <b>You</b> by agreement, unless such liability would have attached in the absence of such agreement.
<b>Building work and renovations</b>	(12). any liability resulting from, or a consequence of, building operations, renovations or refurbishments other than general maintenance of the <b>Premises</b> .
<b>Defects</b>	(13). any liability for loss or damage to the <b>Premises</b> or the cost of remedying any defect or alleged defect in the <b>Premises</b> .
<b>Ownership, custody &amp; control</b>	(14). loss of damage to <b>Property</b> belonging to <b>You</b> or under <b>Your</b> custody and control.
<b>Goods</b>	(15). any liability arising out of <b>Goods</b> .
<b>Employment</b>	(16). <b>Injury</b> sustained by an <b>Employee</b> which arises out of and in the course of their employment or engagement by <b>You</b> .
<b>Straying Animals</b>	(17). any <b>Injury</b> or damage to <b>Property</b> caused by the straying of animals.
<b>Legal Restrictions</b>	(18). any cover, claim or benefit under this Policy where doing so would breach any sanction, prohibition or other restrictions imposed by any law or regulation.
<b>Communicable Disease Exclusion</b>	(19). any liability for injury, loss or damage or any associated costs or expenses, or any fines or penalties or any other amount directly or indirectly caused by or arising from: 1) Coronavirus (COVID-19) (the disease caused by SARS-CoV-2); 2) Other disease caused by any mutation or variant of SARS-CoV-2; 3) Any novel infectious disease caused by a newly identified agent; or, 4) A threat, fear or likelihood of infection from any of the above or measures taken to prevent the spread of any of the above. This includes claims involving quarantine, whether self-imposed, recommended by a medical professional or imposed by government or public authority.
<b>Cyber Liability</b>	(20). any loss, damage, liability, claim, fine, penalties, cost or expense of whatsoever nature directly or indirectly caused by contributed to by, resulting from, arising out of or in connection with any:

- 1) **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
- 2) Loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**; where such loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, or theft of any **Data** is directly or indirectly caused by contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or **Cyber Incident**

regardless of any other cause or event contributing concurrently or in any other sequence thereto. However this exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

- a) any ensuing **Injury**; or
- b) any ensuing physical damage to **Property**;

resulting from or arising out of a **Cyber Incident** or a **Cyber Act**. Nothing contained in the foregoing shall provide coverage for any action taken in controlling preventing suppressing or remediating a **Cyber Incident** or a **Cyber Act**.