



FARADAY

Commercial Property Owners Insurance Policy



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INTRODUCTION

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

In return for the payment of premium stated in the **Schedule**, **We** will cover **You** in respect of a valid claim under this Policy as more fully defined in Sections 1 – 5(as applicable), and as stated in the **Schedule**, subject to this introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

This Policy should be kept in a safe place. **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability Policy for at least 40 years

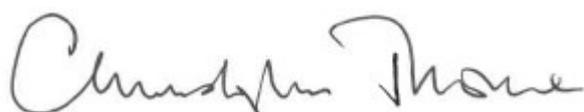
Wherever words appear in **Bold** in this Policy they will have the meaning shown in the General Definitions on pages 7-10, the Definitions Applicable to Sections 3-5 Only on page 11, or as otherwise stated in any particular section or the **Schedule**.

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 each section and under the Policy as a whole
- **You** check that the sections **You** have requested are 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) 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



Christopher 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** will 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**:

- a) intend to treat **Your** Policy as if it never existed; or
- b) amend the terms of **Your** Policy; or
- c) 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 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/>

Coverholder who has arranged Your cover

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 13- 18 for more details.

Things You must do

There are conditions contained in this Policy that are conditions precedent to **Our** liability, please refer to General Conditions 1-21 on pages 13-18 of this Policy. If **You** breach any of these conditions precedent **Our** liability may be suspended, **We** may deny **Your** claim, or reduce the amount **We** pay **You**.

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 queries 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

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
Website: 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

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 on the Financial Ombudsman Service at www.financialombudsman.org.uk. Making a complaint does not affect **Your** right to take legal action.

If **You** have bought **Your** insurance online, **You** can also register **Your** complaint with the Online Dispute Resolution website, which has been set up by the European Commission:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

Cancellation

You can cancel this Policy at any time by writing to **[coverholder name]** using the contact details on page above. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**. Full cancellation conditions are included in the General Conditions on pages 13-18.

We may cancel **Your** Policy in accordance with its cancellation provisions.

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

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 the 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 the website links above, 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 will not affect the meaning or interpretation of this Policy.

GENERAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the **Schedule** and Endorsements and Extensions. These do not apply to Section 6: Legal Expenses.

Buildings	all buildings including outbuildings, landlords fixtures and fittings, extensions and annexes, adjoining or communicating boundary walls, gates, fences, hedges terraces, drives and footpaths.
Building Works	any works that include removal or alteration of load bearing walls, construction of new Buildings and extensions, underpinning, demolition, re-roofing and installation of cavity wall insulation.
Business	means the ownership of the Premises stated in the Schedule and no other for the purposes of this policy.
Business Clean Up	means the removal, neutralisation, abatement, or inactivation of any liquids, solids, gases, substances, organisms, thermal irritants, smells, noises, vibrations, light, electricity, radiations, changes in temperature, or any other sensory phenomena.
Claim(s) (when used in Section 5 only)	<p>means receipt by You or by Us on Your behalf of any;</p> <ul style="list-style-type: none">• demand, including the service of suit or institution of arbitration proceedings, for money or services; or• notice, written or oral, of intention to make a claim against You; or• allegations from third parties of Environmental Impairment which might give rise to such a claim; or awareness of any Environmental Impairment from which You believe claims are reasonably likely,<p>during the Policy Period as defined in the Schedule.</p>
Consequential Loss	loss resulting from interruption of or interference with the Business carried on by You at the Premises as a consequence of loss or Damage to Property used by You for the purpose of the Business .
Computer and Electronic Equipment	all computers, computer installations and systems microchips, integrated circuits, microprocessors, embedded systems hardware and any electronic equipment Data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing Data and or similar devices whether physically or remotely connected thereto.
Data	<p>all information which is;</p> <p>(a) electronically stored; or</p> <p>(b) electronically represented; or</p> <p>(c) contained on any current and back-up Data Storage Materials or other devices used for the storage of data including but not limited to operating systems records programs software or firmware code or series of instructions.</p>
Data Storage Materials	any materials or devices used for the storage or representation of Data including but not limited to disks tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment .
Damage or Damaged	accidental direct physical loss or destruction of or damage to the Property .

Declared Value	You assessment of the cost of reinstatement of the Property insured at a level of costs applying at the time that such values are required by Us as the basis for the calculation of the Policy premium (ignoring inflationary factors that may subsequently operate) together with insofar as the insurance by the item provides due allowance for debris removal costs professional fees and additional cost if reinstatement to comply with European Community and Public Authority requirements.
Employee	means; <ul style="list-style-type: none"> a) any person under a contract of service or apprenticeship with You; b) any labour master or labour only sub-contractor or person supplied by any of them; c) any self-employed person; d) any person under a contract of service or apprenticeship with another employer and who is hired to, or borrowed by, You; e) any person participating in any government or otherwise authorised work experience, training, study exchange or similar scheme; f) any volunteers; whilst working for You in the course of the Business .
Environmental Impairment	means any and all emissions, discharges, dispersals, disposals, seepages, releases, or escapes of any liquids, solids, gases, substances, organisms, or thermal irritants into or upon land, the atmosphere, or any watercourse or body of water, or generations of smells, noises, vibrations, light, electricity, radiations, changes in temperature, or any other sensory phenomena.
Environmental Impairment Liability	means any; <ul style="list-style-type: none"> • legal obligation for Environmental Restoration; • legal obligation for Clean Up; • damages on account of Injury; • damages on account for physical loss of or physical damage to Property, including loss of use of Property whether or not physically lost or physically damaged. for any interference with, or diminution of, any environmental right or amenity protected by law, arising out of any Environmental Impairment .
Environmental Restoration	means returning natural resources to, or towards, their original 'baseline' condition and includes primary remediation, complementary remediation and compensatory remediation within the meaning of the EU Environmental Liability Directive.
Excess	the amount specified in the Schedule for which You will be responsible in respect of each and every claim in respect of loss of or Damage to, Property .
Failure	any partial or complete reduction in the; <ul style="list-style-type: none"> (a) performance; (b) availability; (c) functionality; (d) the ability to recognise or process any date or time of any; <ul style="list-style-type: none"> • website • electronic means of communication • Computer and Electronic Equipment

Goods	any goods or products (including containers, labelling instructions, or advice provided) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced, or installed by You in the course of the Business .
Heave	upward movement of the ground beneath the Building as a result of the soil expanding.
Indemnity Period	the period specified in the Schedule during which the Business results are affected due to the Damage .
Injury	means bodily injury, death, illness, disease, or shock causing bodily injury.
Insured Person	You or any of Your directors or officers or Employees .
Landlords Contents	furniture, finishing's, stock in trade, potted plants trees and shrubs, statues, garden furniture, contents of fuel tanks, video audio building management systems and security equipment and other similar Property belonging to You but excluding; (a) curiosities, works of art, antiques, sculptures or rare books; (b) Property more specifically insured elsewhere;
Landslip	downwards movement of sloping ground.
Notifiable human Infectious or Contagious Disease	diseases notifiable under the Health Protection (Notification) Regulations 2010 namely Acute encephalitis, Acute meningitis, Acute poliomyelitis, Acute infectious hepatitis, Anthrax, Botulism, Brucellosis, Cholera, Diphtheria, Enteric fever (typhoid or paratyphoid fever) Food poisoning, Haemolytic uraemic syndrome, (HUS) Infectious bloody diarrhoea, Invasive group A streptococcal disease and scarlet fever, Legionnaires Disease, Leprosy, Malaria, Measles, Meningococcal, septicaemia, Mumps, Plague, Rabies, Rubella, SARS, Smallpox, Tetanus, Tuberculosis, Typhus, Viral haemorrhagic fever (VHF), Whooping cough, Yellow fever. No other disease will be added to the above list without Our prior written consent.
Occurrence (when used in Sections 1 and 2 only)	any one loss or series of losses as a result of or attributable to one source or original cause. In respect of perils 7) Storm and 8) Flood an Occurrence shall be defined as any one period of 72 consecutive hours during the Policy Period .
Offshore	means from the moment in time that an Employee shall embark onto any conveyance at the point of final departure on land to any offshore installation, until the moment in time that an Employee shall disembark from any conveyance onto land upon their return from any offshore installation.
Own Vehicle	any motor vehicle and or trailer and or container which You own or operate.
Personal Effects	personal possessions excluding cash, bank notes, credit cards, bullion, medals, watches, jewellery and furs.
Premises	the premises as stated in the Schedule .
Policy Period	the period stated in the Schedule .
Property	material property.
Rent Receivable	the money paid or payable to You for accommodation provided in the course of the Business at the Premises .

Schedule	the Schedule attached to this Policy.
Settlement	downward movement as a result of the soil being compressed by the weight of the Buildings within ten years of construction.
Standard Construction	means built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
Subsidence	downwards movement of the ground beneath the Buildings other than by Settlement .
Territorial Limits	England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man and any additional geographical areas specified in the Schedule .
Terrorism	any act(s), of any person(s) or organisation(s) involving; <ul style="list-style-type: none"> (a) the causing, occasioning or threatening of harm of whatever nature and by whatever means; (b) putting the public or any section of the public in fear; <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>
Unoccupied	Buildings that are empty, untenanted, vacant, or no longer in active use or not occupied for a period in excess of more than 30 consecutive days at any point during the Policy Period .
Waste Facility	means any Property controlled or uncontrolled, used for the storage, treatment, processing or disposal of wastes, including the parcel of land on, or in which, the facility is located, together with any parcels of land sharing a common border, in common ownership.
We, Us, Our	Faraday Underwriting Limited, for and on behalf of Syndicate 435 at Lloyd's.
You, Your, Yours	the person or persons or corporate body named in the Schedule and includes; <ul style="list-style-type: none"> a) any subsidiary company which is named in the Schedule operating in or from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; b) at Your written request: <ul style="list-style-type: none"> i. any principal including, any director, partner, or senior official, or any Employee of Yours, while acting on Your behalf, of or in the course of their employment or engagement by You, in respect of liability for which You would have been entitled to insurance under this Policy if the claim against any such person had been made against You; ii. any officer, member or Employee of Your canteen, social, sports or welfare organisation, or fire, first aid or ambulance service in their respective capacity as such; iii. any principal, including any director, partner or senior official of Yours, in respect of private work carried out by any Employee of Yours for any such person with Your consent; c) in the event of Your death, Your personal representatives in respect of liability incurred by You, provided that such person will, as though they were You, observe, fulfil and be subject to this Policy including the Introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections, Section Extensions, the Schedule and any Endorsements as far as they can apply.
Virus or Similar Mechanism	any program code programming instruction or any set of instructions with the ability to damage, interfere with or otherwise adversely affect Computer and Electronic Equipment or Data whether involving self-replication or not, including but not limited to, trojan horses, worms and logic bombs.

DEFINITIONS APPLICABLE TO SECTIONS 3-5 ONLY

Computer Systems

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.

Cyber Act

means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

Means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
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 **Computer System**.

Cyber Loss

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

Data

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 **Computer System**.

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.

**Contracts
(Rights of Third
Parties) Act
1999**

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

**Corporate
Manslaughter
and Corporate
Homicide Act
2007**

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

**EU
Environmental
Liability
Directive
2004/35/EC**

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

**Health and
Safety at Work
etc Act 1974**

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

**The Health
Protection
(Notification)
Regulations
2010**

Any notifiable disease that is required by law to be reported to government authorities. Namely Acute encephalitis, Acute meningitis, Acute poliomyelitis, Acute infectious hepatitis, Anthrax, Botulism, Brucellosis, Cholera, Diphtheria, Enteric fever (typhoid or paratyphoid fever) Food poisoning, Haemolytic uraemic syndrome, (HUS) Infectious bloody diarrhoea, Invasive group A streptococcal disease and scarlet fever, Legionnaires Disease, Leprosy, Malaria, Measles, Meningococcal, septicaemia, Mumps, Plague, Rabies, Rubella, SARS, Smallpox, Tetanus, Tuberculosis, Typhus, Viral haemorrhagic fever (VHF), Whooping cough, Yellow fever

**Road Traffic Act
1988**

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

**Road Traffic
Northern Ireland
Order 1981**

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

GENERAL CONDITIONS

These apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated. These do not apply to Section 6: Legal Expenses.

Claims conditions

- (1). It is a condition precedent to **Our** liability that **You**
 - (a) Give immediate notice in writing to **Us** of anything which may give rise to a claim being made under this Policy, or where there is a claim being made against **You**;
 - (b) Will notify the Police immediately of **Damage** under Section 1: Material Damage caused by Peril 5) Riot, civil commotion, strikers, locked out workers, or persons taking part in labour disturbances if covered by this Policy and notify **Us** within 7 (seven) days after the **Damage**;
 - (c) Will notify the Police immediately of **Damage** under Section 1: Material Damage caused by Peril 6) Malicious persons (other than those lawfully on the premises) and/or Peril 13) Theft or attempted theft if covered by this Policy;
 - (d) inform **Us** of all relevant aspects of the situation as soon as possible without delay and in any event within three working days of **You** becoming aware of anything that might give rise to a claim under section 5 Environmental Impairment Liability;
 - (e) 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) above or (f);
 - (f) Carry out and permit to be taken any action which may be reasonably possible to prevent further **Damage** and to minimise or check any interruption or interference with the **Business** or to avoid or reduce the loss;
 - (g) Will without delay of becoming aware of the event, occurrence, or any claim made against **You**, or of the expiry of the **Indemnity Period** or such further time as **We** agree, and at **Your** own expense, deliver to **Us**:
 - i. Full information in writing of the claim;
 - ii. Details of any other insurance relating to the claim if known to **You**;
 - iii. All such particulars and information as **We** may require in relation to any claim notified to **Us**, and will forward to **Us** without delay on receipt, every letter, claim form, writ, summons, process, books, records, documents or any other legal papers.

Claims Control

- (2). **We** will be entitled
 - (a) to take over and conduct in **Your** name the defence or settlement of any claim, and may prosecute at **Our** own expense and for **Our** benefit any claim for insurance or damages against any other persons, and **You** will give all information and assistance required. 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. No admission of liability or offer, promise or payment will be made without **Our** written consent. Details of how to make a claim are given on page 5.
 - (b) to enter take or keep possession of the **Premises** where **Damage** has occurred and a claim has been made without incurring any liability or diminishing any of **Our** rights under

	<p>this Policy.</p> <p>(c) to take possession or require You to deliver to Us any Property that has been Damaged so that We may deal with such Property for all reasonable purposes in any reasonable manner.</p> <p>You may not abandon any Property to Us whether We take possession of the Property or not.</p>
Automatic Reinstatement	(3). We will not reduce the Sum Insured stated in the Schedule by the amount of any claim unless otherwise agreed.
Care and prevention	(4). It is a condition precedent to Our liability that You will take all care to prevent accidents and to maintain and keep in proper repair Your Premises . You will make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances may require. You must also take all care to act in accordance with all statutory obligations and regulations, and to employ only competent Employees .
Maintenance and Safety	(5). It is a condition precedent to Our liability unless we agree otherwise that You must: <ul style="list-style-type: none"> (a) comply with current gas safety regulations and laws and at the commencement and throughout the Policy Period You must be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. All necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer; (b) be in possession at the commencement and throughout the Policy Period of an electrical installation condition report (EICR) that; <ul style="list-style-type: none"> i. covers the whole of the electrical installation(s); ii. is less than three years old and issued by a contractor approved and registered with either the National Inspection Council for Electrical Installation Contractors (NICEIC), Electrical Contractors Association (ECA), National Association of Professional Inspectors and Testers (NAPIT), Electrical Self Assessment (ELECSA); iii. documents that all C1 and C2 deficiencies or defects have been remedied.
Risk Improvement Requirements	(6). It is a condition precedent to Our liability that You will comply and continue to comply with all risk improvement requirements that have been notified to You and agreed to by, or on, Your behalf.
Cancellation by Us	(7). We can cancel this Policy 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): <ul style="list-style-type: none"> (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 towards Us or any of Our appointed agents.

	<p>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.</p>
Cancellation by You	<p>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.</p>
Other insurance	<p>(8). We will not make any payment under this Policy where You would be entitled to be paid under any other insurance if this Policy did not exist, except in respect of any amount in excess of the amount that would have been payable under such other insurance had this Policy not been effected. If such other insurance is provided by Us the amount We will pay under this Policy will be reduced by the amount payable under such other insurance.</p>
Changes in circumstances	<p>(9). You will, without delay, give notice in writing of any change in the information You provided Us with. These include but are not limited to</p> <ul style="list-style-type: none"> (a) any removal of any fire or security protections or building component designed to prevent Damage to the Property; (b) where the risk of Damage is increased; (c) where there is an alteration in the trade or use of the Premises; (d) where the Business is being wound up or carried on by a liquidator or receiver or permanently discontinued.
Governing Law	<p>(10). The laws of England and Wales will apply to this Policy and any attached endorsements unless We agree otherwise with You in writing before issuing the Policy. Any disputes arising under this Policy will be subject to the exclusive jurisdiction of the English Courts.</p>
Contract (Rights of Third Parties) Act 1999	<p>(11). 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.</p>
Several Liability	<p>(12). Our obligations under this Policy are several and not joint and We are limited solely to the extent of Our individual subscription. We are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.</p>
Average	<p>(13). Unless specifically stated otherwise in the Schedule each Sum Insured under sections 1 - 2 will be subject to average</p> <p>Whenever a Sum Insured is subject to average, if at the time of</p>

Damage the Sum Insured stated in the **Schedule** is not enough to replace all of the **Property** covered as new **We** may take off an amount to reflect the difference in these values.

For example if the covered **Property** sum insured is equal to 75% of the sum needed to replace all of the **Property** we may only pay 75% of **Your** claim.

However average will not apply if the cost to replace all of the **Property** as new at the time of **Damage** is no more than 115% of the Sum Insured figure.

**Unoccupied
Premises**

- (14). It is a condition precedent to **Our** liability that whenever the **Premises** are left **Unoccupied** that **You**
- (a) notify **Us** as soon as **You** become aware that the **Buildings** are due to become **Unoccupied** for a period of 30 days or more;
 - (b) have secured the **Premises** against illegal entry;
 - (c) have disconnected all mains services (other than those responsible for maintaining security arrangements) and ensured that all water pipes and tanks are drained down (other than those connected to an operational sprinkler system);
 - (d) have sealed all letterboxes to prevent the insertion of any materials or liquids;
 - (e) continue to keep the **Premises** clear of all moveable combustible material;
 - (f) continue to inspect (or appoint an authorised agent to inspect) the **Premises** at least once a week to ensure that
 - i. all defects in maintenance or security are rectified immediately;
 - ii. any signs of attempted entry or malicious **Damage** are reported to **Us** within 5 working days;
 - iii. records of these inspections are kept and available to **Us** for inspection;
 - (g) give **Us** immediate notice in writing if the **Premises** ceases to become **Unoccupied**;
 - (h) give **Us** immediate notice in writing if the **Premises** ceases to become **Unoccupied**;

Building works

- (15). It is a condition precedent to **Our** liability that **You** inform **Us** prior to the commencement of any **Building Works**, whereby **We** reserve the right to amend the terms and conditions of this Policy.

**Building works
(Application use
of Heat)**

- (16). It is a condition precedent to **Our** liability that where there is use of or application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers during any **Building Works** (which have been specifically agreed by **Us**) the following precautions and procedures must be complied with by **You** and **Your** contractor(s) on each occasion:
- (a) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) is cleared of all loose combustible material; other combustible material should be covered by sand or over-lapping sheets or screens of non-combustible material;
 - (b) at least two adequate and appropriate fire extinguishers, in proper working order, are kept in the immediate area of the work being undertaken and used immediately in the event smoke or smouldering flames are detected,
 - (c) blow lamps and blow torches are filled in the open and are not lit until immediately before use and are extinguished immediately after use;
 - (d) **You** or **Your** contractor appoint someone who will watch for signs of smoke or smouldering or flames and will take immediate steps to extinguish any smouldering or flames discovered either during the works and then for a period of sixty minutes after the works have finished;
 - (e) where the use of asphalt, bitumen, tar, pitch or lead heaters is carried out in the open and appropriate vessel designed for purpose is used and where carried out on a roof the vessel is placed on a non-combustible heat insulating base;
 - (f) **You** must ensure that the contractor(s) using the application of heat on the **Premises** shall have in place appropriate Public Liability insurance with an indemnity limit no less than two million pounds.

**Protection
Maintenance**

- (17). It is a condition precedent to **Our** liability that in respect of any alarm systems installed at the **Premises** which are under **Your** control and have been declared to **Us** or which **We** have required to be installed:
- (a) a maintenance contract is maintained in force throughout the **Policy Period** with the company that installed the alarm system or a company approved by **Us**;
 - (b) **We** are notified without delay and in writing if **You** receive written notification from a police authority that it may be withdrawing response to alarm calls or **You** are required to abate a nuisance under The Control of Noise (Code of Practice on Noise from Audible Intruder Alarms Revocation England Order 2014).

**Fire Appliance
Maintenance**

- (18). It is a condition precedent to **Our** liability that **You** will
- (a) maintain all fire extinguishing appliances under **Your** control at the **Premises** in full working order;
 - (b) notify **Us** without delay of any disconnection or **Failure** of the automatic fire alarm installation which is likely to leave any area without protection for 12 hours or more if this fire alarm

installation is under **Your** control.

**Automatic
Sprinkler
Installation**

- (19). It is a condition precedent to **Our** liability that **You** will
- (a) take all reasonable steps to prevent frost and other **Damage** to the automatic sprinkler installation(s) and so far as **Your** responsibility extends, to maintain the installation(s) including the automatic external alarm signal(s) in efficient condition;
 - (b) do and permit to be done all things practicable whether by removal or otherwise to save and protect the **Property** in the event of any discharge or leakage from said installation(s);
 - (c) give **Us** notice when any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed.

**Premium
Adjustment**

- (20). **You** may be required to pay additional premium. If this Policy is written on an adjustable basis please refer to the Premium paragraph on **Your Schedule** for further details.

**Previous Owner
records**

- (21). **You** must use best endeavours to locate, record and maintain records of previous owners and occupiers of the **Premises** and its uses and will provide such documentation to **Us** upon request.

GENERAL EXCLUSIONS

General Exclusions (1) to (11) apply to all Sections of this Policy and all Endorsements and Extensions unless otherwise stated. These do not apply to Section 6: Legal Expenses. **We** will not cover you in respect of:

Radioactive and nuclear	<p>(1). loss, Damage, Injury, liability costs or expense of any kind caused by, or contributed to, or arising from,</p> <p>(a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;</p> <p>(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component;</p> <p>but as far as concerns Injury to any Employee which arises out of and in the course of their employment or engagement by You this exclusion shall only apply in respect of</p> <p>(c) liability of any principal, including directors, partners or senior officials;</p> <p>(d) liability assumed by You by agreement and which would not have attached in the absence of such agreement.</p>
War (in respect of Sections 1-2 and 4-5 only)	<p>(2). <u>In respect of Sections 1-2 and 4-5 only</u></p> <p>loss, Damage, Injury, costs or expenses of any kind caused by or contributed to by or arising from war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or Damage to Property by or under the order of any government, or public, or local authority.</p>
Sanctions	<p>(3). 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.</p>
Micro Organism	<p>(4). loss Damage, Injury costs or expenses of any kind caused by or contributed by or arising from mould, mildew, fungus, spores or other micro-organisms of any type, nature or description, including but not limited to any substance whose presences poses an actual or potential threat to human health.</p>
Punitive Damages	<p>(5). any liability for punitive, multiplied or exemplary damages, fines or penalties.</p>
Contractual Liability	<p>(6). any liability which is assumed by You by agreement, unless such liability would have attached in the absence of such agreement.</p>
Legal Restrictions	<p>(7). any cover, claim or benefit under this Policy where doing so would breach any sanction, prohibition or other restrictions imposed by law or regulation.</p>
Terrorism (except as provided in Section 4 Extension 3)	<p>(8). loss, Damage, Injury, cost or expense of any kind 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. This exclusion also applies to loss, Damage, injury, liability cost or expense of any 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.</p>

Asbestos

- (9). loss, **Damage, Injury, Physical Bodily Injury** costs 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.

In respect of Sections 1-2

this exclusion will not apply to asbestos physically incorporated in **Buildings** insured, and then only that part of the asbestos which has been **Damaged** during the **Policy Period** by one of the following perils:

- 1) fire; 2) lightning or earthquake; 3) explosion; 4) aircraft and other aerial devices or articles dropped from them; 5) riot or civil commotion, strikers, locked out workers or persons taking part in labour disturbances 6) malicious persons (other than those lawfully on the premises); 7) storm; 8) Flood; 9) escape or water from any tank apparatus, pipe or sprinkler system; 10) impact; and 11) falling trees 12) escape of fuel from any fixed oil heating installation.

This coverage is subject to each of the following specific limitations:

- (a) The **Building** or structure must be insured under this Policy for **Damage** by that peril;
- (b) The peril must be the immediate, sole cause of the **Damage** of the asbestos;
- (c) You must report to **Us** the existence and cost of the **Damage** as soon as practicable after the peril first **Damaged** the asbestos. However, **We** will not cover **You** for any such **Damage** first reported to **Us** more than 12 (twelve) months after the expiration, or termination, of the **Policy Period**;
- (d) Cover under this Policy in respect of asbestos shall not include any sum relating to;
 - i. Wear and tear or any faults in the design, manufacture or installation of the asbestos;
 - ii. asbestos that has not suffered physical **Damage** by the perils mentioned above;
 - iii. Any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design, manufacture, installation, use, retention, treatment management, repair, replacement or removal of any asbestos (whether this has suffered **Damage** or not).

In respect of Sections 3 -5

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

Pollution (In respect of Sections 1-2 and 4-5 only)

(10). In respect of Sections 1-2

loss **Damage, Injury**, costs or expenses of any kind caused by or contributed to by or arising from pollution to

- (a) Any **Property** owned by **You** or for which **You** are responsible; or
- (b) Any land or **Premises** (included land or water within or below the boundaries of such land or **Premises**) that are presently or were at any time previously owned, leased, hired or tenanted by **You**.

And clean-up following pollution which causes **Damage** to

- (c) Any **Property** owned by **You** or for which **You** are responsible;
- (d) Any land or **Premises** (including land or water within or below the boundaries of such land or **Premises**) that are presently or were at any time previously owned, leased, hired or tenanted by **You**.

In respect of Section 4

any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Policy Period** stated in the **Schedule**.

United States of America and Canada

- (11) any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment award or settlement either in whole or part) unless **You** have requested that there shall be no such limitation and have accepted the terms offered by **Us** in granting such cover, which offer and acceptance must be subject to specific endorsement to this Policy.

EXCLUSIONS APPLICABLE TO SECTIONS 1 AND 2 ONLY

General Exclusions (12) to (17) shall only apply to Sections 1-2 of this Policy and all Endorsements and Extensions unless otherwise stated. **We** will not cover you in respect of:

Northern Ireland

- (12). loss, **Damage**, cost or expense of any kind in Northern Ireland caused directly or indirectly by riot, civil commotion and strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

Loss of Data

- (13). loss, **Damage**, costs or expense of any kind caused by, or contributed to, or arising from, destruction, distortion, erasure, corruption, **Failure** or alteration of any **Computer and Electronic Equipment** or **Data** from any cause (including but not limited to **Virus or Similar Mechanism**) or resulting from or caused by or in conjunction with any cause.

Any costs, expenses or liability arising out of or from loss, **Damage**, destruction, distortion, erasure, corruption or alteration of any **Computer and Electronic Equipment** or **Data** (including but not limited to loss of use, reduction in functionality or costs of reproducing electronic Data).

In respect of Sections 1 to 2 only this exclusion will not apply to **Damage** arising out of Peril 1) Fire or 3) Explosion directly caused by loss, **Damage**, destruction, distortion, erasure, corruption or alteration of **Computer and Electronic Equipment** or **Data**.

Invalid Payments

- (14). Any claims in respect of the loss of **Your Property** or of **Property** for which **You** are responsible if the cause of loss is non-payment or invalid payment for the **Property** by the third party after hand-over or release of the **Property** by **You** or on **Your** behalf to such third party or such third party's agent or representative.

Biological or Chemical materials

- (15). loss **Damage**, costs or expenses of any kind caused by or contributed to by or arising from the actual or threatened use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence.

Electronic Date recognition

- (16). loss **Damage**, costs or expenses of any kind caused by or contributed to by or arising from

(a) the calculation, comparison, differentiation, sequencing or processing of **Data** involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer systems, hardware programme or software and/or any microchip, integrated circuit or similar device in **Computer and Electronic equipment** or non-computer equipment, whether it is **Your Property** or not;

(b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software, and/ or any microchip, integrated circuit or similar device in **Computer and Electronic equipment** or non-computer equipment, whether it is **Your Property** or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, **Damage**, cost, claim or expense.

Communicable Disease Exclusion

- (17) any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by or arising from infectious disease or human contagious disease.

EXCLUSIONS APPLICABLE TO SECTIONS 4-5 ONLY

General Exclusions (18) to (24) shall only apply to Sections 4-5 of this Policy and all Endorsements and Extensions unless otherwise stated. **We** will not cover you in respect of:

- | | |
|--|--|
| Employment | (18). Injury sustained by an Employee which arises out of and in the course of their employment or engagement by You . |
| Defective Workmanship | (19). Loss of, or Damage to, or any costs or expenses incurred in replacing, removing, rectifying, recalling or making any refund in respect of Goods . |
| Watercraft, Aircraft and Offshore | (20). Liability arising from Goods used with Your knowledge in connection with aircraft and other aerospace devices (including drones), watercraft, or Offshore structures. |
| Removal of hazardous materials | (21). Injury , loss, Damage , cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health. |
| Communicable Disease Exclusion | (22). 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 any claims involving quarantine, whether self-imposed, recommended by a medical professional or imposed by government or public authority. |
| Cyber Liability | (23). 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 supressing or remediating a **Cyber Incident** or a **Cyber Act**.

SECTION 1: MATERIAL DAMAGE

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

Transfer of Interest

- (1). If at the time of **Damage** to the **Buildings** covered under this Section **You** have entered into a contract to sell **Your** interest in it but
- (a) The contract has not yet completed; and
 - (b) The **Buildings** have not yet been insured by or on behalf of the purchaser; and
 - (c) The purchase is subsequently completed.

We will cover the purchaser to the extent that this Section covers the **Buildings** for a period of up to 12 months but never to exceed the **Policy Period**.

This will not affect either **Your** or **Our** rights and liabilities up to the date of completion of the purchase.

Basis of Reinstatement

- (2). Unless otherwise stated in the **Schedule** in the event of **Damage** the basis upon which **We** will calculate the amount **We** will pay for any claim will be the reinstatement of the **Property** (which includes **Landlords Contents**) lost or **Damaged** subject to the following conditions

- (a) If the **Property** is lost or **Damaged** **We** will pay for its rebuilding or replacement by similar **Property** in a condition as good as, but not better than or more extensive than, its condition when new;

If such **Property** covered is only partially **Damaged**, **We** will pay for the replacement or repair of the **Damaged** portion to a condition as good as, but not better or more extensive than, its condition when new;

However **We** will not pay more than **We** would have done if the **Property** had been completely lost or **Damaged**;

If at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition then **We** will only pay for removal of debris costs.

- (b) All work must be carried out as quickly as possible.
- (c) **We** will not cover **You** under this clause
 - i. If **You** or someone acting on **Your** behalf have insured the **Property** under another Policy which does not have the same basis of reinstatement;
 - ii. If **You** do not comply with any of the terms of this clause.

Subrogation Waiver

- (3). In the event of a claim arising under this Section **We** agree to waive any rights, remedies or relief to which **We** may be entitled by subrogation against
- (a) Any company whose relationship to **You** is either a parent or subsidiary or subsidiary to parent;
 - (b) Any company which is a subsidiary of a parent company of which **You** are a subsidiary as defined in, or within the meaning;
 - (c) of the Companies Act 2014 current at the time of the **Damage**.

What is covered	Limitations and exclusions
<p>SCOPE OF COVER</p> <p>We will pay You, in accordance with the provisions of the Basis of Re-instatement for Damage to the Property and Landlords Contents provided that the Damage:</p> <ul style="list-style-type: none"> a) is caused by one or more of the INSURED PERILS numbered 1 to 13 and listed below for which cover is provided in the Schedule; and b) occurs during the Policy Period. <p>INSURED PERILS</p> <ul style="list-style-type: none"> 1) Fire; 2) Lightning or earthquake; 3) Explosion; 4) Aircraft and other aerial devices or articles dropped from them; 5) Riot, civil commotion, strikers, locked out workers, or persons taking part in labour disturbances; 6) Malicious persons (other than those lawfully on the premises); 7) Storm any one Occurrence; 8) Flood any one Occurrence; 9) Escape of water from any tank, apparatus, pipe or sprinkler system; 10) Impact; 11) Falling trees; 12) Escape of fuel from any fixed oil heating 	<p>We will not cover You under this Section for:</p> <ul style="list-style-type: none"> a) more than the Sum Insured on each item; or b) the total Sum Insured; <p>or</p> <ul style="list-style-type: none"> c) any other maximum amount payable or the limit specified in the Schedule, d) the Excess as shown in the Schedule. <p>We will not cover You under this Section for Damage caused by or consisting of:</p> <ul style="list-style-type: none"> a) an existing or hidden defect in the Property or Landlords Contents; b) gradual deterioration or wear and tear; c) frost or change in the water table; d) faulty design of the Property or Landlords Contents or faulty materials used in its construction; e) faulty workmanship, operating error or omission by You or any of Your Employees; f) the bursting of a boiler or other equipment not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control - We will pay You in respect of any subsequent Damage which results from perils 1) Fire or 3) Explosion not otherwise excluded;

installation;

- g) **Damage** caused by pressure waves from aircraft or other devices;
- h) nipple or joint leakage or **Failure** of welds;
- i) mechanical or electrical breakdown;
- j) **Damage** to gates, fences or moveable **Property** in the open caused by wind, rain, hail, sleet, snow or flood;
- K) **Subsidence, Heave** or **Landslip** unless resulting from 1) Fire, 3) Explosion, 2) Lightning or earthquake or 9) Escape of water from any tank apparatus pipe or sprinkler system;
- l) **Settlement**;
- m) **Damage** from **Building Works** unless agreed by **Us** prior to the commencement of such works;
- n) **Damage** whilst the building is **Unoccupied** unless otherwise agreed by **Us**;
- o) **Damage** to roads, pavements, piers, jetties, bridges, culverts or excavations;
- p) **Damage** to animals, growing or standing crops or trees;
- q) **Damage** to glass (unless specified under Material Damage extensions);
- r) **Consequential Loss** of any kind (unless specified under Loss of Rent Section);
- s) any and all **Damage** pre-existing prior to the inception of this Policy;

13) Theft or attempted theft which involves

a) violent and forcible entry to the **Premises**.

In relation to (INSURED PERIL 13) Theft or attempted theft in addition to the exclusions stated above **We** will not insure **You** for:

- a) theft of moveable **Property** in the open, or in open sided **Buildings** or compounds unless expressly agreed in the **Schedule**;
- b) theft where the **Premises** are **Unoccupied**;
- c) theft caused by any person lawfully on the **Premises**;
- d) More than £1,000 in respect of theft or **Damage** to **Landlords Contents** within garages and outbuildings;

What is covered	Limitations and exclusions
<p>PROFESSIONAL FEES</p> <p>We will pay You in respect of professional fees necessarily payable by You for reinstating or repairing the Property following Damage caused by this Section.</p>	<p>We will not cover You under this Section for:</p> <ul style="list-style-type: none"> a) fees that are payable under another policy; b) fees that are required in preparing a claim.
<p>REMOVAL OF DEBRIS / DISMANTLING, SHORING UP COSTS</p> <p>We will pay You for costs and expenses You are required to pay with Our consent in relation to</p> <ul style="list-style-type: none"> a) removal of debris; b) dismantling or demolishing; c) shoring up or propping; <p>of the parts of the Property which have suffered Damage under this Section.</p>	<p>We will not cover You under this Section for costs and expenses</p> <ul style="list-style-type: none"> a) You are required to pay for removing debris from anywhere other than the site of the Damage and the area immediately next to it; b) more specifically insured elsewhere.
<p>DAMAGE IN RESPECT OF UNDERGROUND PIPES AND CABLES</p> <p>We will pay You for Damage to underground pipes and cables which extend from the building to the public mains.</p> <p>We will pay You up to a maximum of 10% of the sum insured for each section.</p>	<p>We will not cover You under this Section for:</p> <ul style="list-style-type: none"> a) the cost of maintenance; b) Damage caused by corrosion, rust or rot; c) Damage caused by vermin or insects; d) Damage caused by atmospheric or climatic conditions; e) Damage caused by normal shrinkage.
<p>ACCIDENTAL DISCHARGE OF WATER FROM THE METERED WATER SYSTEM</p> <p>We will pay for charges You are required to pay if water is accidentally discharged from the metered water system providing services to the Premises.</p> <p>We will pay You up to a maximum of £2,500 in the Policy Period.</p>	

What is covered	Limitations and exclusions
<p>ADDITIONAL COSTS IN COMPLYING WITH LEGISLATION</p> <p>We will pay You in for additional costs in reinstating the Property (including Damaged portions) necessary to comply with any</p> <p>a) European Union Legislation;</p> <p>b) Act(s) of Parliament;</p> <p>c) Bye-Laws of any Public Authority;</p> <p>Work must begin and be carried out as quickly as possible.</p> <p>Work may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.</p> <p>The maximum We will pay You in respect of this Section is the Sum Insured for Property which has suffered Damage, and 15% to undamaged portions of the Property.</p>	<p>We will not cover You under this Section for costs You are required to pay</p> <p>a) in respect of Damage not covered by this Section;</p> <p>b) where notice was served to You before the Damage occurred;</p> <p>c) where an existing requirement must be completed within a stipulated period;</p> <p>d) in respect of Property or parts of the Property which have not suffered Damage;</p> <p>e) for any charge or assessment arising from capital appreciation following compliance with the legislation.</p>
<p>COSTS IN RESPECT OF CLEARING AND CLEANING OF DRAINS, GUTTERS AND SEWERS</p> <p>We will pay for costs and expenses You are required to pay following Damage covered by this Section, in respect of clearing and cleaning of drains sewers and gutters.</p>	
<p>COSTS FOR CHANGING LOCKS</p> <p>We will pay for costs You are required to pay for in changing locks at the Premises following Damage caused under Peril 13) theft or attempted theft at the Premises or at Your home.</p> <p>We will pay You up to a maximum of £1,000 any one claim.</p>	
<p>COST IN RESPECT OF REPAIR FOLLOWING DAMAGE BY THE EMERGENCY SERVICES</p> <p>We will pay for costs and expenses You are required to pay following Damage caused by the emergency services.</p> <p>We will pay You up to a maximum of £2,500 in the Policy Period.</p>	
<p>COST IN RESPECT OF TRACE AND ACCESS</p> <p>We will pay for costs and expenses reasonably incurred in locating the source of Damage at the Premises caused by peril 9: Escape of Water and peril 12: Escape of Fuel.</p> <p>We will pay You up to a maximum of £5,000 in the Policy Period.</p>	

SECTION 1A: EXTENSIONS TO MATERIAL DAMAGE SECTION

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
<p>1. ACCIDENTAL DAMAGE</p> <p>We will pay You, in accordance with the provisions of the Basis of Re-instatement, against accidental Damage caused by any cause other than INSURED PERILS 1 to 13.</p>	<p>The Excess specified in the Schedule</p> <p>In relation to Extension 1 Accidental Damage and IN ADDITION TO THE LIMITATIONS AND EXCLUSIONS STATED IN SECTION 1 ABOVE We will not cover You for Damage caused by or consisting of</p> <ul style="list-style-type: none"> a) the Buildings moving, settling, shrinking, collapsing or cracking; b) corrosion, rust or rot; c) frost; d) dampness, dryness or extremes of temperature and light; e) Damage where the Property is undergoing any Building Works unless specifically agreed; f) Damage to outbuildings or garages which are not of Standard Construction; g) the cost of general maintenance; h) Damage to any part of any item of Property caused by its own ignition, electrical breakdown or burn out; i) Damage caused from mechanical or electrical faults or breakdown; j) Damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates, fences and fuel tanks; k) Damage caused by chewing, tearing, scratching or fouling by animals, or Damage caused by insects, vermin or infestation; l) Damage caused by dyeing, cleaning, repair or renovation of the item, or whilst it is being worked upon.

What is covered	Limitations and exclusions
<p>2. GLASS</p> <p>We will pay You, in accordance with the provisions of the Basis of Re-instatement for</p> <ul style="list-style-type: none"> a) breakage (including the cost of boarding up) of glass at the Premises; b) Damage at the Premises to window and door frames; c) the cost of removing and reinstating obstructions to replacing glass. 	<p>We will not cover You under this Section for:</p> <ul style="list-style-type: none"> a) more than the Sum Insured on each item; or b) the total Sum Insured; or c) any other maximum amount payable or the limit specified in the Schedule; d) the Excess specified in the Schedule; <p>We will not cover you under this Section for breakage of glass in</p> <ul style="list-style-type: none"> a) light fittings; <p>or breakage of glass where;</p> <ul style="list-style-type: none"> a) the Premises are Unoccupied; b) it is in transit or being fitted; c) it is caused by workmen carrying out alterations or repairs to the Premises; d) Damage is caused by scratching, gradual deterioration, wear and tear, or there has been a change in the colour or the finish; e) the glass is only chipped or scratched.
<p>3. SUBSIDENCE</p> <p>We will pay You, in accordance with the provisions of the Basis of Re-instatement for Damage to the Property insured caused by Subsidence, Heave or Landslip at the site of the Property</p> <p>Where there is Damage to the Building this Section is extended to include;</p> <ul style="list-style-type: none"> a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios; b) walls, gates, hedges or fences. 	<p>The Excess specified in the Schedule</p> <p>We will not pay You where Damage is caused by</p> <ul style="list-style-type: none"> a) collapsing, cracking, shrinking or Settlement; b) coastal or river erosion; c) defective design or inadequate construction of foundations; d) demolition, structural alteration, or repair; e) Settlement or movement of made up ground; f) movement of solid floor slabs (unless there is Damage to the foundations beneath the exterior walls of the Premises at the same time);

What is covered	Limitations and exclusions
	g) Damage whilst the Buildings are undergoing any Building Works .
<p>4. DAY ONE (NON ADJUSTABLE)</p> <p>For each item of the Property covered with a Declared Value as stated in the Schedule We agree to add the following term to the Basis of Reinstatement condition on page 25:</p> <p>“a) if at the time of rebuilding or replacement the Sum Insured figure (calculated by applying the day one uplift percentage to the Declared Value) is within the amount it would take to replace the whole of the Property We will not apply average.”</p>	
<p>5. MALICIOUS DAMAGE BY TENANTS EXTENSION</p> <p>We will pay You for Damage caused maliciously by the tenant.</p> <p>We will pay You a maximum of £10,000 any one Policy Period.</p>	<p>The Excess specified in the Schedule</p> <p>We will not pay You where Damage is caused by or contributed to the tenant having deliberately tampered with the electrical installations and/or the fixed water tanks apparatus or pipe at the Premises.</p>

SECTION 2: LOSS OF RENTAL INCOME

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

- All terms in this Section exclude value added tax to the extent that **You** are accountable to the tax authorities for value added tax
- Any adjustment made for current cost accounting will be ignored

Material Damage Condition Precedent

- (1). It is a condition precedent to **Our** liability to make any payment under this Section that
- Section 1: Material Damage is in force at the time covering **Your** interest in the **Property** at the **Premises** for the **Damage**;
 - there is a valid claim under Section 1: Material Damage;
 - Payment would have been made or liability admitted for such **Damage** but for any **Excess** or the exclusion of losses below a stated amount.

What is covered	Limitations and exclusions
<p>SCOPE OF COVER</p> <p>We will pay You for loss or Damage in respect of the Rent Receivable specified in the Schedule based on the difference between:</p> <ol style="list-style-type: none"> The rent which would have been receivable in respect of the Premises during the Indemnity Period but for the Damage; <p>and</p> <ol style="list-style-type: none"> The amount of rent actually received during the same period less any savings in charges or expenses of the Business payable out of the Rent Receivable which reduce or cease due to the Damage. 	

SECTION 3: EMPLOYERS' LIABILITY

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
<p>SCOPE OF COVER</p> <p>(1) All sums which You shall become legally liable to pay as damages including claimants' costs and expenses in respect of Injury sustained by an Employee of Yours arising out of and in the course of their employment or engagement by You and caused during the Policy Period stated in the Schedule in connection with the Business and occurring within the Geographical Limits given below;</p> <p>(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;</p> <p>(3) The payment of legal and other defence fees incurred with Our written consent, up to a limit of £50,000 arising out of any one occurrence, for Your representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death, and at which Your Employee or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury which may be covered by this Policy.</p> <p>LIMITS OF LIABILITY The most We will pay under this Section in respect of any one claim against You, or series of claims against You arising out of one Occurrence, inclusive of all costs and expenses shall not exceed in the aggregate the Limit of Liability stated in the Schedule.</p> <p>GEOGRAPHICAL LIMITS In this section, Geographical Limits means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. or whilst temporarily outside the countries named above provided that any such Employee is: (a) ordinarily resident in any of the above countries; and (b) engaged in non-manual work.</p>	<p>We shall not cover You under this Section against liability:</p> <p>(a) for Injury sustained by any Employee:</p> <p>(i) in respect of which compulsory insurance is required to be arranged by You under the Road Traffic Act 1998 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation; or</p> <p>(ii) whilst Offshore other than as referred to in Extension 2 of this Section 3.</p> <p>(iii) due to any Cyber Loss regardless of any other cause or event contributing concurrently or in any other sequence, other than as referred in Extension 4 of this Section 3.</p>

What is covered	Limitations and exclusions
<p>RIGHTS OF RECOVERY</p> <p>The cover under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.</p>	

SECTION 3 EXTENSIONS

The following Extensions only apply if this Section is operative and if specified in the **Schedule**, and are in addition to the General Extensions.

What is covered	Limitations and exclusions
<p>1. UNSATISFIED COURT JUDGMENTS</p> <p>(a) Where a judgment for damages has been obtained by any Employee or their legal personal representatives:</p> <p>(i) in respect of Injury sustained by the Employee arising out of and in the course of their employment by You;</p> <p>(ii) against any company or individual operating from, or resident within, the Geographical Limits in any court situated in the Geographical Limits, and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment, at Your request.</p> <p>We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.</p> <p>(b) If any payment is made by Us the Employee or their said legal personal representatives shall assign the judgment to Us;</p> <p>(c) Our liability for damages, costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule.</p>	<p>We will not cover any judgment where an appeal remains outstanding.</p>
<p>2. OFFSHORE</p> <p>If We are required by compulsory insurance regulations then We will make a payment in respect of Injury occurring Offshore.</p>	<p>The amount We will pay You shall be limited to £5,000,000 any one Occurrence.</p>
<p>3. TERRORISM</p> <p>Injury as a result of Terrorism to any Employee of Yours which arises out of and in the course of employment or engagement by You.</p>	<p>We shall not cover You in respect of liability in excess of £ 5,000,000 any one Occurrence.</p>
<p>4. Cyber Loss</p>	

What is covered	Limitations and exclusions
<p>If We are required by compulsory insurance regulations or laws then We will insure You in respect of Your legal liability arising from Injury as a result of a Cyber Loss to any Employee of Yours which arises out of and in the course of employment or engagement by You.</p>	<p>The most We will pay under this Section in respect of any one claim against You, or series of claims against You arising out of one occurrence, inclusive of all costs and expenses, shall not exceed in the aggregate the Limit of Liability stated in the Schedule.</p>

SECTION 4: PROPERTY OWNERS LIABILITY

The following conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
<p>SCOPE OF COVER</p> <p>(1) All sums which You shall become legally liable to pay as damages including claimants' costs and expenses in respect of</p> <ul style="list-style-type: none"> a) Accidental Injury to any person; b) Accidental physical loss of, or physical Damage to third party 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. <p>In connection with the Business and during the Policy Period stated in the Schedule.</p> <p>(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.</p> <p>(3) The payment of legal and other defence fees incurred with Our written consent, up to a limit of £50,000 arising out of any one occurrence, for Your representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death, and at which Your Employee or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury which may be covered by this Policy.</p>	<p>The Excess specified in the Schedule</p> <p>The most We will pay under this Section in respect of any one claim against You, or series of claims against You arising out of one occurrence, inclusive of all costs and expenses shall not exceed in the aggregate the Limit of Liability stated in the Schedule.</p> <p>We shall not cover You under this Section against liability:</p> <ul style="list-style-type: none"> (a) for Injury, loss, damage, cost of 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) for any liability resulting from, or a consequence of, Building Works or building operations other than general maintenance of the Premises; (c) for any liability for loss or Damage to the Premises or the cost of remedying any defect or alleged defect in the Premises; (d) for loss of or Damage to Property belonging to You under Your custody or control; (e) for any liability arising out of Goods; (f) for any Injury sustained by an Employee which arises out of and in the course of their employment or engagement by You; (g) for any Injury or Damage to third party Property caused by the straying of animals; (h) for any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is provided by any other policy or security.

SECTION 5: ENVIRONMENTAL IMPAIRMENT LIABILITY

The following Conditions apply to this Section in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, Section Extensions, the **Schedule** and any Endorsements.

What is covered	Limitations and exclusions
<p>SCOPE OF COVER</p> <p>This is a claims-made Section and is limited to any Claim first made against You during the Policy Period and reported without delay (as detailed in the claims conditions pages 13-14) to Us including any extended discovery period in accordance with Policy conditions.</p> <p>(1) All sums which You shall become legally liable to pay including claimants' costs and expenses in respect of Environmental Impairment which arises in connection with the Business in respect of:</p> <ul style="list-style-type: none"> (a) Injury; (b) physical loss of or physical damage to Property, including loss of use of Property whether or not physically lost or physically damaged; (c) Environmental Restoration; (d) legal obligation for Clean Up; (e) any interference with, or diminution of, any environmental right or amenity protected by law. <p>provided that the Environmental Impairment was caused after the Retroactive Date stated in the Schedule and provided there is a Claim first made against You anywhere within the Geographical Limits during the Policy Period and reported without delay (as detailed in the claims conditions pages 13-14) to Us.</p> <p>(2) All costs and expenses incurred by You with Our written consent in the investigation, defence or settlement of any Environmental Impairment Liability claim. This indemnification shall only apply to such costs and expenses as are incurred with respect to the portion of a claim covered by this Policy.</p> <p>(3) Upon Your request before the effective date of cancellation or non-renewal of the Policy We shall issue an endorsement providing an extended discovery period which shall cover Claims first made against You subsequent to the effective date of the cancellation or non-renewal arising out of actual or alleged Environmental Impairment which had taken place prior to the effective date of cancellation or non-renewal.</p>	<p>We will not cover You under this Section:</p> <ul style="list-style-type: none"> (a) for any Claims first made against you prior to the start of the Policy Period; (b) for: <ul style="list-style-type: none"> (i) maintaining or obtaining compliance with any valid and applicable statute, regulation or written instruction issued by any competent governmental authority to prevent or minimise any emissions, discharges, dispersals, disposals, seepages, releases or escapes of any liquids, solids, gases, organisms or thermal irritants into or upon land, the atmosphere or any watercourse or body of water or generations of smells, noises, vibrations, light, electricity, radiations, changes in temperature or any other sensory phenomena. (ii) any routine or normal Clean Up. (iii) Environmental Restoration or Clean Up within any Waste Facility; (c) for Environmental Impairment arising out of any criminal acts by You or on Your behalf or noncompliance with any valid and applicable statute, regulation or written instruction issued by any governmental authority after such noncompliance becomes actually or constructively known by You or any director, partner, senior official or Employee of Yours with specific responsibility for environmental control. This exclusion shall not apply to any Environmental Impairment caused while Your noncompliance is covered by a compliance Schedule or waiver of compliance contained in a permit order or other valid instruction of a governmental authority; (d) for damages including claimants' costs and expenses in respect of Injury or loss of, or Damage to, Property in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Policy Period stated in the Schedule.

What is covered	Limitations and exclusions
<p>If You fail to request the extended discovery period before the effective date of cancellation or non-renewal of the Policy You shall not at a later date be able to exercise such right.</p> <p>The additional premium for such endorsement shall be determined by Us at the time the endorsement is requested and You shall pay the additional premium within 30 days of the effective date of cancellation or non-renewal. This provision shall only apply if a period of at least 11 months has elapsed between the inception date of this policy or any previous policy of which this is a renewal and the effective date of cancellation.</p> <p>LIMITS OF LIABILITY</p> <p>The most We will pay under this Section for any and all Claims first made against you inclusive of all costs and expenses shall not exceed, in the aggregate during the Policy Period, or within an extended discovery period if You exercise that option, the Limits of Liability stated in the Schedule.</p> <p>GEOGRAPHICAL LIMITS</p> <p>Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</p> <p>ANY ONE CLAIM</p> <p>In this Section, any one claim shall mean any claim or series of claims from one or multiple claimants arising out of the same isolated, repeated or continuing Environmental Impairment.</p>	<p>(e) for damages for loss of, or Damage to, Property belonging to You, or in Your custody or control or the custody or control of any Employee other than:</p> <ul style="list-style-type: none"> (i) Personal Effects (including vehicles and their contents) of Employees or visitors; (ii) any premises, including their contents, not being premises leased or rented to You, which are temporarily occupied by You for the purpose of carrying out work there; (iii) any other Property on which You or any Employee or agent of Yours is or has been carrying out work, but We will not cover You in respect of loss or Damage to that part of any Property being worked upon. <p>(f) arising from the ownership, possession or use under Your control, or the control of any Employee in respect of:</p> <ul style="list-style-type: none"> (i) any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is, provided by any other policy or security; (ii) any craft intended to travel through air or space, or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length). <p>(g) caused by any Goods after they have ceased to be in Your custody or control;</p> <p>(h) arising from professional advice given separately for a fee or other remuneration by You or by anyone on Your behalf or in circumstances where a fee would normally be charged;</p> <p>(i) the amount shown as Excess stated in the Schedule.</p>

GENERAL EXTENSIONS TO SECTIONS 3 - 5

These apply to Sections 3-5 only unless otherwise stated.

What is covered	Limitations and exclusions
<p>1. INDEMNITY TO PRINCIPAL</p> <p>We will cover any principal under Sections 4 and 5 against liability in respect of Injury or loss of, or Damage to, Property, to the extent that any contract or agreement entered into by You with any principal so requires.</p>	<p>Provided that:</p> <ul style="list-style-type: none"> (a) payment would have been made by Us had a claim been made against You; (b) the principal shall observe fulfil and be subject to the terms, conditions, exclusions and endorsements of this Policy as far as they can apply; (c) No payment will be made by Us in respect of liquidated damages or under any penalty clause; (d) payment made by Us under Section 9 shall only apply in respect of liability to any person who is an Employee.
<p>2. CROSS LIABILITIES</p> <p>If You are comprised of more than one party, We will under Sections 4 and 5 make payment to each party in the same manner and to the same extent as if a separate Policy had been issued to each party.</p>	<p>Nothing in this Extension shall increase the Limits Of Liability of the operative Section(s) stated in the Schedule, regardless of the number of persons claiming to be insured by this Policy.</p>
<p>3. HEALTH AND SAFETY AT WORK AND CORPORATE MANSLAUGHTER</p> <p>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 any conviction arising from such prosecution under the provisions of:</p> <ul style="list-style-type: none"> 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. <p>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 claims or potential claim for damages against You or any of the additional persons insured, you are entitled to cover under this Policy.</p>	<p>We will not cover You</p> <ul style="list-style-type: none"> a) for more than £1,000,000 in respect of all such legal costs and expenses in respect of each and every prosecution regardless of the number of offences alleged against You; b) in respect of 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; c) in respect of any circumstances for which cover is provided by any other insurance; d) in respect of 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; e) in respect of proceedings which arise out of any activity or risk excluded from this Policy.

What is covered	Limitations and exclusions
<p>We will only pay the costs and expenses of legal representation for an appeal against conviction if:</p> <ol style="list-style-type: none"> 1) any related claim against You for damages remains unsettled; and 2) in the opinion of the legal representatives acting for You an appeal is more likely to succeed; and 3) the total amount of any damages likely to be awarded against You exceeds the total cost of legal representation for an appeal. 	<ol style="list-style-type: none"> f) for any further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment if a claim for damages is settled or withdrawn.
<p>4. COURT ATTENDANCE COSTS</p> <p>If any of the people mentioned below attend court as a witness at Our request, in connection with a claim in respect of which You are entitled to insurance under this Policy, We will provide compensation to You at the following rates per day for each day on which attendance is required:</p> <ol style="list-style-type: none"> (a) £250 for You or any of Your directors or partners; (b) £100 for any Employee. 	